

HOUSE RULES

V.N.N.C., INC. HOUSE RULES

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I. Applicability, Procedures, and Enforcement

Applicability

- A. These rules are the **House Rules** of Van Ness North Cooperative or “V.N.N.C., Inc.,” which is the legal name of the cooperative located at 3001 Veazey Terrace, NW, Washington, DC 20008. “VNNC” or “Cooperative” will be used interchangeably herein to refer to V.N.N.C., Inc.
- B. The rules apply to all shareholders and residents of VNNC. A “shareholder” is “an owner of a specified number of shares, allocated to his or her apartment, of the capital stock of VNNC.” A “resident” is “any person who resides in an apartment in the Cooperative, either as a shareholder or as a lessee of a shareholder.” These rules also apply to guests, visitors, cooperative staff, employees of residents, and anyone with business in the building or on Cooperative property.
- C. Incorporated herein by reference are the following VNNC documents: the **Certificate of Incorporation**, the **Bylaws**, the **Proprietary Apartment Lease**, the **Proprietary Parking Space Lease** (collectively the “Proprietary Leases”), and the **Cooperative Apartment Sublease Agreement**. These documents are the sources of authority for the House Rules.
- D. Also incorporated by reference are the **Swimming Pool Rules** and the **Exercise Room Rules**.
- E. **All of the documents and rules described in this section constitute the Governing Documents of VNNC.**

Procedures and Enforcement

- F. The Board of Directors has delegated to the General Manager the day-to-day responsibility for enforcing the House Rules. Issues not resolved by the General Manager will be referred to the Board and handled in accordance with the procedures described in the next paragraph.
- G. The procedures for handling an alleged House Rules violation, noted in a resident’s complaint to management, or noted by the General Manager, is given in **Bylaw Article XV, “Enforcement of House Rules.”**
- H. To enforce the House Rules, the Board may exercise its authority under the Bylaws and the Proprietary Leases to take any action deemed appropriate. Such enforcement actions may include, but are not limited to, a written warning, imposition of fines, recovery of VNNC’s expenses, suspension of a shareholder’s or resident’s privileges, removal of property, legal action or termination of a shareholder’s ownership and occupancy rights in the Cooperative.

- I. In accordance with the Proprietary Leases, any and all costs incurred by the Cooperative in connection with such an enforcement action shall be paid by the shareholder against whom the action is taken.

II. Occupancy and Resident Information

Occupancy

- A. A valid Proprietary Apartment Lease must be on file for every apartment at VNNC. If the shareholder lives in the apartment, that is the only apartment lease required.
- B. If the shareholder has rented the apartment to a third party, a valid Cooperative Apartment Sublease Agreement that has been approved in advance by the Board is required in addition to the Proprietary Apartment Lease.
- C. If a shareholder who does not live in the apartment has family or other individuals living in the apartment for more than 30 days, a valid Cooperative Apartment Sublease Agreement that has been approved in advance by the Board is required in addition to the Proprietary Apartment Lease.
- D. Subleasing information and requirements are detailed in a packet of information available from the General Manager's Office. The packet includes the Cooperative Apartment Sublease Agreement and other relevant documents. These materials address subleases to third parties and to family members.

Resident Information

- E. Each resident must complete and submit a VNNC Resident Information Form to the General Manager. Residents must update the form when information changes. Required information includes the following:
 1. Home phone number. If a cell phone number is the best phone number on which to reach you, please include it also.
 2. Business phone number. If a cell phone number is the best phone number on which to reach you, please include it also.
 3. Names of and contact information for persons to be notified in emergencies.
 4. Make and license number of the car(s) kept in your assigned space(s) in the garage (whether the car is yours or the car of another person validly renting the space).
 5. Name(s) of all persons occupying the apartment.
 6. Proof of insurance.
 7. Information about apartment alarm systems.
 8. Evacuation Assistance needed in the event of fire or other emergency, to be provided to emergency fire and rescue personnel, if possible. The Cooperative does not provide

rescue or evacuation assistance or other emergency services to residents.

III. Guests

- A. A “guest” “is any person who comes on Cooperative property at the invitation of a resident and who visits the resident’s apartment and/or uses the facilities of VNNC.” Cooperative staff, employees of residents, and anyone with business in the building or on Cooperative property are not guests. They, nevertheless, must obey the House Rules as discussed above in “**Applicability**” of **I. “Applicability, Procedures and Enforcement.”**
- B. All guests are required to observe the House Rules.
- C. **Residents are responsible for their guests’ behavior and for informing guests of the House Rules. If guests will be using the facilities of VNNC, they are required to sign all waivers required by the Cooperative and to abide by all rules and regulations of the facilities they will be using.**
- D. Residents must fill out an admit slip, available at the Front Desk, for each guest for the duration of the guest’s visit in order for the guest to be allowed into the building unescorted by the resident.
- E. Guests arriving while the resident host is away, must sign in at the Front Desk. Prior to the guest’s arrival, the resident must have notified the Front Desk and have provided a signed admit slip.
- F. Residents who permit guests to occupy their apartments during their absence must register the guests with the General Manager’s Office in advance. The guests must sign in and the resident also must have provided the required admit slip.
- G. Occupancy by a guest for more than 30 days in the absence of the shareholder must be approved in writing ahead of time by the Board of Directors or the General Manager. The requirements of **F.** in this section and the requirements of “**Occupancy,**” **C. in II. “Occupancy and Resident Information”** must also be followed.

IV. Entrances, Elevators, and Other Public Areas

- A. Entrances, lobbies, halls, stairways, garages, and other public areas must not be obstructed. With the exception of the swimming pool and the Exercise Room, the listed areas are not to be used for play, recreation, or other similar uses. “Walking the hallways” for exercise is permitted.
- B. Activities that deface Cooperative buildings or grounds are strictly prohibited. This rule applies to all inside and outside areas, including but not limited to, the front

plaza, swimming pool area, loading dock area, driveways, and parking areas.

- C. Bicycles, Segways, roller skates, scooters, and similar vehicles or recreational items must not be ridden or used in the corridors and are not permitted in the passenger elevators.
 - D. The swimming pool area and the Exercise Room are covered by their own rules which are described above in **“Applicability” of I. “Applicability, Procedures, and Enforcement.”**
 - E. Residents shall not leave personal items, including wheeled vehicles and shoes, in the public areas of the building. Bicycle racks are located in the garage. Because of the risk of injury to residents or their property, doormats are not permitted in the hallways and are subject to confiscation. Appropriate decorations on doors are permitted, providing they do not damage the doors. The use by shareholders and residents or their real estate agents of lockboxes on apartment doors is prohibited.
 - F. Bicycles, other vehicles, large grocery carts, and similar items must enter and exit the building through the service entrance or garage and are not permitted on passenger elevators. Small grocery carts are permitted on passenger elevators, though residents are expected to take care that the carts do not damage the elevator interior or create a hazard to other passengers. **Giant and CVS carts or the carts of other stores are strictly prohibited on Cooperative property, unless accompanied by a store employee who is delivering groceries or other store items.**
 - G. Appropriate dress, including shoes or other footwear, is required in the lobby area. Residents and guests may not pass through the lobby dressed in bathing attire, nightgowns, pajamas, or bathrobes. Shirts must be worn in the lobby area.
 - H. Sunbathing is restricted to the confines of the swimming pool and overlook areas and to residents’ patios and balconies.
 - I. Smoking is not permitted anywhere in the building except in residents’ apartments, patios or balconies, and designated areas at the swimming pool.
- V. Noise and Disturbances**
- A. Residents should conduct themselves such that they do not unreasonably or unnecessarily disturb the residents of other apartments by producing loud or disturbing noise. **The standard here is one of reasonableness.** Every resident must exercise due consideration at all hours, but particularly during the hours of 11:00 p.m. to 7:00 a.m. on weekdays and midnight to 9:00 a.m. on weekends. Noise in common areas, including hallways, the lobby, and plaza, should be kept to a minimum.
 - B. Residents must use adequate floor coverings in their apartments to reduce the

transmission of noise. Eighty percent coverage of floors, excluding kitchen and

bathrooms, is generally adequate, but additional coverage may be required.

- C. No construction or renovation activity in any apartment is permitted on Sunday or Federal holidays, or before 9:00 a.m. or after 6:00 p.m. Monday through Saturday. These restrictions apply to do-it-yourself projects of residents and to work performed by other employees or contractors of residents.
- D. Noise complaints should be directed to the General Manager's Office or, if the matter requires immediate attention, to the Front Desk.

VI. Trash and Garbage Disposal

- A. VNNC participates in the District of Columbia's recycling program. Papers, cans, and bottles must be placed in their appropriate containers in the refuse rooms. Cans and bottles must be cleaned before being placed in the containers.
- B. Residents must properly dispose of all refuse. All garbage must be bagged, tied or sealed shut, and pushed down the garbage chute in the refuse rooms. Flammable materials and objects that could block the chute shall not be placed down the chute. Specific rules are posted in refuse rooms and are available at the Front Desk.
- C. Small boxes, cartons, and other objects that do not fit down the chute should be broken down and placed neatly against the wall of the refuse room. If a resident is unable to break down empty boxes sufficiently to allow them to fit neatly in the refuse room, he/she may contact the Front Desk for assistance.
- D. Large boxes and items such as small appliances should be left at the designated drop off area on the loading dock for routine pickup.
- E. For disposal of larger items such as sofas, bed frames, mattresses, dressers, chairs, and the like, residents should contact the General Manager's Office for information on how to make arrangements for bulk pickups.

VII. Hazards and Nuisances

- A. As provided in the Proprietary Apartment Lease and in these House Rules, residents shall maintain their apartments and any balconies or patios in a clean, sanitary and safe condition. Residents shall not accumulate unreasonable amounts of paper, cloth, boxes, or other flammable materials in their apartments. Residents shall not store or accumulate hazardous or unsanitary materials in their apartments.

- B. Residents shall ensure that the conditions of their apartments and any balconies or patios do not create unsafe or unsanitary conditions for other residents. Such prohibited conditions shall include, but are not limited to: annoying odors, leaks, fire hazards, health hazards or infestation of insects or vermin.
- C. Residents shall not feed animals or birds from their balconies or patios or elsewhere on Cooperative property.
- D. In their conduct on the property and in the maintenance of their apartments and any balconies or patios, residents shall not intentionally or negligently endanger the building or other residents or create unreasonable nuisances or annoyances for other residents.
- E. Residents must at all times have the physical and mental capacity to care properly for themselves and their apartments and to meet their obligations under the Proprietary Leases and the House Rules. If a resident is unable to care for himself or herself or his/her apartment in a proper manner, or to meet obligations under the Proprietary Leases and House Rules, the resident shall make arrangements for full-time or part-time assistance in order to ensure that such care is properly provided and that the resident's obligations are met. The Cooperative is not an assisted-living facility, and does not provide health services, personal care or personal assistance to residents.

VIII. Liability of Shareholders

- A. Shareholders are responsible for all damage to Cooperative property done by themselves, their families, their guests, tenants, or employees. The cost to the Cooperative of repairing any such damage, and the cost of an extraordinary cleaning or others services rendered necessary by the acts or omissions of a shareholder, a resident, or any family member of a shareholder or resident, or any guests, tenant or employee of a shareholder or resident, shall be paid by the shareholder in full, within 30 days after written notice from the Cooperative. Shareholder and residents are not to do anything that could cause damage to the building or injury to others in the building, or that could increase the cost of insurance for the Cooperative.
- B. Shareholders and residents shall not use their apartments or any other area of Cooperative property for any unlawful purpose, or in violation of the Cooperative's Bylaws, House Rules, or Proprietary Leases.
- C. The Cooperative is not liable for any item left at the Front Desk by any person, or for the loss of any personal property left in common areas or in an apartment.

IX. Apartment Access

- A. The Cooperative has a legal right of access to all apartments, and such right of access is

immediate in case of an emergency. **An “emergency” is defined as “a situation where**

there is a reasonably apparent risk of death, injury or property damage.” One set of apartment keys must be given to the General Manager. These keys will be coded and placed in a locked key cabinet in the General Manager's Office accessible to authorized personnel only.

- B. Failure to leave a set of keys with the General Manager will make the shareholder liable for any expense, including the repair of broken doors or locks, caused by emergency forcible entry. The shareholder will also be liable for any damage to apartments or to the common areas of the Cooperative caused by the shareholder's failure to provide keys and the consequent lack of timely access by Cooperative employees responding to the emergency.

Please note that locking oneself out of one's apartment is not an emergency. See the next paragraph for what to do if locked out.

- C. Residents may leave an extra set of keys at the Front Desk. These keys will be kept in a separate key cabinet accessible to Front Desk personnel and will be available to residents for their use. For example, if a resident is accidentally locked out of his or her apartment, the keys can be used to regain entry. The keys can also be given to those who are authorized by an admit slip to enter the apartment.

- D. Two types of admit slips may be filled out:

1. *A general admit slip* authorizes a person to have regular access to an apartment. This slip is filed permanently at the Front Desk.
2. *A specific admit slip* names an individual and the date that individual has access to an apartment. These admit slips are valid for only one occasion; they become void after the specified date.

- E. **Residents are reminded that they must have keys at the Front Desk in order for an authorized person to enter their apartment. All persons (residents or persons with admit slip authorization) requesting a key from the Front Desk must sign it out.**

- F. Residents must allow Cooperative staff reasonable access to apartments for purposes of maintenance and operation procedures -- for example, changing convactor filters.

- G. Shareholders or residents with security systems must provide the General Manager with their access code, emergency contacts and telephone numbers, and alarm shut-off for use in emergencies. Contacts and telephone numbers to report a malfunction of the alarm system must also be provided. Failure to do so will make the shareholder or resident with the security system liable for any damages or expenses related to the inability or delay of the Cooperative in gaining access to the unit.

X. Building Access

General

- A. Residents shall not compromise the integrity of systems governing access to the building, including exterior door locks and any electronic systems. Doors are not to be propped, tied, or otherwise left open. **Residents should not admit persons they do not know into the building.**
- B. All unaccompanied nonresidents of VNNC (including guests, visitors, employees of residents, and anyone doing business in the building or on Cooperative property) must wait until the Front Desk clerk announces their presence to the appropriate resident or staff employee. All such unaccompanied nonresidents are required to sign in at the Front Desk.
- C. Residents expecting large numbers of guests may find it more convenient to provide a list of expected guests in advance to the Front Desk. Persons on such a list will be allowed to proceed to their destination unannounced.

Deliveries, Pick-ups, and Service Calls

- D. Commercial firms or individuals making service calls, pick-ups, or deliveries must use the loading dock entrance accessed through Windom Place, NW. They may park in the loading dock parking area, enter through the loading dock service entrance, and use the service elevators. This rule does not apply to firms delivering flowers, small packages pharmaceuticals, or carryout food. These items may be delivered to the Front Desk through the front door of the building.
- E. All callers using the loading dock entrance must contact the Front Desk via the loading dock phone *before* they enter the building. Entrance to the building will be granted only if the resident expecting a delivery or other service verifies that the caller is expected. Alternatively, if the resident has previously notified the Front Desk to expect the caller and has left an admit slip, the Front Desk will admit the caller. Whenever possible, residents are urged to notify the Front Desk *before* an expected commercial caller arrives.
- F. Patio furniture and/or outdoor plants may be delivered to residents who have patios through their patio gates. Residents must notify the General Manager *before* the delivery is made.

Loading Dock Hours

- G. The loading dock will be accessible for service calls and pick-ups or deliveries of one

or two items seven days a week from 8 a.m. to 7 p.m. Move-ins and move-outs are

permitted Monday through Saturday (excluding Federal holidays) from 9 a.m. to 7 p.m. and must be scheduled in advance through the General Manager..

- H. Contractors may enter the building through the loading dock area at 8 a.m. in order to set up, but they must not engage in noisemaking or disruptive activities. They may not begin working prior to 9 a.m.

XI. Construction, Remodeling, and Alterations

- A. All structural changes, renovations, and remodeling in any part of the Cooperative must be in compliance with all applicable District of Columbia laws and regulations and the governing documents of the Cooperative as outlined in **“Applicability” of I. “Applicability, Procedures, and Enforcement.”**
- B. No shareholder or resident shall make any structural change in any portion of the Cooperative or make any change in any electrical, plumbing, mechanical, or gas installation in any part of the Cooperative without first submitting plans and specifications (on such forms as the General Manager may require) to the General Manager and obtaining the written approval of the Board of Directors. Such approval may be conditioned upon the requirement that the shareholder provide a full performance and payment bond for the benefit of the Cooperative. The amount shall be determined by the Board.
- C. Costs incurred by the Cooperative as a result of reviewing the renovation or remodeling plans and specifications, processing the request for Board approval and monitoring the course of construction to completion shall be the responsibility of the shareholder. The shareholder shall also be responsible for any engineering, architectural, or attorneys' fees incurred by the Cooperative in connection with the renovation or remodeling. These costs and fees shall be assessed as additional charges against the shareholder’s apartment and shall be payable upon demand from the Cooperative.
- D. Failure to obtain the required permission may result in the shareholder’s being liable for any damages and for restoring the property to its original condition.
- E. Because of capacity limitations on the electrical system, all replacement stoves or ranges must be gas and installed by a licensed plumber.
- F. Shareholders or residents who plan to have a satellite dish or similar device installed must give prior written notice to the General Manager. In addition, the shareholder or resident must review the Satellite and Antenna Installation Guidelines available from the General Manager’s Office. This will avoid additional expenses involved with incorrect installation.

XII. Balconies and Patios

- A. Balconies and patios must be kept clean and free of debris. Dangerous items that can be easily blown off and damage other apartments should not be used on balconies or patios. Glass items can be particularly dangerous. See **VII. “Hazards and Nuisances”** and **X. “Building Access” at F.** for additional rules on balconies and patios.
- B. The following activities are not permitted on balconies and patios:
- Discarding objects
 - Shaking rugs, mops or other cleaning items
 - Hanging laundry
 - Installing outside wiring
 - Cooking or barbecuing
 - Feeding birds or animals
 - Placing carpeting or other coverings on balcony or patio surfaces
- C. Balconies and patios must be kept free of everything except plants, flower pots, planters, patio furniture, bicycles, and related items.
- D. Planters and flower pots may not be hung outside windows, outside balconies, or on balcony ceilings. Anything hung on patio walls must be firmly secured. No objects may be hung from any balcony ceiling as it may damage the integrity of the slab. Residents are reminded to be careful when watering plants on balconies and to prevent water from draining or spilling onto a lower balcony or patio.

XIII. Storage Rooms ** As Amended April 2, 2015

- A. The storage rooms, part of the common areas of the building, contain individual storage units. Because the number of storage units is limited, only one (1) storage unit is assigned per Apartment
- B. Articles in the storage units are placed there at the shareholder’s own risk. The shareholder assigned such a unit must provide the appropriate lock for it. The Cooperative is not responsible for loss or damage to items in the storage units.
- C. Articles stored in the units must not create a fire or health hazard, violate public laws or regulations, violate the Governing Documents of the Cooperative, or increase the Cooperative’s potential insurance liability. All items kept in the storage units must be in compliance with the rules in **VII. “Hazards and Nuisances.”**
- D. Articles left outside of the storage units, in the common areas, will be removed and disposed of at the shareholder’s expense.

- E. The storage rooms are kept locked at all times. Residents may gain access by signing out appropriate key at the Front Desk.

XIV. Parking

- A. The Proprietary Parking Lease and/or these House Rules govern parking in the garage and elsewhere on Cooperative property.
- B. All persons parking on Cooperative property do so at their own risk.
- C. Parking on the front plaza is limited to 30 minutes
- D. Drivers parking on the front plaza must register their cars and leave their keys with the doorman or the Front Desk clerk. They must also provide alarm shut-off information. A driver's failure to register his or her car, or parking longer than 30 minutes on the front plaza, may result in the car being labeled with an "illegally parked" sticker. Other penalties include a ticket or towing at the driver's own risk and expense.
- E. Standing or parking is not permitted in the fire lane in front of the building or on the street leading to the front plaza. Vehicles parked in the fire lane may be ticketed and towed at the owner's risk and expense.
- F. Vehicles parked at the loading dock must be registered with the doorman or the Front Desk clerk.
- G. Overnight parking for guests is provided, as space permits, in accordance with a fee established by the Board. Valet parking in the garage, if available, must be handled by the doorman and is done only for guests--not for residents or employees.

XV. Garage

- A. The garage is to be used for vehicle parking only. Bicycles may be parked in the authorized bicycle racks. Nothing may be stored in the garage.
- B. Vehicles parked in unauthorized spaces or extending into spaces belonging to the Cooperative or to another resident are subject to removal at the offender's risk and expense.
- C. Cars must be operable and properly licensed.
- D. No maintenance work, including washing of cars, may be performed on cars in the garage except for emergency work.
- E. Emergency vehicles, including tow trucks, are permitted in the garage if they do not exceed the height limitations. Contact the General Manager's Office for further information on calling emergency vehicles.

- F. Cars, other vehicles, and pedestrians must not “piggy-back” on entering the garage.
- G. Headlights must be on when driving through the garage.
- H. The speed limit in the garage is 5 miles per hour.
- I. All posted rules and traffic patterns must be obeyed.

XVI. Solicitations and Communications

- A. Door-to-door solicitation is prohibited.
- B. The message boxes at the Front Desk may be used for general distribution of material to residents only if the materials have been expressly approved beforehand by the General Manager.
- C. Residents may leave notices of items for sale, announcements of community meetings, and other notices of interest to VNNC residents with the General Manager’s Office for approval and posting on the bulletin boards. Postings in public areas without approval are subject to removal.

XVII. Pets

Except for Service Animals, no animals (including birds) of any kind are to be kept in apartments or brought into the building by any person. (A one-time limited exception for certain animals, no longer available to any resident, is described in the *Rules and Regulations Concerning Pre-existing Animals at V.N.N.C., Inc.*, copies of which are available from the General Manager's Office.)

XVIII. Service Animals

Bona fide service animals are permitted for disabled residents in accordance with applicable Federal and District of Columbia law. Whether an animal qualifies as a “service animal” will be considered by the Board, in its sole discretion, on a case-by-case basis. The Board may require any person requesting permission to have a service animal in the building to provide appropriate documentation from his/her health care provider, establishing his/her disability and the need for the service animal in connection with such disability.

XIX. Laundry Facilities

- A. Washing machines and clothes dryers are strictly prohibited in individual apartments.

- B. Laundry rooms are available on every floor. Instructions for the proper use of the washers and dryers are posted in each room, and such instructions must be followed. The Cooperative is not liable for clothing damaged in the washers or dryers or for clothing or other items left in the laundry rooms. Residents must promptly remove clothes from washers and dryers.

XX. Swimming Pool

- A. Residents using the swimming pool must have current, validated pool passes. All monies due to the Cooperative must be paid in full, resident information forms filled out or updated, and proof of current insurance coverage provided before a pool pass will be issued or validated.
- B. Residents and their guests must comply with the swimming pool rules which are issued every year prior to the opening of the pool.

XXI. Exercise Room and Saunas

- A. Use of the Exercise Room and saunas is governed by the rules for each facility.
- B. Keys to the saunas are available from the Front Desk.
- C. Persons under the age of 16 using a sauna must be accompanied by an adult.

XXII. Moving

- A. No resident may move into or out of an apartment without first obtaining authorization from the General Manager. Moves (in or out) are permitted Monday through Saturday from 9:00 a.m. to 7:00 p.m. only.
- B. Persons moving into or out of the building must use the service elevator to transport items. Moves must be planned in advance so that use of the service elevator can be scheduled and reserved.
- C. All move-ins are subject to a move-in fee established by the Board of Directors.
- D. Moves within the building by shareholders are not subject to a fee, but shareholders are responsible for any damages to common areas. **Sublessees moving from one apartment to another are subject to a move-in fee for each move.**
- E. For security purposes during move-ins and move-outs, movers must not leave any loading dock doors open and unattended. Residents who are moving in or out are responsible for making sure their movers abide by this regulation.
- F. Residents expecting delivery of large items must observe all scheduling and security

rules applicable to move-ins and move-outs.

- G. Residents moving in or out of the building should notify the moving company that the loading dock bay and the overhead door will not accommodate extra large (18-wheeler) moving vans.

XXIII. Van Ness Room

- A. Residents may contract to use the Van Ness Room for personal functions on a fee basis; arrangements must be made through the General Manager's Office.
- B. The Van Ness Room may be used only for events sponsored and hosted by a resident of Van Ness North and may not be used for commercial activities.
- C. There is an occupancy limit of 75 persons and a 1:00 a.m. curfew.
- D. Detailed rules for the use of the Van Ness Room are included as an addendum to the contract for the use of the room and are incorporated by reference as part of these House Rules.

XXIV. Estate Sales

- A. Estate sales may be held in residents' apartments for up to three (3) days. Prior notice must be given to the General Manager.
- B. Only one estate sale may be held at a time.
- C. Advertisements announcing the sale and giving the particulars are permitted in local newspapers.
- D. Nonresidents of VNNC entering the building to attend an estate sale must sign in at the Front Desk, be announced, and be escorted to and from the estate sale by those conducting the sale.

XXV. Cooperative Homestead Deduction Application

- A. All shareholders are required to file the District of Columbia Cooperative Homestead Deduction Application with the General Manager.
- B. Shareholders whose VNNC apartments constitute their principal place of residence may be eligible for this deduction. The deduction results in a reduction in the assessed value of the Cooperative's real property, thereby reducing the annual real property tax liability.
- C. The Board of Directors shall assess an annual charge against any shareholder who

fails to qualify for the District of Columbia Homestead Exemption. The charge shall be substantially equivalent to that portion of the Corporation's annual real property tax that would have been avoided if the shareholder had obtained the Homestead Exemption.

XXVI. Cooperative Senior Citizen or Disabled Shareholders Tax Relief Application

- A. Effective June 1, 2005, and continuing as long thereafter as the District of Columbia Cooperative Senior Citizen or Disabled Shareholders Tax Relief Program is in effect, the Board of Directors of VNNC will require that an application of participation or nonparticipation in the program be submitted to the General Manager on a yearly basis.
- B. The application will remain on file in the General Manager's Office. Any request for a transfer of shares or for a sublease of an apartment will not be considered or approved without such an application.

XXVII. Insurance Requirement ** As Amended April 22, 2009

- A. Each shareholder or resident shall obtain and maintain in effect at all times, individual insurance commonly known as a "Condominium and Cooperative Apartment Owner's Policy" (often referred to as an "HO 6" policy). The amount of coverage shall be not less than the amount of the deductible in the Master Insurance Policy maintained on the Cooperative by the Board of Directors. As of April, 2009 that amount is \$25,000.00
- B. Shareholders and residents are required to provide to the General Manager's Office annual proof of insurance evidencing the amount required by A in this section and any other coverage required by the Board of Directors. No new shareholder will be allowed to occupy a unit at Van Ness North unless proof of insurance is provided.

XXVIII. Definitions

A. Applications.

- 1 Cooperative Homestead Deduction Application.** All shareholders are required to file this application with the General Manager each year to attest to whether or not the shareholder is eligible for the tax deduction. Shareholders whose VNNC apartments constitute their principal place of residence may be eligible for the deduction. Eligibility information is provided with the application.
- 2. Cooperative Senior Citizen or Disabled Shareholders Tax Relief Application.** This application is required to be filed yearly by all shareholders. The shareholder states whether or not he or she is eligible for the tax relief.

Eligibility information is provided with the application.

- B. Bylaws.** The Bylaws are the principal regulations of the Cooperative. They were promulgated under the authority of the Certificate of Incorporation.
- C. Certificate of Incorporation.** This certification created the Cooperative which is incorporated in the State of Delaware.
- D. Cooperative Apartment Sublease Agreement.** This agreement is the sublease between a shareholder and the tenant renting the shareholder's apartment. A shareholder may rent out his or her apartment only after living in it for two years. Also a shareholder may only rent his or her apartment out for three (3) years out of every ten (10) years the shareholder holds the apartment. An information packet with the sublease agreement is available from the General Manager's Office.
- E. Guest.** A guest is any person who comes on Cooperative property at the invitation of a resident and who visits the resident's apartment and/or uses the facilities of VNNC.
- F. Lessee of a shareholder.** This person has entered into the Cooperative Apartment Sublease Agreement with a shareholder in order to rent the shareholder's apartment.
- G. Proprietary Apartment Lease.** This lease entitles the shareholder to live in the apartment that the shareholder's shares are allocated to. The House Rules are incorporated into the Proprietary Apartment Lease. Therefore, a violation of the House Rules is a violation of the Proprietary Apartment Lease.
- H. Proprietary Parking Space Lease.** This lease entitles the shareholder to use the parking space that some of the shareholder's shares are allocated to. The House Rules are incorporated into the Proprietary Parking Space Lease. Therefore, a violation of the House Rules is a violation of the Proprietary Apartment Lease.
- I. Resident.** A resident is any person who resides in an apartment in the Cooperative, either as a shareholder or as a lessee of a shareholder.
- J. Shareholder.** A shareholder is an owner of a specified number of shares, allocated to his or her apartment, of the capital stock of VNNC.

ATTACHMENT

ARTICLE XV

Enforcement of House Rules

1. This is the procedure for handling complaints by a shareholder, a resident, the Resident Manager or the Property Manager ("Complainant") that a shareholder or resident ("Respondent") has acted or is acting in violation of a House Rule adopted by V.N.N.C., Inc.
2. Complaints must be submitted in writing and signed by the Complainant. Upon receipt by the Board of a complaint, the Board may determine that even if all facts alleged in the complaint are true, the complaint does not set out probable cause to believe that House Rules have been violated. In such case, the Board shall notify the Complainant of its determination.
3. If the Board, after notifying the Respondent of the complaint, finds probable cause to believe a House Rule violation occurred warranting further action, the complaint shall be referred to a Hearing Committee.
4. Hearing Committees shall be appointed by the President, subject to prior approval by the Board, and shall consist of at least three but not exceed five resident shareholders, none of whom is currently a member of the Board, who are willing to serve on the Hearing Committee. The President shall make an effort to allow all shareholders an opportunity to serve on a Hearing Committee. The President shall designate one member of a Hearing Committee to serve as Chair. A simple majority of the persons appointed to serve on a Hearing Committee shall be a quorum of that committee.
5. Upon referral of a complaint, the Hearing Committee shall conduct such inquiry of the circumstances as it deems appropriate. If the Hearing Committee is satisfied that the complaint has been informally resolved, the Hearing Committee may so report. Otherwise, within forty-five (45) days of the referral of a matter to a Hearing Committee, the Hearing Committee shall submit a written report to the Board setting out
 - (a) The nature of the inquiry which it concluded;
 - (b) Findings of fact;
 - (c) Conclusions as to whether the specific House Rules involved have or have not been violated;
 - (d) Conclusions, if appropriate, as to whether any violations found are or are

- likely to be continued or repeated; and
 - (e) A recommended disposition of the matter.
- 6. In the event that a Hearing Committee fails to make an appropriate written report to the Board within forty-five (45) days after receipt of the complaint by the Hearing Committee, the Board may discharge the Hearing Committee from further consideration of the complaint and may, at the Board's discretion, retain the complaint for Board consideration and action or assign the matter to another Hearing Committee.
- 7. Upon receipt of a report from a Hearing Committee, the Board shall provide a copy of the report to the Respondent and to the Complainant.
- 8. The Board shall consider the report of the Hearing Committee and such responses to the Committee report as it may receive from the Complainant and Respondent. If the Board decides no violation has occurred it shall dismiss the complaint with notice to the Complainant and Respondent. If the Board decides a violation has occurred, it shall take such action as it deems appropriate, including, but not limited to:
 - (a) issuance of a written warning or reprimand to Respondent, with copy to the Complainant;
 - (b) if the violation is likely to continue, issuance of a written notice that Respondent has a stated amount of time to cease and desist from such violation, with copy to Complainant;
 - (c) referral to counsel to seek a court injunction against further violations; and/or
 - (d) issuance of a written notice of termination of the Proprietary Lease in accordance with paragraph 20 thereof, in the case of a shareholder, or written notice of termination of authorization to sublease, in the case of a sublessee.
 - (e) rescinding or revision the rule alleged to have been violated.
- 9. In any case where the Board finds that a violation of the House Rules has caused the Cooperative to sustain damages or incur costs, a claim for such damages or costs shall be made against the Respondent and enforced in accordance with applicable provisions of the Bylaws, Proprietary Lease, or sublease.
- 10. Any action taken by the Board pursuant to paragraph 8(a) through 8(d) shall be recorded in the permanent filed maintained by the Cooperative for the shareholder(s) involved.

11. Nothing in the procedure is intended to create or recognize any right of judicial action against the Cooperative, its officers, directors, or management, not against any person serving as a member of a Hearing Committee.
12. Nothing in this procedure is intended to infringe on the right of the Board to take direct action, at its discretion, without referral to a Hearing Committee: (a) to enforce the House Rules, if the Board makes a specific finding that immediate action is necessary or (b) to enforce the provisions of the Proprietary Lease of the Bylaws.

