

**3900 Tunlaw Cooperative, Inc.
3900 Tunlaw Road N.W.
Washington D.C.**

Phone: 202-333-2288

March 2002

Welcome to 3900 Tunlaw Cooperative

3900 Tunlaw Cooperative is a community established by its residents in 1979. At that time, the new owners established the Rules and Regulations so they might peacefully and respectfully coexist in their new home. Since that time, we have changed and updated the Rules and Regulations several times in order to grow with the community. Enclosed you will find the latest version of the Rules and Regulations. Please take time to read over the Rules and Regulations so you will be aware of changes that have taken place since the last distribution.

We would also like to take this opportunity to say what we already know to be true: that 3900 Tunlaw is not just a building where people live - it is a community, a neighborhood. As neighbors we should not only follow the rules set forth here in this packet, but also the Golden Rule -- Do unto others as you would have them do unto you. This Rule reminds us that we must respect each other and from that mutual respect grows a healthy, happy and flourishing community. Please remember this most important Rule in your daily dealings with your neighbors.

Sincerely,

The Board of Directors
3900 Tunlaw Cooperative

3900 Tunlaw Cooperative

House Rules and Regulations

March 2002

1. Applicability

(a) These Rules and Regulations are applicable to shareholders of 3900 Tunlaw Cooperative, Inc., to the lessees of shareholders, and to the families, guests and employees of shareholders and lessees. The term 'occupant' as used in these Regulations applies generally to the foregoing persons.

(b) These Rules and Regulations are also applicable to employees of 3900 Tunlaw Cooperative, Inc., (the Corporation), to trades people, service personnel and all others who use the premises. Special rules are applicable in some of these categories.

2. Occupancy Data.

(a) Each occupant shall provide to the Resident Manager the address and phone number of each occupant's place of business and similar data on person(s) to be notified in emergencies or temporary absences of occupants.

(b) Each occupant shall provide to the Resident Manager the occupant's current car registration number(s) and a description of the occupant's vehicle.

(c) Each Occupant must assume the responsibility for keeping the required information under paragraphs 2(a) and (b) herein.

3. Compliance with House Rules and Regulations.

(a) The occupants shall comply with all of the rules and regulations herein set forth governing the building, its corridors, lobbies, drives, grounds and any other appurtenances. The shareholders of the Corporation agree that such shareholders, their families, sub-lessees, guests, agents, invitees and licensees will at all times observe such rules and regulations. In addition, the Board of Directors of the Corporation (the Board) reserves the right to alter, amend or modify such rules and regulations and the shareholders agree to abide by any such alterations, amendments

or modifications: provided, however, that a copy of such rules and regulations is furnished to each shareholder and occupant prior to time the same shall become effective against such shareholders. A copy of the House Rules and Regulations shall be given to each new shareholder or occupant at move-in time. The Resident Manager will have each new shareholder or the owner's agent or occupant sign a log when the Rules and Regulations are received.

(b) Any violation of the Governing Documents, including the Rules and Regulations, is subject to a fine being imposed; the amount of which is at the discretion of the Board of Directors.

4. Garbage and Recycling.

Garbage, refuse and recycling shall be disposed of as follows:

- (a) All daily household trash must be bagged and dropped down the trash chute in the trash rooms on Floors 2 and up. Other raw garbage should be run through the garbage disposal.
- (b) Items that we can recycle consist of the following: plastic, glass and aluminum that contain food (this does NOT include items that have stored chemicals, etc.) and newspaper. Newspapers should be stacked neatly on the wire rack in the trash rooms on Floors 2 and up. Place the other recyclable items in the recycling bins in front of the trash chute door. DO NOT place shopping bags or other trash into the recycling bins. To save space you may wish to crush aluminum cans before placing them in the recycling bins.
- (c) On the first floor, garbage should be bagged and placed in the compactor room.
- (d) Occupants are not permitted to place any container or bag of whatever in the public halls.
- (e) Boxes, cartons and crates too large for the trash chute should be broken down and stacked on the in the trash room on the occupant's floor. For disposal of move-in packing material, contact the Resident Manager.
- (f) The trash chute should not be used after 11:00 p.m. or before 8:00 a.m.
- (g) Mops, cloths brooms and the like must not be dusted or shaken from apartment windows.
- (h) An occupant may not permit objectionable fumes of cooking odors to escape from his apartment into the halls by leaving the doors opening into the corridor ajar.

Use of the stove-ventilating fan is strongly recommended.

- (i) No coat hangers, glass (including but not limited to light bulbs, bottles, TVs or monitors), or other contents under pressure shall be thrown down the trash chute.
- (j) Kitty litter must be bagged and tied before being put down the trash chute.
- (k) For bulk trash removal (e.g. TVs, computers, furniture), contact the Resident Manager.

5. Use of Public Areas.

Entrances, lobbies, halls stairways, public roof deck, lawn areas, garages and other public places are not to be used for play or loitering purposes. Use of skates, skateboards and the like is prohibited in said public spaces. Storage of bicycles in the public areas is prohibited. Bicycles are not permitted through the lobby. Bicycles should enter and exit through the side door at the front of the building (also known as the Tradesmen Entrance).

6. Daily Use of Apartments.

- (a) Cooperative apartment living requires that each occupant regulate the occupancy and use of his apartment so as to not reasonably or unnecessarily disturb any other occupant. Owners and occupants shall take appropriate measures to prevent noise from traveling from parties and other sources.
- (b) Each occupant must exercise due consideration at all hours in the operation of radios, televisions, musical instruments or any other items in the apartment so that the sound will not unreasonably or unnecessarily disturb another occupant.
- (c) Each occupant must cover with rugs or other adequate covering, **walking areas** of the apartment and other areas sufficiently to eliminate the transmission of unreasonably objectionable noises to another apartment. Eighty percent (80%) coverage of floors, excluding kitchens, bathrooms and closets, is generally considered adequate, but additional coverage may be required to prevent transmission of noise. Occupants shall have thirty (30) days from the date of occupancy or notice of violation to comply with this rule. Within one (1) week following a move-in, the Resident Manager will welcome the new occupant(s) and inspect the property for adherence to House Rules and Regulations.
- (d) During any major or minor remodeling, or change in any apartment requiring hammering, sawing or any other noise making activity, the contractor or workers will be required to keep noise to a minimum. Workers' radios, tape or CD players,

stereos, etc. shall be played at a level so as to not disturb the neighbors and/or other occupants. No major or minor remodeling or change in any apartment requiring noise making activity shall be conducted prior to 8:00 a.m. or after 6:00 p.m. on weekdays and before 9:00 a.m. or after 6:00 p.m. on weekends and holidays.

7. Relationship between Corporation Employees and Occupants.

If any money or articles of any description are left with any building employee, such employee shall be the agent of the occupant and not of the Corporation and shall be acting at the sole risk of the occupant. The Corporation does not assume any responsibility for loss or damage to property in such cases.

8. Restrictions on Use and Alterations

(a) Except with the advance written approval of the Board of Directors, each apartment will be used only as the private residence of a shareholder, sub-lessee and members of his family, or guests visiting no more than thirty (30) days.

(b) No Member may make in any apartment any structural changes or alterations in electrical or plumbing installations, nor may any Member install any electrical equipment imposing an added load on the electrical system of the premises, without first obtaining written approval of the Board. This is a community. Please let your neighbors know at least a week in advance if you will be doing construction in your unit. Notification would allow your neighbors to make other plans at that time should they not want to be in the vicinity of the noise. Contact the Resident Manager for a blank notice form.

(c) No sub-lessee may remodel or make any structural changes in any apartment, or make any alterations, additions or decorations of any nature, or remove, replace or exchange fixtures or equipment of any nature in any apartment without the prior written consent of the Member owning the apartment, who, before consenting to any alterations or change covered by paragraph 8(B) herein, must obtain the written approval of the Board of Directors.

(d) As a condition of approval of structural alterations or changes in electrical or plumbing installations by a shareholder, the Board will require the shareholder to indemnify the Cooperative against loss from damage to the property of the Cooperative or other occupants caused by the alteration or change and against any mechanic's lien filed against the premises as a result of the alteration or change.

9. Windows and Building Exterior

(a) No person shall interfere with the harmony of, or change the appearance of, the exterior of the Building. Occupants shall not cause or permit anything to be thrown or hung out the windows of the building.

(b) No sign, notice, advertisement or illumination (with the exception of holiday decorations), shall be inscribed or exposed to public view on or at any window or other part of the Building.

(c) No Occupant shall alter or modify the exterior of his apartment except as such shall have been approved in writing by the Board, which approval may be granted or refused in the sole discretion of the Board.

10. Pets

Only resident-owners will be allowed to have pets, provided that such pets do not constitute a nuisance to other residents. The keeping of a pet is a privilege extended to resident-owners and is subject to termination for cause at any time by the Board of Directors. For the benefit and protection of all 3900 residents, guests, and employees, the following rules and regulations regarding the keeping of pets apply:

(a) Number of pets: The total number of cats and dogs allowed per apartment is: two cats, or one dog, or one cat and one dog. The limitation on the number of pets is effective immediately and applies to current residents obtaining pets and all future resident-owners. Cats must be apartment cats only; they are not permitted to wander the premises. Dogs may not weigh more than 30 lbs.

No resident-owner may raise, breed, or keep any domestic household pet or other animal for any commercial purpose. Nor shall any uncommon or potentially dangerous pet be kept for any purpose at any time. Only two birds are allowed.

(b) Registration of pets: All pets must be registered with the Manager within 2 weeks of arrival (and/or the effective date of these rules) and inoculated as required by District of Columbia law. Proof of inoculation must be presented at registration. The registration form and a photo of the pet will be kept in the Manager's office. A registration fee of \$25.00 per pet is required. A resident-owner failing to register a pet with the Manager's office is subject to a \$50.00 fine and must submit a pet registration form within one week. Failure to comply will result in the immediate removal of the pet from the building.

(c) Entering and exiting 3900 with a pet: Resident-owners must use the loading dock and/or tradesmen entrance or the garage. Pets must be kept on a leash or in a carrier at all times when outside the resident-owner's apartment. Resident-owners

may not linger in public areas, i.e. the lobby and hallways, with their pets. Pets are not allowed in the laundry room.

(d) Use of elevators: Due care must be taken by resident-owners to protect passengers and elevators. As a courtesy and to protect residents with health issues, e.g. allergies or phobia, pets are not allowed in any elevator in which a passenger or person waiting for the elevator objects to the presence of the pet. Pet owner should ask occupants of elevators for permission to use elevator. Pet owners are strongly encouraged to use the stairs.

(e) Noise: If any pet creates unnecessary noise or in any way creates a disturbance, nuisance or unpleasantness, the Manager, acting for the Board of Directors, is authorized to require the pet owner to remove the pet immediately.

(f) Curbing pets: Pets must not be curbed on 3900 grounds, including driveways, the parking lot, sidewalks and grass plots. If failure to properly dispose of pet waste or clean up occurs, a fine will be levied.

(g) Bathing: Pets shall not be groomed or washed in any place in 3900 except the pet owner's apartment.

(h) Guest pets: In order for guests of resident-owners to bring pets to visit, (for a period of time not to exceed two weeks), requests must be submitted in writing to the Manager prior to the arrival of the guest pet. Resident-owners shall be held responsible for appropriate behavior of their guest pets. If the procedure is not followed, a fine may be levied against the resident-owner. The Board on a case-by-case basis will consider exceptions to this provision. Such requests must be submitted in writing to the Manager prior to the guest pet's arrival.

(i) Violations: Any violation of these House Rules regarding pets or any other pet misbehavior should be immediately reported in writing to the pet's owner and to the Manager. After written notice and a hearing, the Board of Directors will take appropriate action, including, but not limited to the following:

- 1st offense – written notice
- 2nd offense – \$50 fine
- 3rd offense – \$100 fine
- 4th offense – immediate removal of pet from building premises.
- Failure to properly dispose of pet waste or to clean up is a \$100 fine for the first occurrence, \$300 for the second occurrence, and removal of pet(s) from the property if 3rd incident should occur.

(j) Hold Harmless: The resident-owner shall hold the Manager and Board of Directors harmless against the loss of liability for any actions of his/her pets within 3900. All resident-owners are fully and solely responsible for personal injury and or property damage caused by their pets.

Having a pet in the building is a privilege. Be respectful of the established rules, your neighbors, and your pet.

Shareholder Signature _____ Date _____

Manager/Board Representative _____ Date _____

11. Utility Equipment.

All utility equipment of any nature installed or used in each apartment shall fully comply with all rules, requirements or recommendations of the local public authorities having jurisdiction over the same, and the occupant alone shall be liable for any damage or injury caused by any such utility equipment in the occupant's apartment or in any other part of the building.

12. Apartment Access.

(a) Every shareholder and occupant shall cooperate in providing access to his apartment by the Cooperative or its representatives in the necessary discharge of the Cooperative's responsibilities. The reasons for access include, but are not limited to safety, health and maintenance of equipment, work on improvement and repair projects, inspection for and verification of rules violations, etc. Personnel involved may include the Property Manager, Resident Manager, members of the engineering and maintenance staff, the Cooperative's consultant or contractor, or a member of the Board of Directors. If not an emergency, prior notification must be given to the occupant before entering the apartment.

(b) In the event of water leaks, gas leaks, fire or similar emergencies, quick access to an apartment may be necessary in order to protect occupants and the building. In order to provide for access in such emergencies when the occupants of the apartment are absent, the following system has been established:

(i) Each occupant must give one copy of all keys necessary to his or her apartment to the Resident Manager. These keys will be coded and placed in a locked cabinet in the Resident Manager's office. **THESE KEYS ARE**

FOR EMERGENCY USE ONLY.

(ii) Deposit of keys with the Resident Manager is a condition of residence in 3900 Tunlaw Road and must be completed before residence is assumed. In the event of a change of locks after residence has been taken up, failure to leave the necessary keys with the Resident Manager for the emergency key cabinet will make the occupant or shareholder liable for any and all expenses caused by forcible entry and any damage to other apartments and to the common property of the Cooperative and will be a cause for expulsion from residence at 3900 Tunlaw Road.

(c) If the Cooperative engages a contractor to perform repairs or improvement work for the benefit of the shareholders or occupants, generally, and the performance of the work requires access to the apartments, the occupants thereof may not make unreasonable demands in providing necessary access upon notification of the Board. If the Board finds that an unreasonable demand on the part of any occupant in such a situation results in additional cost to the Cooperative, the additional cost may be assessed against the shareholder who owns the apartment.

13. **Parking Spaces.**

(a) The parking spaces are for automobiles intended for passenger transport. Each parking space is reserved exclusively for the use of the shareholder or sub-lessee who owns the shares of stock in the Corporation allocated to that parking space. All occupants must observe and abide by all parking regulations as posted by the Board and/or local authorities.

(b) Vehicles and their contents shall be parked at the property at the sole risk of the owner, and the Corporation shall in no event be liable for the loss, destruction, theft of or damage to such property.

(c) Parking vehicles in such a manner that blocks sidewalks or driveways or impedes or prevents ready access to any entrance to any entrance or exit from the Building or another vehicle shall not be permitted. Violators' vehicles will be ticketed and towed at the vehicle owner's risk and expense.

(d) Parking in the entrance and at the front of the Building, a fire zone is prohibited and subject to being ticketed and towed at the vehicle owner's risk expense.

(e) An administrative fee for replacement of a lost entrance card/key will be imposed by the Board.

(f) Guest parking spaces are for bona fide guests only. Guest parking spaces are not intended and shall not be used continuously for the same guests. All guests or their

hosts must register their guests' vehicles prior to, or upon their arrival. Guest parking is limited to seventy-two (72) hours. Guest parking permits MUST be displayed at all times, as directed by the Resident Manager.

(g) All occupants' vehicles being parked in the 3900 Tunlaw Road parking lot of garage must be registered with the Resident Manager. All registered vehicles will receive an official 3900 Tunlaw Road permit which must be displayed at all times on the vehicle as instructed by the resident Manager. This rule also applies to sub-lessees.

(h) No junk, inoperable or partially dismantled vehicle or other vehicle on which current registration plates and current inspection stickers are not displayed shall be kept in the parking area nor shall any trailer, truck, commercial vehicles, camper, camper truck, house trailer, boat or the like be kept upon any common elements without written permission of the Board of Directors.

(i) No repair or maintenance of automobiles or other vehicles shall be performed upon the premises.

(j) Parking areas are monitored. Parking violations shall result in a warning followed by ticketing and towing of the violator's vehicle and imposition of a fine.

14. Water.

Toilets and other water and sewer equipment shall not be used for purposes other than those for which they were designed, and no sweepings, diapers, rags, or other improper articles shall be thrown therein.

15. Extra-hazardous Activity.

Shareholders and occupants shall not permit any act or thing deemed extra-hazardous on account of fire or other casualty or that will increase the cost of insurance on the Building. Occupants shall not keep any gasoline or other explosive or highly flammable material in apartments, storage areas or parking areas.

16. Recreational Facilities/Fitness Room.

Any person using any of the recreational facilities that are available for their use do so at their own risk and sole responsibility for any accident or injury in connection with such use. The Corporation shall not be responsible for any damages, accident or injury or by any persons using the recreational facilities. The following additional restrictions apply:

(a) The fitness room will be open and available for use from 6:30 a.m. to 9:30 p.m.

daily.

(b) The fitness room will be for use by residents of 3900 Tunlaw Road and their invited guests only.

(c) No one under eighteen (18) years of age may use the exercise room unless accompanied by a parent or guardian.

(d) Access to the exercise room will be by a separate key, which will be issued to any resident upon signing a waiver of liability form.

(e) No eating, drinking or smoking will be permitted in the exercise room.

(f) All equipment must be used in accordance with the instructions that are posted on the equipment.

(g) Rowdiness or misuse of equipment or violation of any of these rules will be cause for revocation of the right to use the exercise room.

17. Authority of Managing Agent.

All references to the Board or the Corporation in these Rules and Regulations, shall include the Managing Agent wherein the Board has delegated this authority to such Managing Agent.

18. Unit Change of Occupancy.

(a) All unit changes of occupancy (move-in or move-out) must be arranged in advance with the Resident Manager to ensure that the Building is appropriately prepared for the move. Failure to provide such notification will result in an automatic fine assessed by the Board against the shareholder. Further, the Resident Manager is authorized to prohibit a move-in or move-out unless satisfactory arrangements have been made in advance.

(b) Move-ins or move-outs will be permitted Monday through Saturday, between the hours of 8:00 a.m. and 6:00 p.m. The Resident Manager must approve all exceptions. All move-ins and move-outs will occur through the loading dock area unless approved otherwise by the Resident Manager. The Board on a case-by-case basis will make assessments for actual damages to the Building, improvements or grounds of the Corporation.

(c) An administrative fee of Three Hundred Dollars (\$300.00) shall be charged for a

change in occupancy, including moves between units within the Building. This is a one-time charge to cover both the move-in and move-out. This fee must accompany the application to the Board for any such change of occupancy. This includes move-ins and move-outs of both shareholders and sub-lessees.

19. Physical Damage to Cooperative Property.

In the event that physical damage is caused to the Building, improvements or grounds of the Cooperative, the Board will assess the shareholder for repair or replacement. The Board on a case-by-case basis will determine such an amount.

20. Physical Damage to Shareholder Property.

Charges will be assessed against the shareholder from whose unit such damages arise, i.e., dishwasher overflows into adjacent unit(s). Management shall make all emergency repairs to shareholder property if the shareholder cannot be consulted before further damage occurs. This applies to both owner occupied and rental units. When non-shareholder tenants are involved, owners will be billed for such repair. Every effort will be made to inform the owners before repairs are made.

21. Access System.

(a) Admission of guests and responsibility for their actions while on Corporation property is that of the shareholder or tenant. The Board reserves the right to deal with violations on a case-by-case basis, including the assessment of fines against owners and/or eviction of non-owner tenants.

(b) Entry keys to the building will be dispensed as follows: One (1) key for every shareholder named on the lease plus one (1) extra key for that unit. The Resident Manager has sole discretion to issue additional keys. There will be a charge for any replacement or additional keys.

22. Sale of Cooperative Shares.

The Board of Directors requires a minimum of fifteen (15) business days notice between receipt of required financial data from potential purchasers and the proposed settlement date.

23. Sub-Leasing of Units.

Shareholders who sub-lease their units are bound by the following rules:

(a) Shareholders are responsible for informing their renters of all Cooperative By-Laws and Rules and Regulations.

- (b) All sub-leases entered into between shareholder and tenant must be approved by the Board, and prepared on the standard lease agreement form as approved by the Board.
- (c) All sub-leases entered into between shareholder and tenant must be submitted to the Board for approval. The Board will review the submitted sub-lease prior to Board approval of the sub-lease. **All outstanding bills, fines and moving fees must be paid before Board approval is given.**
- (d) A copy of the approved sub-lease must be given to the Resident Manager in order to schedule a move-in date.
- (e) No sub-lease will be approved by the Board for a term of less than one (1) year. Upon application by the shareholder, the Board may, under extenuating circumstances, grant a waiver of the minimum term of the lease. Any lease broken for any reason before one (1) year is subject to a charge of seventy-five dollars (\$75.00) per month for each month short on the lease. This is charged to the shareholder and not the tenant leasing the apartment.
- (f) Sub-sub-leasing of the unit is not permitted by the sub-lessee.
- (g) No sub-lease will be approved by the Board which permits occupancy by more than:
- (i) One (1) adult in an efficiency apartment.
 - (ii) Two (2) adults in a one bedroom apartment.
 - (iii) Three (3) adults in a two bedroom apartment.
- (h) All shareholders, prior to the signing a sub-lease, shall submit a completed information form filled out by the proposed occupant. This form is available from the Resident Manager.
- (i) Shareholders must professionally paint and clean the apartment between each tenant.
- (j) Within one (1) week following a move-in, the Resident Manager will welcome the new occupant(s) and inspect the property for adherence to House Rules and Regulations. Follow-up should be scheduled as necessary with written reports to the Board of all visits.

24. Lockouts.

Occupants are urged to leave a spare set of keys to their unit with a friend or relative. The Resident Manager will be available to provide access to an occupant locked out of his/her apartment during regular business hours. An administrative fee of Twenty (\$20.00) Dollars shall be charged for such services conducted outside of the Resident Manager's regular office hours. In the Manager's absence, Occupants may contact a member of the Board of Directors for access.

25. Waterbeds.

No waterbeds are allowed.

26. Improvements to Units.

Shareholders shall notify the Board, in writing, of all capital improvements or structural changes to their units prior to the start of such work. All such improvements or changes must comply with House Rule #8, (Restrictions on Use and Alterations.)

27. Insurance.

Shareholders and their sub-lessees are encouraged to obtain insurance on his/her property and contents and personal liability insurance.

28. Payment of Insurance Deductibles.

Except in the event that damage is caused by the fault of a member of the Cooperative, the insurance deductible shall be treated as if it were a maintenance expense and shall be paid by the person or entity responsible for such maintenance or repair in the absence of insurance. If the maintenance and repair responsibility cannot be determined by the Board, and/or if the loss affects more than one apartment or an apartment and the common areas, the total deductible may be apportioned equitably by the Board among the parties in accordance with the total cost of repair.

If the Board in its discretion determines that the damage or liability results from the intentional act, negligence or recklessness of an occupant or an occupant's guest, invitee, tenants or agents, the Board may require the deductible to be paid by said occupant.

29. Term of Owner Occupancy.

Shareholders must reside in their units for at least one (1) year prior to subleasing that unit.

30. Shareholders' and Occupants' Liabilities.

- (a) Property of the Cooperative or of any shareholder or occupant that is damaged as a result of an open window in an occupant's apartment or for any carelessness or negligence of any occupant, will be repaired or replaced at the sole expense of the occupant responsible for the damage.
- (b) An occupant will be responsible for any damages to 3900 Tunlaw Cooperative property committed by members of his family, his guests or employees, or resulting from the carelessness or negligence of family members, guests or employees.
- (c) The failure of an occupant to maintain plumbing and household equipment in such condition as will prevent damage the property of others will be deemed to be negligent within the meaning of this section.
- (d) The Cooperative's insurance does not cover the personal property of shareholders and occupants, nor does it provide protection to them against third-party personal injury or property claims. Shareholders and occupants should carry their own insurance on the contents of their apartment and third-party liability.

31. Violations/Enforcement.

For the benefit and protection of the Cooperative and the occupants, the following enforcement procedure will govern any violation of the House Rules and Regulations:

(a) **Initial Actions to Secure Compliance.** Any occupant, officer, or agent of the Cooperative has the authority to request that an owner or resident cease or correct any act or omission that appears to be in violation of the aforementioned House Rules and Regulations.

(b) **Written Request.** After a complaint has been filed, a written request shall be sent to the alleged violator by the Managing Agent, or any other designated agent of the Cooperative, in accordance with the following procedure:

(1) The alleged violator shall be requested to cease and desist from the alleged violation and shall be advised of: (i) the alleged violation; (ii) the action required to abate the violation; and (iii) a time during which the violation may be abated without further sanctions or a statement that any further violations of the same provision may result in the imposition of sanctions after notice and hearing.

(2) The request shall identify the applicable part of the Rules and Regulations that has been violated.

(3) The request shall be mailed to the member at the address on file at the Management Office, and to the occupant of the property, if not the member.

(4) A copy of the request shall be filed in the Management Office.

(c) **Failure to Comply with Request.** If a continuation or a repetition of the violation occurs, the following procedure shall apply.

(1) **Written Complaint.** Any person may file a written complaint. The complaint shall set forth the acts or omissions with which the occupant is charged, in sufficient detail so that the respondent will be able to prepare a defense. The complaint shall identify the specific provisions that the respondent is alleged to have violated and supporting facts. The complaint must be as specific as possible as to times, dates, places and persons involved.

(2) **Preliminary Investigation.** The Board shall make a preliminary investigation as to the validity of the complaint. If the alleged violation has been corrected since the complaint was made, or if the complaint is for any other reason no longer valid, the Board shall determine the appropriate disposition of the matter. If preliminary investigation indicates the need for further action, the Board may proceed as appropriate with the steps set forth below.

(3) **Cease and Desist Request.** The Board will issue a cease and desist request to the occupant stating the time period in which the violation must cease and desist.

(4) **Notice of Hearing.** If the occupant does not cease and desist the violation in the prescribed time period, the Board shall serve a Notice of Hearing and a copy of the complaint on the occupant. The Cease and Desist Notice shall be served not less than fifteen (15) days prior to the date of the hearing. The Notice shall be hand delivered or mailed return receipt requested, to the occupant at the address or addresses required for notice of meetings and, in the case of non-owner residents, to the property address as well.

The Notice of Hearing sent to the occupant shall state the time, date and location of the hearing and shall inform the respondent of his or her right

to be present at the hearing, to be represented by counsel and to present any witnesses or evidence. The Notice of Hearing shall also describe any sanctions that may be imposed on the occupant.

(5) Rescheduled Hearing. If any parties can promptly show good cause as to why they cannot attend the hearing on the set date and indicate times and dates on which they would be available, the Board in its sole discretion, may reset the time and date of hearing and promptly deliver notice of the new hearing date.

(6) Amended or Supplemental Complaints. At any time prior to the hearing date, the Committee may permit the filing of an amended or supplemental complaint. All parties shall be notified thereof in the manner herein provided. If the amended or supplemental complaint presents new charges, the Committee shall afford the respondent a reasonable opportunity to prepare a defense to the new charge.

(d) Hearing. A hearing shall be conducted in executive session by the Board to afford all parties a chance to present or defend their cases. The following procedure shall apply:

1. Proof of Notice, Minutes. Proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the party who delivered such notice. The notice requirement shall *also* be deemed satisfied if the occupant appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

2. Constraints on the Board. It shall be incumbent upon each member of the Board to make a determination as to whether that member is able to function in a disinterested and objective manner in consideration of the case. Any member incapable of such objective consideration of the case shall disclose this fact to the Board and shall not take part in the proceedings or the Board's decision. Any member of the Board has the right to challenge any other member who is unable to function in a disinterested and objective manner.

3. The Board shall select a person to serve as hearing officer and preside over the hearing. Such hearing officer need not be an occupant or a member of the Board. At the beginning of the hearing, the hearing officer shall explain the rules and procedures by which the hearing

is to be conducted.

The Board may determine the manner in which the hearing will be conducted, as long as the rights set forth in this section are protected. The hearing need not be conducted according to the technical rules relating to evidence and witnesses. Generally, any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule, which might make improper the admission of such evidence over objection in civil actions.

4. The complainant and the occupant should attend the hearing, but failure to attend by either party shall not prevent the hearing from going forward. The hearing shall be conducted in executive session.

5. Each party shall have the right to do the following, but may waive any or all of these rights:

- (1) Make an opening statement;
- (2) Introduce evidence, testimony and witnesses;
- (3) Cross-examine opposing witnesses by directing questions to the hearing officer;
- (4) Rebut evidence and testimony; and
- (5) Make a closing statement.

Even if the complainant or the respondent does not testify in his own behalf, each may still be called and questioned.

(e) **Decision.** After all testimony and documentary evidence has been presented to the Board, the Board shall vote upon the matter. Agreement of a majority of those voting shall be required for a decision. The decision shall be made promptly after the hearing.

The Board shall prepare written findings of fact. A copy of the findings and decision of the Board, including a majority and minority opinions, if any, shall be provided to the occupant and the complainant, if any. A summary of the decision, excluding names of persons involved and addressing only the issues and the Board decision shall be included in the Board Minutes.

(f) Any inadvertent omission or failure to conduct any proceeding in exact conformity with this Resolution shall not invalidate the results of such proceeding, as long as a prudent and reasonable attempt has been made to ensure due process according to the general steps set forth in this resolution.

(g) **Appeal.** Decisions of the Board are final.

(h) **Legal Action.** Notwithstanding any provision of this Resolution, the Cooperative may initiate legal action at any time without following the procedure set forth herein if, in the judgment of the Board, the interests of the Cooperative so require.

32. Fines.

The Board may levy reasonable fines for violation of these Rules and Regulations.

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