

Rules and Regulations
Ponce De Leon Cooperative

**HOUSE RULES AND REGULATIONS
FOR ALL OWNERS AND RESIDENTS
OF
THE PONCE DE LEON COOPERATIVE INC.
Revised and Updated November 2015**

Ponce de Leon Cooperative House Rules

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1. INTRODUCTION

The Ponce de Leon Cooperative, Inc. was organized for the purpose of operating and managing an apartment building under the cooperative form of ownership in the interest and for the housing of its members and other lawful occupants.

The responsibility for conducting the affairs of the Cooperative is vested in the Board. These duties are to be carried out in accordance with the Articles of Incorporation and the By-Laws of the Cooperative, supplemented by House Rules and Regulations developed by the Board as necessary to meet the best interests of the Unit Owners.

The Board recognizes that cooperative living requires certain guidelines to regulate the care and use of community facilities and to promote the comfort and well-being of all the Residents.

The Articles of Incorporation and the By-Laws give the Board authority to adopt rules and regulations to govern the affairs and operation of the building. Violation of these House Rules may result in fines or other disciplinary action by the Board.

Any suggestions or complaints should be submitted in writing to the President of the Board of Directors. These may be considered at the regular meetings of the Board.

2. MANAGEMENT COMPANY

The Management Company follows the policies and procedures adopted by the Board and is responsible for the work of all its employees.

The Management Company is in charge of day-to-day operations, directly supervising all employees and is available at reasonable times Monday through Friday. In emergencies, the Management Company may be reached by telephone or email.

The Management Company, which is responsible to the Board, also performs a number of other functions for the Cooperative, including

- billing and bookkeeping,
- advice on engineering,
- building maintenance and employee matters,
- counseling in dealing with governmental requirements,
- Cooperative insurance,
- obtaining bids for work,
- procurement and repairs, and
- special assignments upon request of the Board.

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3. DEFINITIONS

The term "Property Manager" refers to the on-site employee of the Management Company.

The term "Resident" refers to Cooperative shareholders, sub-lessees of shareholders, and those members of the families of such shareholders or sub-lessees who reside with them.

The term "Unit Owner" refers to Cooperative shareholders.

All terms and expressions used herein which are also used in the Articles of Incorporation and the Cooperative By-Laws shall have the same meaning as in such Articles and By-Laws, unless the context shall otherwise require.

4. COOPERATIVE PAYMENTS

Monthly Cooperative assessments are due by the 1st day of the month, and late fees will be assessed as follows: if an assessment is more than ten (10) days late, interest will be charged on the amount unpaid at a rate of 5% APR monthly until paid.

Refer to Article III, Section 14 of the By-Laws of the Ponce de Leon Cooperative for additional information about payment options accepted by the Management Company. Details are also available in the Shareholders' Welcome Package and from the Board.

5. MASTER INSURANCE & PERSONAL PROPERTY INSURANCE

The Cooperative's master insurance policy is limited to coverage of the property of the Cooperative. The Cooperative insurance is subject to deductible amounts, which are the responsibility of the Unit Owner(s) making a claim. The general liability insurance carried by the Cooperative is limited in scope, and does not cover any personal liability Unit Owners might incur.

Unit Owners are required to hold a Cooperative Unit Owner's Insurance Policy (or similar policy) providing appropriate coverage for the Unit Owner's personal property, and providing appropriate coverage for liability and the deductible for the master insurance policy of the Corporation. Each Unit Owner must provide a copy of such insurance policy prior to moving into a unit. The Board requires Unit Owners to submit an updated copy of their personal property insurance policy on an annual basis, in the fall, due by November 1.

Personal property means all personal belongings, including anything attached to the building's original walls, floors or ceiling, which would include by example: fixtures, air conditioning units, cabinets, paint, wallpaper, tiles, flooring, drop ceilings, windows, external doors or any other structure added to the original building structure by either

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you or any former Unit Owner.

To the extent a building insurable event has occurred, the Unit Owner(s) affected are responsible individually or through their individual insurance carrier for all costs up to the corporation's deductible amount and any other costs not covered by the master policy.

6. TRANSFER OF OWNERSHIP (SALE OF STOCK)

Unit Owners must notify the Board of the intent to sell and the name of the real estate agent who will be handling the transaction. The transfer of share ownership shall be subject to the prior written approval of the Board. Policies, procedures, and cooperative applications related to a sale (shareholder transfer) have been established by the Board. Failure to follow the policy could result in a delay in closing or possibly a rejection of a potential purchaser. The Board has 30 days to review and make a decision on a prospective Unit Owner application.

Unit Owners are required to provide a copy of the Cooperative's Lead-Based Paint Statement, dated 10/3/96, and supporting documents to all prospective purchasers and sublet applicants. Written proof of the conveyance of this information, which is required by the EPA's Residential Lead-Based Paint Hazard Reduction Act of 1992, must be submitted to the Board before the Board reviews the applicant. This written proof must be on an executed disclosure form provided by a Real Estate agent, or on a "Receipt of the Cooperative's Lead-Based Paint Statement and Supporting Documents" form available from the Cooperative. The Board will not grant approval for the sale or sublet of any unit until such proof is received.

7. SUBLEASES (RENTALS)

The Unit Owner's proprietary lease states that a Unit Owner may from time to time sublet his or her Cooperative Unit with the consent of the Board. The Cooperative, through the Board, endorses and desires to preserve the high standard of living for all Unit Owners that is attributable to an owner-occupied and owner-managed building. The Board has established the following policy for sub-letting. Failure to follow the procedures will result in fines and may result in Board refusal to permit sub-let of a unit.

No more than six Cooperative units may be sub-let during the same time period. The Board may decide to exceed the maximum level for a short period of time if the Board determines it is appropriate to accommodate an exceptional circumstance.

In accordance with the by-laws, sub-lease agreements must be for at least one year. The lease may be longer, subject to Board approval. The Board may approve requests to renew sub-lease agreements after giving consideration to total outstanding sub-leases, pending requests for sub-leases and other relevant factors.

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Eligibility to sublease requires two years of residency prior to a sublease agreement. No unit may be acquired and then sub-let after less than two years residency, except as allowed by the Board.

In the event the number of subleases has reached the maximum allowed (six), the Unit Owner with the longest total cumulative months of sublease agreements will no longer be eligible for extension of the current lease or a new sub-lease agreement. If necessary, the Board will maintain a waiting list and keep Unit Owners apprised of any waiting period.

In order to sublease a unit, a Unit Owner(s) must obtain written permission of the Board and agree to the following conditions:

- Proper filing of application and written Board approval of tenant. Applications will be considered only when accompanied by an executed sublease agreement, conditioned only on approval of the sublease application by the Board.
- Proof of Renters Insurance
- The Unit Owner must take all necessary action to ensure a tenant vacates the Cooperative Unit.
- The Unit Owner must agree to indemnify all other Unit Owners against financial losses that may result from failure of a sublease tenant to vacate the Cooperative Unit or abide by rules and regulations of the Cooperative.

Each sublease agreement must include an attachment, on a form provided by the Cooperative, that stipulates:

- The sublease tenant understands the sublease is granted subject to conditions prescribed by the Board; and
- The sublease tenant agrees to abide by all rules and regulations that apply to Unit Owners of the Cooperative; and
- The sublease is granted for one year, and that at the end of the sublease term, the sublease tenant agrees to leave the Cooperative Unit regardless of whether the Unit Owner reoccupies the Cooperative Unit; and
- Permission is granted to occupy the Cooperative Unit only after the Board, through a designated representative, interviews the sublease tenant and certifies that the tenant satisfies financial qualifications and other factors applicable to sublease tenants of the building.

An administration fee shall be collected from Unit Owners who sublet their Cooperative units. The fee shall be \$100 per year, payable to the Ponce de Leon Cooperative, and due at the time of submission of a sublease application to the Board for review and approval. The fee will be returned to the Unit Owner in the event that the Board does not approve the Unit Owner's application for sublease.

Unit Owners who sublet their Cooperative Units without obtaining prior permission of the Board, or in a manner consistent with this policy, are considered to be in violation of this policy. The Board will take any action it believes are necessary to remedy the situation and will at a minimum impose fines and other penalties.

8. UNIT RENOVATION

Structural Changes to Units

Structural changes are those that affect or impact upon the original constructed building, its structural integrity, and those that affect the operation of any utility: main and principal pipes and ducts for carrying water or steam through the building; the main drain pipes; the electrical conduits; all plumbing, heating, ventilating, and other apparatus intended for the general service of the building; and changes which result from the joining of adjacent units. Custom decorating features, wall coverings, the installation of bookcases, minor kitchen and bathroom remodeling, and the like are not considered structural changes.

No structural changes will be permitted without the prior written consent of the Board. No change will be allowed that results in the enlargement of a unit at the expense of the common property of the Cooperative. Only Unit Owners (holders of the Proprietary Documents) may request and receive permission to make structural changes.

Unit Owners proposing to make structural changes in their unit(s) must make written application to the Board. The application should be accompanied by drawings and must provide a complete description of the proposed modification. The Unit Owner must demonstrate that the proposed change will not be detrimental to the building structure, the proper operation of any building equipment system, or any other portion of the building structure. The Unit Owner will bear all costs of any modification and any costs incurred should the modification result in damage to the property or to any other Resident's property.

The Board will seek recommendations of the Management Company and will act only after those recommendations are received. The Board may require independent professional opinions, the cost of which will be borne by the Unit Owner.

The Board may prescribe the conditions under which alterations may be made, including indemnification of the Cooperative by the Unit Owner against all claims for personal injury or property damage caused the Unit Owner's contractor or subcontractors and against all mechanics' liens, and requiring proof that the contractor or subcontractor carries adequate compensation and public liability insurance.

In any event, the Board will act on such application with reasonable promptness.

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Non-Structural Renovation

If a planned in-unit modification, not involving structural changes will require demolition and debris removal, and/or will be performed by a contractor at a cost in excess of \$1,000, such plans must be submitted, in writing, to the Board and the Management Company at least two weeks prior to the start of the work.

All Renovations

A \$200 damage deposit will be required prior to the start of any work described above, at the discretion of the Board.

For all work described above, the Unit Owner and contractor, if applicable, must sign the forms entitled "Rules for Repairs, Maintenance and Renovation Work - Responsibilities of the Shareholder" and "Rules for Repairs, Maintenance and Renovation Work - Responsibilities of the Contractor" acknowledging the prescribed rules. These forms must be returned to the Board-prior to the commencement of any work.

In addition to the rules and requirements described above, the Board may require any of the following preventative measures as it deems necessary:

- Hallway covered with heavy duty paper.
- Hallway walls, from the floor to three and a half feet up, covered with heavy duty paper.
- Plastic sheeting hung generously and maintained over doorway of unit to shield the hallway from dust and debris.
- All construction materials should be brought into and out of the building through the basement or garage door and the freight elevator is to be used at all times.
- Any damage to the common areas of the Cooperative, including the grounds, is to be repaired by the Unit Owner or contractor immediately.
- All dirt or debris in the common areas of the Cooperative is to be cleaned up daily by the contractor.

The Board advises that Unit Owners confirm that all contractors obtain the necessary permits for work and obtain a certificate of insurance. It is also advisable to withhold the last payment, or a portion thereof, to the contractor, until the final inspection of the common areas of the Cooperative, for the purpose of paying any fines levied for damages or other violations by the contractor.

Please refer to "Resident's Liability" and the By-Laws, Article XII, for additional information.

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9. UNIT ACCESS

Residents shall permit access to their units by the Management Company, its employees, Board members, and/or agents at any reasonable time for the necessary discharge of Cooperative responsibilities.

Absent an emergency, advance notice of 24 hours shall be given to a Resident that a Management Company representative or employee, Board member, and/or agent will need to gain access to a Resident's unit.

In the event of water leaks, gas leaks, fire or similar emergencies, immediate access to a unit may be necessary in order to protect the Residents and the building.

In order to provide for such emergency access in the absence of Residents, a key to each lock for each unit shall be provided to the Management Company as an "emergency key" to be kept in a locked safe with only coded identification. This requirement includes keys to dead-bolt locks or other locks installed by Residents on their unit doors.

Emergency keys shall be used in the Resident's absence or incapacitation only as necessary for the safety of persons or property. If used, the circumstances shall be explained in a written note to be placed in the Resident's unit. The Management Company shall maintain a log of all such emergency entries, which shall include: unit number; person(s) entering; reason for entering; time of entrance and departure.

Any Resident's failure to leave a key with the Management Company for emergency purposes shall make the Resident liable for any expense, including the repair of broken doors or locks caused by necessary forcible entry and for any resulting damage to other units and common elements of the Cooperative.

In the event a unit door or mailbox lock needs to be replaced, replacement will be coordinated by the Management Company at the Unit Owner's expense.

When a unit becomes vacant and available for occupancy (sale or rental), the Management Company may inspect said unit to insure that basic sanitary, health, safety, and security conditions have been observed.

10. MOVE-INS AND MOVE-OUTS

Each Resident must follow the procedures as specified below. Unit Owners who are sub-leasing a unit are responsible for the actions of their tenants.

Each Resident is responsible for ensuring that any move into or out of the building is conducted without any damage to the building or to its grounds.

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All damages resulting from a move will be charged to the Resident who is moving. As noted in "Fees, Fines, Deposits and Assessments", each Resident will be required to post a refundable damage deposit of \$200. The deposit, minus any assessed damages to the common areas of the Cooperative, will be returned as soon as practical after a damage inspection is complete.

Should there be damage in excess of the \$200, the Unit Owner will be charged the additional amounts. Inspections and evaluations and assessments of damage will be performed by the Management Company.

Should there be any disagreement with an assessment of damages, the Resident may appeal to the full Board, which will take the matter up at its next scheduled meeting. The Cooperative will not deal directly with moving companies to obtain reimbursement of damages; that is the responsibility of the Resident.

All moves into or out of a unit will be scheduled with the Property Manager company and will be scheduled within the Property Manager's work hours, at least 5 week days before the move will take place. The Resident shall also notify the Board. Only one move is allowed each day.

Moves may only take place Monday–Saturday (non-holidays) between the hours of 9 AM and 3 PM. Accommodation will be made where possible but in general, if a move cannot be concluded by 3 PM, the Resident will stop the move and reschedule the remainder of the move for the next available day.

The Cooperative will not be responsible for any additional costs to the Resident associated with stopping or rescheduling the move.

Special permission may be obtained for a move on Sundays or Holidays only with the agreement of the Management Company. The Unit Owner will agree in writing to reimburse the Cooperative for any overtime pay or compensation incurred by the Cooperative.

11. RESIDENT INFORMATION FORM

All Residents are required to fill out a Resident Information Form, listing such information as their current place of employment, work phone number, and the names of those to be notified in case of emergency. These forms are available from the Management Company. The information is confidential and is not made available to the public.

12. DELIVERIES

Deliveries, including packages (mail or shipping companies) are the responsibility of the Resident. At the discretion of the Property Manager, items delivered will be signed for and accepted and then placed in the package room. Accepting deliveries is not the regular responsibilities of the Property Manager, and are subject to his or her availability.

The cooperative is not responsible for any packages, signed for or not, placed in the package room or left in the lobby or any other area.

13. ABSENCE OF RESIDENTS

When Residents plan to be absent for more than a few days, they are requested to notify the Board in writing. The Resident should provide the Board the name and address of the person who should be contacted in the event of an emergency, or the out-of-town address and telephone number at which the Resident can be contacted.

When leaving their units for other than short periods of time, Residents shall close all windows. The cost of repair or replacement of any common property or property of another Resident damaged by weather as a result of a Resident's failure to close windows shall be charged to the Resident whose open windows resulted in such damage.

14. UNIT OWNER'S LIABILITY

Unit Owners shall be liable for any damage to common property and grounds of the Cooperative caused by them, their guests, sub-tenants, employees, agents or pets.

The Cooperative shall not be liable for the care, damage or loss of any Resident's property, whether in the Resident's unit or in common areas.

Residents are not permitted to leave personal property in the Cooperative common areas, including the garage. Any property left in common areas may be removed without any liability to the Cooperative or the Management Company.

Any Resident may be liable to any other Resident whose unit or property has been damaged as a result of negligence. Every Resident should conduct himself or herself and maintain the property in his or her control so as to avoid any act of negligence, which may cause injury or damage to another.

No Resident shall store within his or her unit or in the common areas any items which may create a fire hazard or be in violation of District of Columbia laws or regulations or in violation of insurance coverage of the Cooperative or which will increase the insurance coverage of the Cooperative.

15. MANAGEMENT COMPANY EMPLOYEES

The Property Manager has a normal work schedule for maintaining the building and grounds. No Resident may direct or engage any employee of the Management Company on any private business, during normal working hours, nor may he or she direct, supervise, or in any manner attempt to assert control over Cooperative contractors without explicit Board approval.

16. SOLICITATIONS

All door-to-door solicitations, whether commercial or charitable, are prohibited. Please report to the Management Company or the Board immediately all unauthorized persons anywhere on the premises.

17. RESPONSIBILITIES FOR MAINTENANCE AND REPAIR

The Cooperative is responsible for the maintenance and repair of:

- The structural, mechanical, electrical, plumbing, and utility components of the building, which are not appurtenant to the Unit Owner's unit.
- The common areas of the building, including all interior and exterior surfaces and fittings.

The Unit Owners are responsible for the maintenance, repair, and replacement as follows:

- Interior of hallway entrance doors and all windows, doors facing the exterior, window screens, window panes; and the unit interior including: the surfaces of all floors, walls, ceilings, and doorways; the cleaning of exhaust fans, if any.
- All plumbing that services solely the unit, (*wherever located*) and lighting and electrical fixtures, light bulbs, bathroom fixtures and kitchen appliances.

18. MAINTENANCE POLICY AND PROCEDURES

The Management Company will perform, at the Cooperative's expense, the following maintenance work:

- Annual pipe cleaning of the main stacks is scheduled by the Management Company as needed. Kitchen and bath drains are the Unit Owner's responsibility.
- The Cooperative provides common area extermination services and limited unit extermination services.

All electrical, plumbing, or gas work must by law be performed by a licensed contractor. The Cooperative cannot accept responsibility for the work or charges of outside contractors.

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19. PARKING

All Unit Owners and tenants of parking spaces shall use them for the parking of passenger automobiles and motorcycles only and for no other purposes, including storage, maintenance and/or repairs. Parking space units shall be kept clean and free from trash and debris.

20. BICYCLES & CARRIAGES

Bicycles may be stored in specifically designated areas. The Cooperative is not responsible for theft of any property left in designated areas.

Bicycles may not be stored in public hallways, stairways, in the garage, or on the grounds. The Cooperative shall not be liable for any personal property left in prohibited or designated areas and will remove and dispose of any such items at its discretion.

21. LAUNDRY ROOM

Washers and dryers are located in basement and on floors two through five. The fire code requires that the laundry room doors must be kept closed at all times.

The Cooperative is not responsible for theft, damage, or any other losses incurred in using laundry facilities.

Laundry may be removed by the next user if left in the machines after the cycle ends. Please be thoughtful of your neighbors.

Out-of-order machines should be reported to the Management Company or Board and an out-of-order sign placed on the machine.

22. LANDSCAPED AND LAWN AREA

In the interest of keeping the landscaping and lawn areas at their best, the ground must not be used for footpaths, pet paths, bicycle riding and the like.

The Cooperative retains professional landscaping services to maintain the property. Unit Owners are not permitted to alter the landscaping without prior written permission of the Board.

23. WINDOWS

Windows and any solarium doors are the personal property of the Unit Owners. Maintenance and replacement information on Andersen Windows is available on the company's web site www.andersenwindows.com.

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Window/door cleaning and replacement of broken panes is the responsibility of each Unit Owner.

It is the Board's policy that the units present an aesthetically pleasing appearance from the outside.

- No awnings may be installed.
- Until further notice, flowerpots are not permitted on ledges due to concerns about water infiltration and resulting damage. Plantings on decks are permissible.
- Residents are responsible for installing and maintaining blinds, drapes, shades, or other suitable window coverings.
- All coverings must present a uniform white or very light surface or lining to the building's exterior.
- No placards, advertising signs or window covering, such as aluminum foil may be placed in the windows.
- Temporary decorative lights such as for religious holidays are permitted.
- No objects may be thrown out of any window including shaking out of dust mops, etc.
- No object may be placed on the outside ledge of any window.

24. SIGNAGE

No sign or notice may be placed or displayed in any part of the common elements or in any unit if exposed to public view without prior written consent of the Board. However, a real estate broker's "Open House" sign may be displayed on the day when a unit is advertised as open for public inspection.

25. BULLETIN BOARDS

Unit Owners wishing to share information with their neighbors may place appropriate signage along the cork strip near the garage door.

26. BUILDING ENTRY

Guests are to use the telephone entry system located at the front door entrance. Residents should not admit strangers into the building without first using the phone entry system.

In the event of a lost FOB, the loss should be reported to the Management Company so that it may be deactivated. A new FOB may be obtained from the Management Company for a fee.

27. ENTRANCE AREAS AND CORRIDORS (COMMON AREAS)

Residents and their guests may use the seating areas in the entrance lobby. The consumption of food or drinks is discouraged in the common areas except during social activities sponsored by the Board or its designee.

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Accidents involving damage to or soiling of carpets, furniture, walls, or other equipment in the public areas must be reported promptly to the Management Company.

Residents are responsible for damage or vandalism in common areas by the children, guests, pets or other occupant of their units.

- Responsibility includes any damages to common areas caused by the Resident's moving or construction, such as chipping of paint and plaster.
- Unit Owners will be responsible for the costs of repair and/or clean-up.

28. TRASH

Trash and newspapers picked up outside unit doors Monday-Friday 5 AM to 9AM and on Saturday 5 AM to 9AM. No pick-up on Sunday and Federal holidays.

Trash should be separated between recyclable and non-recyclable. Non-recyclable should be in sturdy, securely closed plastic bags.

Cardboard boxes need to be flattened before being disposed.

Two dumpsters are located outside the garage door, one for regular trash and one for recyclables. The Cooperative is subject to city fines if recyclables are mixed with regular trash.

No trash may be left in the garage, with the exception of newspapers, which may be left in the grey bin

Unit Owners must make special arrangements to dispose of items that do not fit in the dumpster or require special disposal and must notify the Management Company that a pick up will be made.

29. NOISE AND OTHER DISTURBANCES

Residents shall take appropriate measures to prevent disturbances to neighbors.

- No loud noise is permitted in the corridors.
- Residents are responsible for noise originating from their unit or outdoor deck that is disturbing to other Residents.
- The use of charcoal or gas grills is not permitted on outdoor decks or anywhere else on the Cooperative's property.
- Residents are responsible for the behavior of guests, children, and pets.

Residents are encouraged to consult with their neighbors on all sides to determine audible noise levels.

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30. PETS

Dogs, cats, birds and fish and other small pets are permitted with the prior written consent of the Board, a copy of which will be forwarded to the Management Company. No other pets are allowed in the Cooperative.

Residents may host pets of friends and relatives for short stays, with prior permission of the Board. It will be at the Board's discretion what is permissible for the length of such a stay. Shareholders are liable for any actions of the pet.

Pets may not be permitted to create a disturbance or annoyance of any kind. Pet owners are liable for any damage or injury caused by their pets.

Pets are not allowed in any common area of the Cooperative, including the grounds and adjacent alleyway, except in going to or coming from their owner's unit and while under the strict control (carried or on a leash) of a responsible person.

Pets may not eliminate in any common area of the Cooperative, including the grounds or adjacent driveway. Owners must immediately clean up any mess made by their pets.

Pets may not be groomed or washed in any of the common areas of the Cooperative, including the grounds of adjacent driveway.

Any violation of these rules or any other disturbances caused by pets should be immediately reported to the pet's owner and to the Management Company. If such violation recurs, the Board shall take reasonable steps, as outlined in the "Resolution and Enforcement" section, which may include requiring the permanent removal of the pet from the building.

31. WATERBED PROHIBITION

Waterbeds are not permitted in the Cooperative due to excessive weight and potential water damage.

32. AIR CONDITIONERS

The Unit Owner and/or Resident should monitor condensation from window air conditioning unit. Efforts should be made to monitor and mitigate any leakage onto window ledges and patios.

33. RADIATORS

Residents must obtain the permission of the Board before removing radiators from their units.

34. AMENDMENT OF RULES AND REGULATIONS

The Board reserves the right to amend the House Rules and Regulations from time to time as deemed necessary. Residents will be given copies of updated House Rules and Regulations.

35. CONFORMANCE WITH BY-LAWS

If any statement or article of these Rules and Regulations conflicts with the By-Laws of the Ponce de Leon Cooperative, the By-Laws shall govern.

36. GUIDELINES FOR RESOLUTION AND ENFORCEMENT

In the spirit of cooperative living it is expected that, under most circumstances, neighbors will discuss potential violations of house rules with each other to resolve concerns. If discussion between neighbors does not resolve the issue, a written report should be made to the Board, with a copy to the alleged violator.

The Board, or its specific designees, will assess the report, and recommend appropriate actions, including requiring compliance with the rules, fines, or other actions as set out elsewhere in these rules and the by-laws of the Cooperative.

In the event of a complaint, the Board will investigate. The Board may take steps to include fines to Residents who are found to repeatedly violate Cooperative Rules.

37. FEES, FINES, DEPOSITS AND ASSESSMENTS

The following fees, fines, deposits and assessments shall be assessed by the Board at its discretion within the established guidelines. Checks for fees, fines, deposits and assessment should be made out to the Ponce de Leon Cooperative.

- Moving: A \$50 nonrefundable fee and a \$200 refundable fee shall be paid by all Residents moving into or out of the Cooperative. The refundable deposit will be returned, if appropriate, upon inspection of the common areas.
- Pet Violations: The fine will be \$50 per violation.
- Noise Violations: The fine will be \$50 per violation for occasional noise (e.g., loud radio, party, etc.). If excessive and repeated, the Board can assess a fine of up to \$100.
- Subleasing Fees: An administration fee shall be collected from Unit Owners who sublet their Cooperative units of \$100 per year.
Subleasing Violations: The fine will be \$500 per month plus monthly rent and any administrative and legal costs that may be incurred for all Unit Owners who sublease their units without the prior consent of the Board.
- Other Miscellaneous Violations: A \$50 fine plus any costs incurred by the Cooperative will be assessed for any miscellaneous violation. For example, if a Resident fails to follow rules regarding large refuse removal and placed a sofa

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next to the dumpster, the Unit Owner would be assessed the cost of the large material removal and a \$50 fine. In addition, a \$50 fine will be assessed per month for a persistent problem.

- Outstanding Shareholder Accounts: All unpaid fees, fines and assessments will have an annual interest fee of 5% APR applied to the accounts monthly.

Upon receipt of written notice of a fee, fine or assessment, a Unit Owner can appeal to the Board at a Board meeting within 60 days.