

**EDMONDS SCHOOL CONDOMINIUM UNIT OWNERS' ASSOCIATION**

**BOARD OF DIRECTORS**

**ADMINISTRATIVE RESOLUTION NO. 2**

**Revision 2 - July 2020**

**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 areas 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, restrict the use of certain common facilities and/or 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.
- Ensure the dryer duct from the in-unit clothes dryer is professionally cleaned every two years. The Association Board has a preferred cleaning contractor and can arrange for cleaning of all dryer ducts on the same day which reduces the costs to individual owners.
- Employ contractors which must be licensed and insured, including Workman’s Compensation Insurance, for any work on the property and inside a residential unit.

## **B. Entry Call Box Code & Key Fobs**

The Access Code for the keypad for unlocking the D St NE door may be obtained from an Association Board member. The Access Code is restricted to Owners, their tenants and Association Board-authorized delivery services, e.g. USPS, UPS and others. An Owner or their tenant shall obtain prior Association Board approval before providing the Access Code to any non-resident.

Visitors may use the Call Box for entering the building by scrolling to the unit owner's name and using the keypad to call the resident. The resident can unlock the door by pressing 9 and hanging up. The door will be unlocked for 3 seconds to allow entry.

Additional or replacement key fobs can be purchased through the Association Board for \$50. Residents will be charged the cost for deactivation of a lost fob. 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. The 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 shall obtain prior approval of the Association Board.

## **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, see Appendix A
- All pets shall be kept on a leash when in the common areas unless they are carried by a responsible person.
- Pets shall be permitted only on hardscape areas. Pets shall never be permitted 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 repaired by the pet owner immediately.
- Residents are responsible for any damage to common areas, the building, or the Condominium property caused by his/her pet(s).

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. Trash and Recycle Containers are for Residents only.

- **Regular Household Trash.** All trash must be in trash bags and placed in designated trash receptacles. DO NOT put un-bagged trash in the trash receptacles. DO NOT leave household trash in bags on the ground, and do not leave trash by the individual unit doors. Leaving waste anywhere on the property encourages rats which are a problem as evidenced by the bait stations which are regularly serviced by our pest control contractor.
- **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. Signs for compliance with DC recycling guidelines are posted in the lobby.

- **Boxes.** *Break down all boxes.* All boxes must fit inside recycling containers or neatly tied/stacked next to the recycle containers. Recycling the volume of parcel delivery is an issue for our limited recycle area, so reducing the volume by breaking down the boxes is essential.
- **Hazardous Waste.** There is no provision for disposal of hazardous waste on the Condominium property. Contact proper regulatory agency for disposal advice.
- **Bulk trash.** Bulk trash removal shall be coordinated with the Association's Trash/Recycle Removal Contractor 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 area, inside or out except for the bike racks already provided. Any damage to common areas 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.

Bicycles shall be registered with the Association Board. The purpose for registering bicycles is to be able to advise the owner in the event of theft or damage to the bicycle in the Bike Shelter and to advise bike owners of alternate storage during the winter months. Bicycles can be registered by using the form in Appendix B which includes a picture of the bicycle. Registration is free.

#### **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.

Grills are strictly prohibited. The Association Insurance Policy prohibits use of grills on terraces and other locations on the Association property. A community grill, located on the deck above the parking area, is available for use by residents. Grills for use in the townhouses shall be approved by the Association Board.

Parcels and mail should not be left in the lobby. All deliveries should be retrieved by the end of the day following delivery or alternative arrangements made for pickup when items cannot be retrieved in a timely manner.

## **I. Noise**

Residents should exercise extreme care to avoid unnecessary noise. Residents shall not make any disturbing noises in their unit that would interfere with the rights, comfort, or convenience of any other Residents. 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.** Residents shall refrain from inappropriate activities in common areas, including excessive drinking, slamming of doors, loud music or noise, moving furniture, or using loud equipment, etc. after 10 p.m. Monday through Thursday, and 11 p.m. Friday and Saturday until 8 a.m. of the following day. Sundays, the entire day, are considered quiet days for the building and quiet should be maintained.
- **Guests.** Residents are responsible for the conduct of their guests and any damage done by their guests to or in the common areas.
- **Non-Authorized Visitors.** Residents should request non-authorized visitors to leave the Property.
- **Smoking.** Smoking is prohibited in common areas, including the Party Deck.
- **Littering in Common Areas.** 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, the user shall notify a Board member so that the spare tank can be refilled. No pits or open flames are permitted in the Condominiums. Propane tanks may not be stored inside the building.
- **Deck Furniture.** The furniture, which are provided with a cover, 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.

- **Deck and Grill Clean-up.** The day of or following use, the grill, furniture and deck surface should be checked to ensure that the area was left clean from the use the previous day/evening.
- **Lawn and Terrace Wells.** The use of the lawn is generally discouraged. The lawn, shrubbery and plantings are in close proximity to and in the direct line of view thus encroaching on the privacy of the terrace residents. The lawn is treated with safe commercial chemicals unlike the local parks which are more suitable for gatherings. The terrace wells are surrounded by “green fences” thus encroaching close to the wells could be hazardous. **Children should never be left unsupervised when in the common area parking and grounds.**
- **Spills and Breakage.** Any spills or soiling of the common areas must be cleaned up immediately and completely. Residents may bear the cost of clean-up if not done timely and completely. If a Resident breaks anything in the common areas, he or she is required to notify the Association Board. That individual may be required to bear the cost of repair or replacement.
- **Damage or Theft.** 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 areas without written permission from the Association Board.

#### IV. MOVE-INS AND MOVE-OUTS

##### A. **Permissible Hours**

Residents shall schedule any moves with the Association Board at least one week in advance of a move. The move may only take place between the hours of 8 a.m. and 7 p.m. Moves are prohibited on Sundays. Residents should arrange for No Parking signs for the moving truck by contacting the appropriate DC authority and posting the signs at least 72 hours in advance of the moving day. Residents must be present to supervise the move-in or move-out and to ensure no damage to walks, landscape, 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 or their Agent. Failure to install or remove the elevator pads will result in an assessment to the owner of \$50.00 for either installation or removal.



## **B. Move-In Fee**

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, a non-refundable fee of \$200.00 for each move-in or move-out will be imposed on each move-in or move-out to cover the reasonable costs and expenses, and incidental wear and tear associated with move-ins or move-outs. In addition, the staging of a unit for sale shall be considered a separate move-in, move-out and be subject to a separate \$200 fee. 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 fee, including repair of damages to common areas, 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.

Moving household goods or outdoor furniture of items shall be through the building entrances/exits. Moving items through the terrace over top of the plantings and grass is strictly prohibited and will result in additional fees.

## **V. PROPERTY MANAGEMENT, CONSTRUCTION, AND REPAIRS**

### **A. Property Management Company**

EJF Real Estate Services [% [jcavanaugh@ejfrealestate.com](mailto:jcavanaugh@ejfrealestate.com)] 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 – Saturday      8 a.m. and 6 p.m.

Sunday                  Prohibited, except for emergencies and “quiet” projects

## **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 which may be threatening another unit or a common element 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.

## **VII. LEASE/RENTAL POLICY**

### **A. Lodging for Transient or Hotel Purposes, e.g. AirBnB or similar personal leasing/renting service, 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: Delbe Real Estate % [jcavanaugh@delbe.com](mailto:jcavanaugh@delbe.com)

*Please Print*

--

Pet's Name

Pet Owner's Name:

--	--

Unit #

Pet Owner's Telephone Numbers

--	--	--

Home

Work

Cell

Pet Information:

--	--	--

Breed

Age

Weight

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: \_\_\_\_\_

## **APPENDIX B: Bicycle 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: Delbe Real Estate % jcavanaugh@delbe.com

Bicycle Owner's Name:

--	--

Unit #

Bicycle Owner's Telephone Numbers

--	--	--

Home

Work

Cell

Bicycle Information:

--	--	--

Make

Model

Color

Picture of bicycle

[Insert picture]

I have read and fully understand the Edmonds School Condominium Rules and Regulations  
pertaining to bicycles and I agree to fully comply with these rules.

Signature of Bicycle Owner: \_\_\_\_\_ Date: \_\_\_\_\_

**RESOLUTION ACTION SHEET**  
**EDMONDS SCHOOL CONDOMINIUM UNIT OWNERS' ASSOCIATION**

**Resolution Number:**        **2 - Revision 2 - July 2020**

**Resolution Title:**        **RULES AND REGULATIONS**

**Date of Adoption:**        \_\_\_\_\_

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

**Signatures:**

**Vote: (Y/N)**

\_\_\_\_\_

\_\_\_\_\_

**Director - Judy Warren president**

\_\_\_\_\_

\_\_\_\_\_

**Director - Robert Anderson**

\_\_\_\_\_

\_\_\_\_\_

**Director - Tom Skinner**

\_\_\_\_\_

\_\_\_\_\_

**Director - Joanne Chan**

\_\_\_\_\_

\_\_\_\_\_

**Director - Samantha Clark**

**ATTEST:**

\_\_\_\_\_  
**Secretary**

\_\_\_\_\_  
**Date**

2077056



RESOLUTION ACTION SHEET

EDMONDS SCHOOL CONDOMINIUM UNIT OWNERS' ASSOCIATION

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Resolution Title: RULES AND REGULATIONS

Date of Adoption: \_\_\_\_\_

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Signatures:

Vote: (Y/N)

Judy B Warren

Y

Director - Judy Warren president

\_\_\_\_\_  
Director - Robert Anderson

\_\_\_\_\_  
Director - Tom Skinner

\_\_\_\_\_  
Director - Joanne Chan

\_\_\_\_\_  
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ATTEST:

Sad O. e

Secretary

7/14/20

Date

20/7/2020

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\_\_\_\_\_  
**Secretary**

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**ATTEST:**

\_\_\_\_\_  
**Secretary**

\_\_\_\_\_  
**Date**

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**Vote: (Y/N)**

\_\_\_\_\_  
**Director**

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**Director**

\_\_\_\_\_  
**Director**

\_\_\_\_\_  
**Director**

*SLANK*

\_\_\_\_\_  
**Director**

**ATTEST:**

\_\_\_\_\_  
**Secretary**

\_\_\_\_\_  
**Date**

2077056