



# House Rules

V.N.N.C., INC.

As Amended, October 13, 2020

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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”), 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\*\* As Amended July 24, 2017**

- 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 **Bylaws, “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.
- J. These procedures govern hearings conducted by the Board of Directors to resolve alleged or actual violations of the governing documents of the Cooperative. The hearing offers the opportunity for all participants, such as the Complainant, the Respondent, and/or Management (as such terms are defined in the Bylaws), to present evidence and arguments before Board.
- K. Article XV of the Bylaws (Enforcement of Governing Documents), authorizes the Board to ensure shareholder and resident compliance with governing documents and to take the necessary steps to correct any violation. An enforcement hearing is initiated after all applicable steps described in Article XV of the Bylaws have been taken.
- L. The Board will determine the date of a hearing. Notice of the hearing, including the procedural rules governing the hearing, shall be sent to both the Complainant and the Respondent no less than fourteen (14) days before the scheduled date of the hearing. The notice shall include a copy of the applicable administrative record, if any, generated prior to the hearing.
- M. A quorum of the Board must be present at the hearing. If any Board member perceives a conflict of interest in the subject matter of the hearing, or any other impediment to impartial judgment, he or she must recuse themselves and may not participate in the hearing or the Board's decision making. All members of the Board must pledge to maintain confidentiality and shall avoid general public dissemination of information regarding the matter being heard by the Board.
- N. The hearing shall be conducted in Executive Session. A transcript of the proceeding shall be prepared. Each party may be represented by counsel. The Board president shall preside.  
Each party may;
  - a. make an opening statement;
  - b. present evidence, testimony (written or oral), and witness testimony;
  - c. question opposing witnesses or parties;
  - d. present rebuttal evidence and testimony;
  - e. make a closing statement.

- O. Members of the Board shall be able to question any party, or witness, during the hearing, and may submit additional written questions, served on each party, within two (2) days of the conclusion of the hearing. In order to be considered in the Board's decision making, answers to such questions must be submitted to the Board within five (5) days of their receipt.
- P. The Board shall consider all the evidence, including the administrative record compiled prior to the hearing, and decide, by a majority of the Board members attending the hearing, whether there has been a violation of the House Rules, or of any other of the Cooperative's governing documents.
- Q. Within forty-five (45) days after the conclusion of the hearing, the Board shall issue a written decision stating its findings and reasons, shall send it to each party, and any party's counsel, and shall file a copy of the decision in the Management Office unit files of each party. A summary of the decision, without names or unit numbers, but including any sanctions imposed or actions taken, shall be included in the Minutes of the next Board meeting.

## **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 in the back of the House Rules under Attachment 2 and 2A for Family Lease. 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\*\* As Amended June 4, 2015**

- A. 1. 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 V.N.N.C. Inc., on a temporary basis.
2. Cooperative staff, employees of residents, and anyone with business in the building or on Cooperative property are not guests.
3. A "guest" shall not include a person who provides compensation to the resident in exchange for a right to use the apartment unit when the resident is not present, or any part thereof, when the resident is present, regardless of the period involved. If compensation is paid to the resident for the right to occupy a unit when the resident is not present, then a sublease must be executed and all requirements pertaining to a sublease state in the Proprietary Lease and the House Rules must be met. If the occupancy shall be for more than 30 days, without compensation, a written consent of the Lessor must be obtained in accordance with the Proprietary Lease, Paragraph 6.
- A. Violation of this Rule is subject to the By-Laws, Article XV, Enforcement of House Rules.

- 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, and similar items must enter and exit the building through the service entrance or garage and are not permitted on passenger elevators. Small personal 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. **Effective as of October 22, 2018**, the smoking of tobacco products of any nature or description by shareholders, their family members, tenants, guests, or invitees in or on the Corporation’s building or grounds, including but not limited to the common or public areas, in the individual apartment units, and on patios and balconies constitutes an unreasonable nuisance pursuant to **House Rule VII, D**, and is therefore prohibited at all times. Shareholders shall be responsible for the conduct of their family members, tenants, guests, and invitees. Notwithstanding the foregoing, residents who smoke tobacco and who have an established date of occupancy at V.N.N.C., Inc. prior to January 1, 2019, shall be exempted from the operation and effect of this prohibition.



Commencing on October 22, 2018, any transfer of a proprietary lease or issuance of a sublease shall be accompanied by a written notice and acknowledgement of this provision by the new resident. Violators of this provision shall, without limitation, be subject to Article XV of the By-Laws, and the enforcement measures set forth therein.

## **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 convector 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**

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 requirements.
- 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 an animal, 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 and Assistive Animals\*\* As Amended May 7, 2015**

- A. 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. Any person requesting permission to have a service animal in the building shall 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.
- B. Residents with a disability as defined by Federal law may apply for an Emotional Support Animal by following the Guidelines Governing Emotional Support Animals, V.N.N.C., Inc., including Appendix A, Standards for Maintaining Emotional Support Animals, Van Ness North

## **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**

- 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**

- 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 October 13, 2020**

- 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 October 1, 2020, the deductible is \$50,000 for damage cause by water and \$25,000 for damage caused otherwise. The minimum required coverage shall change automatically with the effective date of each new or renewed Master Insurance Policy, in accordance with the terms of such policy, without further action by the Board of Directors. The General Manager shall

publicly announce to all shareholders and residents, no less than annually, the minimum insurance coverage required by this rule.

- 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., Inc., on a temporary basis. Any person who provides compensation for a right to use the resident's apartment when the resident is not present, or any part thereof whether or not the resident is present, shall not be considered a guest.
- 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.

**XXIX. Interpreter \*\* As Amended November 27, 2017**

1. Introduction: V.N.N.C., Inc., is subject to the provisions of the Fair Housing Act (FHA) and, accordingly, as a required "reasonable accommodation," shall provide a sign language interpreter upon request so a hearing impaired resident can attend board meetings, town halls, and annual meetings.
2. Request for Interpreter:  
A hearing impaired resident must make a request for an interpreter in



writing (electronically or hard copy) directed to the General Manager at least seven (7) days prior to the applicable meeting. If the meeting is announced less than seven days in advance, the request must be made as quickly as possible.

3. Response: The General Manager will assess the request in terms of a reasonable accommodation considering administrative and financial impact and will notify the resident of the decision.

Enforcement of House Rules  
Bylaws Article XV  
**\*\*As Amended July 24, 2017**

Section 1. Scope

All residents, guests, staff, contractors, and other persons on the property owned and administered by the Corporation must comply with the governing documents of the Corporation. For purposes of this Article XV, “governing documents” shall include, but is not limited to, the Corporations’ Articles of Incorporation, Bylaws, House Rules, and Proprietary Leases (Apartment and Parking Space), any sublease agreements, and rules, regulations or policies pertaining to the use of the common areas (such as the swimming pool, the Van Ness Room and the fitness center). The Board of Directors is responsible for enforcement of the rules and restrictions set forth in the governing documents provided, however, that day-to-day enforcement authority, as appropriate, has been delegated by the Board to the General Manager and Assistant Manager (“Management”).

Section 2. Violation Complaints

A. Complaints of a violation of the governing documents by any shareholder or resident (the “Respondent”) must be submitted to Management, in writing, signed by the complaining party (the “Complainant”). Management will then notify the Respondent of the complaint and seek to resolve the matter informally. Management may consult with the Board in such resolution efforts. All efforts at resolution shall be documented and form the administrative record.

B. If the matter is not resolved through Management’s efforts, the complaint and the administrative record shall be referred to the Board. The Board shall review the administrative record, request additional information if needed, and conduct such inquiry of the circumstances as the Board deems appropriate. If the Board finds sufficient grounds for finding that a violation may have occurred or continues to occur, and if it makes a specific finding that immediate action is necessary, then the Board may take immediate appropriate action in accordance with Section 4(A) below.

### Section 3. Enforcement Hearing

- A. If immediate action is not necessary, the Board shall hold a hearing at which the Complainant and the Respondent shall each have an opportunity to present facts and arguments supporting the contentions of each party.
- B. The procedural rules for such a hearing are set out in Article I of the House Rules, Hearing Procedures

### Section 4. Enforcement Measures

- A. If the Board determines that a violation has occurred, the Board may take such action as it deems appropriate, whether as immediate actions under Section 2, paragraph B above, or at the conclusion of the Enforcement Hearing, including, but not limited to the following:
  - 1. Issuance of a written warning or reprimand to the Respondent, with copy to the Complainant.
  - 2. If the violation is likely to continue, issuance of a written notice that the Respondent must cease and desist, within a stated period of time, with copy to the Complainant.
  - 3. Imposition of a fine or fines;
  - 4. Referral to counsel for legal action to enjoin further violations;
  - 5. Issuance of a written notice of termination of the Proprietary Lease, in accordance with paragraphs 20 thereof, in the case of a shareholder, or written notice of termination of authorization to sublease, in the case of a sublessee.
- B. In any case where the Board finds that a violation has caused the V.N.N.C., Inc. to sustain damage or incur costs, a claim for such damage or costs shall be made against the Respondent and enforced in accordance with the provisions of the governing documents.
- C. Nothing in this procedure is intended to infringe on the right of the Board to take direct action, at its discretion, without an Enforcement Hearing, to (a) 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 or the Bylaws or other governing documents.

APPENDIX A  
STANDARDS FOR MAINTAINING EMOTIONAL SUPPORT ANIMALS  
VAN NESS NORTH

V.N.N.C., INC.

(Appendix A is an attachment to V.N.N.C., Inc., Guidelines Governing Emotional Support Animals)

1. As a Van Ness North resident you have personal and direct responsibility to ensure that the ESA abides by all relevant VNNC, Inc. House Rules, such as Article V, Noise and Disturbances.
2. Reasonable accommodations for ESAs do not authorize keeping an animal which is deemed a nuisance. A nuisance is created if an ESA causes a health hazard or substantially interferes with neighbors' use of their units or the common areas. Such interference can include barking, biting or other behaviors which intimidate residents, as well as pet odor and frequent urination or defecation which affects other units, and common areas, such as hallways, lobbies, elevators, stairwells, and grounds.
3. You are financially responsible for any damages to or destruction of common property caused by the ESA. If the Board determines that the ESA has damaged V.N.N.C., Inc. property, you will be notified in writing and prompt payment of the cost of repair or replacement will be required.
4. If the ESA violates a House Rule, the ESA Guidelines, or any other governing document, the Board may require you to remove the ESA from Van Ness North
5. If the ESA exhibits any sort of negative behavior when left alone, such as barking, howling, scratching at doors, or any behavior disturbing to other residents or in any way creating a nuisance, the ESA may not be left unattended.

6. You must have physical control of the ESA (i.e., leashed or crated) at all times when in Van Ness North common areas, including the lobby area and elevator. You are responsible at all times for the actions of your ESA.
7. You are prohibited from altering your balcony in any way, (e.g., altering the dividing panels, closing the railing) as a means of providing additional space for the ESA. The ESA must be prevented from moving from one balcony (patio) to another.
8. ESAs must be housebroken. You are prohibited from allowing the ESA to defecate or urinate on the balcony. You will ensure that any animal waste left by the animal on V.N.N.C., Inc. grounds is bagged and properly disposed of.
9. ESAs must be well-behaved. ESAs evincing vicious propensities, such as biting, growling, lunging or snapping shall not be permitted. If an ESA bites or scratches another resident, guest of a resident, or VNNC employee, or contractor employed by VNNC, or any other person on VNNC property the Board may immediately evict the ESA.
10. ESAs must be in good health. V.N.N.C., Inc., will assume no responsibility for the care or well-being of your ESA.
11. You must comply with the District of Columbia Municipal Regulations, Title 24, Chapter 9, Animal Control.
12. You must abide by all District of Columbia pet and health laws and vaccination requirements, obtain necessary licenses for the ESA, and properly maintain the ESA and the area the ESA occupies. All dogs and cats approved as ESAs must wear current vaccination and identification tags at all times. You must provide to Management copies of the ESA's vaccination records and local licenses.
13. No less frequently than once per year, you must provide Management with updated documentation verifying all vaccinations and licenses for the ESA. You must provide to Management a written description of the animal and a photograph of the animal. Management can arrange to photograph the animal.
14. Prior to the ESA residing in your unit, you will ensure that your homeowners insurance policy covers pet liability and, if it is insufficient, purchase additional insurance coverage. Proof of insurance with this coverage is required prior to the ESA residing in your unit.
15. If the ESA is found to have violated any of the above Standards, the Board may remove the animal.

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