

EDMONDS SCHOOL CONDOMINIUM UNIT OWNERS' ASSOCIATION

BOARD OF DIRECTORS

ADMINISTRATIVE RESOLUTION NO. 2

RULES AND REGULATIONS

WHEREAS, the Bylaws of the Edmonds School Condominium Unit Owners' Association (the "Association") assigns to the Board of Directors the powers necessary for the administration of the business and affairs of the Association;

WHEREAS, Section 8 of the Bylaws specifically authorizes the Board of Directors to promulgate, amend, and enforce Rules and Regulations concerning the operation and use of the condominium; and

WHEREAS, for the benefit and protection of all of the unit owners, residents, and guests of the Association, the Board of Directors deems it in the best interest of the Association to adopt Rules and Regulations regarding conduct and use of the common elements of Edmonds School Condominium (the "Condominium").

NOW, THEREFORE, BE IT RESOLVED THAT the following Rules and Regulations are enacted:

I. INTRODUCTION:

Paragraph 8 of the Edmonds School Condominium Unit Owners' Association (the "Association") Bylaws authorizes the Board of Directors to promulgate and enforce Rules and Regulations concerning the operation and use of the condominium. The Association's Board of Directors has, therefore, adopted the following Rules and Regulations for the mutual benefit of the unit owners and tenants of the units therein.

In condominium living each of us not only has certain rights but also certain obligations to all other residents. These rules and regulations are designed to protect the common interest in the condominium, to preserve the standards essential to the operation of a first-class residence, assure pleasant and comfortable living for all residents, and to insure compliance with the health and safety laws and ordinances of the District of Columbia. These Rules and Regulations may be modified from time to time by the Board of Directors as it deems necessary to promote the safety and welfare of the owners and occupants of the units. Suggestions for such changes should be made in writing to the Secretary of the Board of Directors.

These Rules and Regulations along with the Declaration of the Edmonds School Condominium (the "Declaration"), the Association's Bylaws, and all policies and procedures



adopted by the Board of Directors (collectively the "Governing Documents") apply to unit owners as well as a unit owner's tenants; the families, employees, and guests of unit owners or their tenants; and any other person who may in any manner use the Edmonds School Condominium (the "Condominium") or any part thereof. The aforementioned individuals are, therefore, all bound by and obligated to comply with the Association Instruments. Unit owners are accountable for their own violations of the rules, as well as violations by their tenants, guests, employees and contractors, and members of their households and the tenant's household. The term "Resident" is used throughout the Rules and Regulations to reference unit owners, tenants, and those whose names are not on a lease, but who occupy a unit with a tenant.

The Association may, in its sole discretion, impose a fine and initiate legal action to recover sums due for damages or pursue injunctive relief for the failure to comply with any of the provisions of the Association Instruments.

II. GENERAL RULES OF CONDUCT:

A. General Responsibilities

It is the responsibility of all Residents to:

- Accompany their guests throughout the building and while on the property, and supervise their behavior when using the common areas and the shared amenities.
- Refuse access to non-residents or workmen who are not their guests.
- Close any propped-open doors that they discover.
- Ensure all doors are secured in the locked position if not in use.
- Immediately email or otherwise report any breaches of security, theft, open doors, or lost or stolen fobs to the Association Board.

B. Key Fobs

Additional or replacement key fobs can be purchased through the Association Board for \$30. Any Resident requesting more than 3 key fobs must place a special request to the Association Board.

Key fobs are the responsibility of Residents and are primarily for the Resident's use only. Please use extreme discretion in distribution of key fobs to housekeepers, dog walkers, contractors, and other workers or any other individual who might access your unit on a regular basis.



C. Parking

Various units have been allocated a Limited Common Element Parking Space, and such parking spaces are strictly reserved for the applicable unit owners. Cars parked in unauthorized spaces are subject to towing at the car owner's expense and risk. In accordance with Washington D.C. city ordinance, police must be called and vehicles ticketed prior to towing. Any Resident exercising this option will be required to provide proof of ownership of their parking space or their license to use said parking space to the police. It is the responsibility of the parking space owner or license to call the Association's authorized towing company.

No commercial vehicle, trailer, truck, boat, camper, house trailer, or similar types of vehicles shall be parked or stored on the Condominium property. No inoperable, unlicensed, or abandoned motor vehicle of any type shall be parked or stored on the Condominium property. Any vehicle parked inappropriately may be towed.

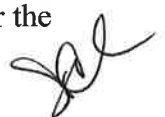
Major auto-repairs of a non-emergency nature are not allowed in the parking area. Emergency repairs are permitted if they can be completed within 24 hours.

No parking space shall be used for storage purposes.

D. Pets

Residents are allowed to keep orderly, household pets (limited to dogs or cats), not to exceed two per unit, provided that they are not kept for business or breeding purposes, do not disturb other Residents, or pose a threat to other Residents. The following rules regarding pets must be followed:

- All pets must be registered with the Association Board
- All pets shall be kept on a leash when in the common elements unless they are carried by a responsible person.
- Pets shall be permitted only on hardscape areas. Pets shall never be permitted to play on the lawn or landscape areas.
- Residents are responsible for pet noise and shall take appropriate steps to ensure pets are quiet at all times while in the building.
- Pets shall be "walked" off the property premises. Be a good neighbor and clean-up after your pet wherever it is in the city.
- All pet waste must be immediately cleaned up and all damage caused by a Resident's pet must be fixed by the pet owner immediately.
- Residents are responsible for any damage to common elements, the building, or the Condominium property caused by his/her pet(s) and related cost to repair.



The Board of Directors reserves the right to require the removal of a pet which the Board of Directors, in its sole discretion, determines to be disorderly or poses a threat to other Residents. The failure to remove said pet after receiving notification from the Board of Directors that the pet is disorderly or poses a threat shall result in sanctions, including, but not limited to, monetary fines and an order to the unit owner that his/her tenant must be evicted.

E. Trash and Recycling

These guidelines are in place in order to reduce the number of pests, rodents, and/or insects that may want to take up residency in the building or around the parking lot. Dumpsters are for Residents only.

- **Regular Household Trash.** Must be in trash bags and placed in designated trash receptacles. DO NOT leave household trash in bags on the ground, and do not leave trash by the individual unit doors.
- **Recycling.** All recycling must be placed in designated recycling receptacles. Do not leave recycling on the ground, and do not leave recycling by the individual unit doors
- **Boxes.** Break down all boxes. All boxes must fit inside recycling containers or neatly tied and stacked next to the recycle containers..
- **Hazardous Waste.** There is no provision for disposal of hazardous waste on the Condominium property. Contact proper regulatory agency for disposal advice.
- Bulk trash removal shall be coordinated and paid for by the Resident.

F. Hazardous Materials

No Resident shall bring into or keep in the unit, any inflammable, combustible, or explosive fluid, material, chemical, or substance, except those designated as being for normal household use.

G. Bicycles

Bicycles may not be placed in any common element, inside or out except for the bike racks already provided. Any damage to common elements resulting from moving bicycles in and out of building will be repaired at the unit owner's expense. Bicycle owners store the bicycles in these racks at their own risk. Damaged or obviously inoperable bicycles must be repaired or removed upon written notice from the Association.



H. Personal Property in Common Area

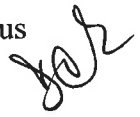
No one shall store personal property in the common areas. Doormats are not permitted in the hallways. Residents who wish to purchase window treatments shall purchase only such articles that have a plain white externally facing surface.

I. Noise

Residents must exercise extreme care to avoid unnecessary noise. No Resident shall make any disturbing noise in the unit as would interfere with the rights, comfort, or convenience of any other Resident. Pursuant to paragraph 9.5 of the Bylaws, seventy five percent (75%) of all floor areas in each unit, excepting the townhouse units must be covered by carpet or rugs and padding.

III. SHARED AMENITIES

A. General Rules of Conduct for All Shared Amenities

- **Disruptive Behavior.** Please refrain from inappropriate activities in common elements, including excessive drinking, slamming of doors, loud music or noise, nailing into walls, moving furniture, or using loud equipment, etc. after 10 p.m. Monday through Thursday, and 11 p.m. Friday and Saturday. 12 a.m. (midnight) to 8 a.m. are considered quiet hours for the building and quiet must be maintained.
 - **Guests.** Residents are responsible for the conduct of their guests' and any damage done by their guests to or in the common elements.
 - **No Smoking** in common elements, including the Party Deck. **Littering in Common Elements.** All trash must be placed in appropriate receptacles.
 - **Grilling.** The grill shall be kept covered unless in use by a Resident. After use, the grill shall be wiped with a damp rag to remove all grease spatter and residue from the cover and side surfaces. When the spare propane tank is used, these shall notify a Board member so that the spare tank can be refilled. No pits or open flames are permitted in the Condominiums. No propane tanks can be stored inside the building.
 - **Deck Furniture.** The furniture shall be covered at all times unless in use by a Resident. After use, if appropriate, the furniture shall be wiped with a damp rag to remove all stains and residue from use.
 - **Clean-up.** The day following use, the furniture and deck surface should be checked to ensure that the area was left clean from the use the previous day/evening.
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- **Spills and Breakage.** Any spills or soiling of the common elements must be cleaned up immediately and completely. Residents may bear cost of clean-up if not done timely and completely. If a Resident breaks anything in the common elements, he or she is required to notify the Association Board. That individual may bear the cost of repair or replacement.
- **Damage or Theft.** Please report any incidents of damage or theft of items in the common areas to the Association Board as soon as possible. Nothing may be removed from the common elements without written permission for the Association Board.

IV. **MOVE-INS AND MOVE-OUTS**

A. **Permissible Hours**

Residents must ensure that moves take place between 8 a.m. and 7 p.m. and must be scheduled with an Association Board member one week in advance. Residents must be present to supervise the move-in or move-out and to ensure no damage to walls, carpet, or doors. If the elevator is used in the move (or for moving furniture or objects at any time), the wall pads are to be installed and removed by the Resident.

B. **Move-In Fee and Security Deposit**

The Board of Directors may promulgate reasonable rules regarding move-in and move-out from the Building, including limiting the time periods during which such move-ins or move-outs may be undertaken. Except for the initial move-in by the initial occupant of a Unit, there shall be a deposit of \$175.00 for each move-in or move-out at closing. An inspection of the common area will be conducted by a representative designed by the Association before and after a move-in or move-out, and provided no damage was done, \$100.00 of the deposit will be refunded. A fee of \$75.00 will be imposed on each move-in or move-out to cover the reasonable costs and expenses, and wear and tear associated with move-ins or move-outs. The fee shall be subject to adjustment as determined by the Board of Directors for the Association.

Unit owners are liable for any costs exceeding the move-in or move-out security deposit, including repair of damages to common elements, clean-up costs and excessive administrative overhead, that result from actions of themselves or their tenants, agents, movers, delivery personnel, or guests during deliveries or moves.

V. PROPERTY MANAGEMENT, CONSTRUCTION, AND REPAIRS

A. Property Management Company

E.J.F. Real Estate Services currently manages the building.

B. Occupant Inquiries and Issues

Residents should report any issues with regard to building operations or maintenance to the Association Board. An Association Board member will contact the property manager to resolve the issue(s) in a timely and efficient manner.

C. Maintenance and Repairs

Residents are responsible for any repairs and/or maintenance within a unit. No exterior or common area changes will be made unless approved by the Association Board.

Out of courtesy for other Residents, construction or repairs within a unit may be undertaken only between the hours of:

Monday – Friday 8 a.m. and 6 p.m.

Saturday – Sunday 11 a.m. and 6 p.m.

VI. RESTRICTIONS ON USE OF CONDOMINIUM

A. Private Residential Purposes

All units shall be used for private residential purposes exclusively except for such temporary non-residential uses as may be permitted in writing by the Association Board from time to time.

In the case of permitted home offices, no commercial equipment or patrons/business associates may be permitted on the premises for such business purposes, i.e. a self-employed individual can maintain only the necessary office equipment within the unit but must conduct business elsewhere.

B. Right of Access

Each Resident grants a right of access to his/her unit to the Association Board for the purpose of making inspections and for the purpose of correcting any condition originating in his



her unit and threatening another unit or a common element or to correct any condition which violates the provisions of any mortgage covering another unit, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Resident. In case of an emergency, such right of entry shall be immediate whether the Resident is present at the time or not.

C. Third Party Right of Access and Obligations

All Residents are required to provide copies of government issued photo identification for all contracted vendors who routinely enter the premises when unattended by the Resident, such as nannies, housekeepers, and dog walkers. Documents will be maintained privately and securely.

VII. LEASE/RENTAL POLICY

A. Lodging for Transient or Hotel Purposes Is Not Permitted

All condominium units are to be used only for private residential purposes and not as lodging for transient (Airbnb) or hotel purposes. Units may not be used for purposes not permitted by applicable zoning regulations, ordinances, and orders governing the condominium. Unit owners remain liable for condominium dues and assessments, damages and liability, and adherence to rules by all tenants, including family members, occupants, guests and invitees of the tenant.

B. Lease Agreement Requirements

All lease agreements must be in writing and must be for a duration of six months or greater. No portion of any unit (other than the entire unit) may be leased. A copy of the executed lease and "Addendum to Lease", as posted on the Association website, must be provided to the Association Board promptly after the lease and Addendum are signed by the tenant and the unit owner, at least 2 weeks before the tenant's lease term begins, or within 24 hours of the lease signing if the lease term begins in less than two weeks (see "Rental Application process" below). These Rules and Regulations are binding on the tenant notwithstanding any contrary language in a lease.

C. Addendum to Lease

All unit owners who rent their units are required to use the Addendum to Lease form, as an addendum to their current and future leases. Use of a properly executed Addendum ensures that



the unit owner's tenant is made aware of the tenant's obligation to abide by the Rules and Regulations and the Association's Bylaws.

D. Rental Process

- All tenants must meet with the unit owner to ensure the tenant has been adequately oriented and has a general understanding of these Rules and Regulations and moving procedures and confirm the tenant's willingness to abide by these Rules and Regulations;
- Move-in is dependent upon the Association's receipt of a properly signed Addendum to Lease. Once a signed copy of the Addendum is received, the Association Board President or Vice President will execute the Addendum;
- Every unit owner must ensure that his/her tenant has given his name and both daytime and nighttime telephone numbers to the Association Board;
- Every unit owner renting his/her unit must provide his/her own current mailing address, email address, and contact telephone numbers to the Association Board;
- Every unit owner is responsible for ensuring that his/her tenant returns all key fobs and keys before moving out;
- Any unit owner who rented his/her units prior to the enactment of this policy must provide a copy of the lease with their current tenants to the Association Board; and
- Any modifications to an existing lease or any renewal lease must be provided to the Association Board no later than 72 hours after the signing of the lease.

E. Penalties for Rental Violations

The Association Board may fine any unit owner whose unit has been leased under conditions not fully complying with the foregoing requirements after notice and an opportunity for a hearing are provided. In addition, the Association Board reserves the right to take such other enforcement action as it deems necessary or prudent under the circumstances. Unit owners remain 100% liable for their own acts, negligence, carelessness and/or neglect, as well as those of their family members, guests, and invitees and their tenant(s) and tenant's family members, occupants, guests and invitees that cause damage to or within the Condominiums building or on the Condominium property. By renting their unit, unit owners agree to indemnify the Association for any damages, injuries, claims, costs (including attorneys' fees) or harm arising from such rental or caused by the act, negligence, carelessness or neglect of the owner's tenant and any other occupants of their unit.



APPENDIX A: Pet Registration Form

Edmonds School Condominium Unit Owners' Association

All pets residing in the Edmonds School Condominium must be registered with the Association.
Please complete, sign and return to: [insert name and address of Management Co.]

Please Print

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Pet's Name

Pet Owner's Name:

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Unit #

Pet Owner's Telephone Numbers

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Home

Work

Cell

Pet Information:

--	--	--

Breed

Age

Weight

Sal

Pet's Emergency Caretaker

--	--

Name

Telephone Number

I have read and fully understand the Edmonds School Condominium Rules and Regulations pertaining to pets and I, members of my household and the pet's caretaker agree to fully comply with these rules.

Signature of Pet Owner: _____ Date: _____

If applicable: I hereby authorize the Association to grant my tenant's request to keep the aforementioned pet in my unit. I acknowledge and fully understand that all claims and damages resulting from my tenant's pet will be assessed against my unit.

Signature of Unit Owner: _____ Date: _____



RESOLUTION ACTION SHEET
EDMONDS SCHOOL CONDOMINIUM UNIT OWNERS' ASSOCIATION

Resolution Number: 2


Resolution Title: **RULES AND REGULATIONS**

Date of Adoption: April 17 2016

The above-referenced Resolution was adopted by the Board of Directors as of the date set forth.

Signatures:

Vote: (Y/N)



Yes

Director

Bill Stover - See Attached

Director

ERIC Reimers - See Attached

Director

Bennie McDaniel - See Attached

Director

BWC

B. J. Rula

Director

YES

ATTEST:

B. J. W. Ch

Secretary

4/17/2016
Date

2077056

From: **Bill Sawyer** billsawyer@sbcglobal.net
Subject: **Re: Board Approval - Administrative Resolution #2 - Rules & Regulations**
Date: **April 16, 2016 at 2:53 PM**
To: **Eric Reimers** eric.reimers@gmail.com
Cc: **David Gasda** dgasda@gmail.com, **Bernie McDaid** bernadette-mcdaid@hotmail.com, **Brick Christensen** brickchristensen@yahoo.com

I approve

From: **Bernadette McDaid** bernadette-mcdaid@hotmail.com
Subject: **Re: Board Approval - Administrative Resolution #2 - Rules & Regulations**
Date: **April 16, 2016 at 2:57 PM**
To: **Bill Sawyer** billsawyer@sbcglobal.net
Cc: **Eric Reimers** eric.reimers@gmail.com, **David Gasda** dgasda@gmail.com, **Brick Christensen** brickchristensen@yahoo.com

Approved.

From: **Eric Reimers** eric.reimers@gmail.com
Subject: **Re: Board Approval - Administrative Resolution #2 - Rules & Regulations**
Date: **April 16, 2016 at 11:49 AM**
To: **David Gasda** dgasda@gmail.com

approved

A handwritten signature in black ink, appearing to be 'Dol' or similar, located in the lower right quadrant of the page.