

House Rules and Administrative Fines

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I. Introduction

Section 1 The Board of Directors has compiled the following House Rules and regulations for the benefit of all the shareholders of Alameda's Cooperative.

Section 2 These rules and regulations were established by resolution of the Board of Directors. The rules and regulations shall be binding not only on the shareholder but also upon the shareholder's spouse/partner, family, other resident parties, guests, home attendants, employees, contractors, agents or representatives, all of whom are referred to collectively hereinafter as "Shareholder, et al".

Section 3 All shareholders et al, are responsible for compliance with these rules and regulations of the Occupancy Agreement of Alameda's Cooperative.

Section 4 Shareholder complaints regarding violations of these rules and regulations shall be made in writing, signed and given to the on-site office of the Managing Agent.

Section 5 Any consent or approval given under these rules and regulations is the sole responsibility of the Board of Directors.

Section 6 These rules and regulations shall be enforced uniformly and in a non-discriminatory manner. Each situation shall be reviewed by the Board of Directors on its own particulars and merits.

Section 7 Upon notification of a violation, shareholders shall be responsible for correcting the condition. Repetition of the violation may result in legal action.

Section 8 The official rules and regulations of the Cooperative's (By-laws, House Rules, Occupancy Agreement) shall be maintained in an updated fashion as follows:

- Management will maintain a current copy of the above-named documents to which additions will be made as appropriate. The date of passage of the addition will be included in the citation.
- All new shareholders will be given the said documents as updated.
- Current shareholders will be kept informed of any changes via the minutes of the meetings of the Board of Director.
- The updated versions of the documents will be distributed to all shareholders at the discretion of the Board of Directors.

II. General House Rules

Section 1 No shareholder, et al, shall make or permit any disturbing noises on Cooperative's property after notification, or do or permit anything to be done therein which shall interfere with the rights, comfort or convenience of other shareholders.

Section 2 All commercial activities and soliciting in the buildings are prohibited except for the use of the shareholders' bulletin boards when authorized by the Board of Directors.

Section 4 No object of any kind may be hung outside the railings of courtyard and walkways or on ledges over basement entrance walkways.

Section 5 Objects extending outside the windows, courtyard, buildings and walkways are prohibited with the exception of an approved and properly installed [air conditioner](#). In no case shall an air conditioner extend into public walkways-

Section 6 The [installation](#) of personal antennas (e.g. radio, television, dish, cable etc.) on the roof or extending from the building is prohibited.

Section 7 The running of wires (e.g. electrical, cable, etc.), for personal use, on the exterior of the building is expressly prohibited. *plus removal of wire*

Section 8 Drilling into terrace or walkway ceilings or hanging objects of any kind there from is prohibited. Shareholder shall be responsible for any damage caused by violating this rule.

Section 9 The hiring of Cooperative's employees for personal jobs, business or errands during their work hours is strictly prohibited.

Section 10 Payment of maintenance and other fees is due on the first day of each month.

Section 11 Pursuant to Article 10 Section 4 of the Bylaws. Late Charges and Interest. In addition to all other sums due or to become due under this agreement, shareholders shall pay to the Cooperative a late charge, not to exceed \$50, at any time payment of a Cooperative Fee, or part thereof, is more than 30 days late. This late fee may be waived, depending on the circumstances and at the discretion of the Board. Payments made more than 30 days late shall accrue interest at the rate of 5% per annum.

Section 12 Faulty plumbing and/or leaks are to be reported promptly to Management.

Section 13 Radiators must be fully on or fully off in order to avoid leaks.

Section 14 Shareholders shall be liable for all damages caused to Cooperative's property by the shareholder, et al. At the discretion of the Board of Directors, repairs of said damages shall be made under the control of the Board. All costs are to be considered the responsibility of the shareholder concerned and will be added to the shareholder's monthly maintenance bill. Failure to pay such charges will be a violation of Article II (B), of the Occupancy Agreement.

Section 15 Storage rooms, play areas, laundry rooms or any other part of Cooperative's grounds and buildings shall be used at the sole risk of the shareholder, et al.

Section 16 The Cooperative's will not be responsible for any package or article left with, or entrusted to, any employee of the Cooperative's or its Managing Agent.

Section 17 The Cooperative's is not responsible for the actions of any Alameda's employee who has been hired privately by a shareholder.

Section 18 No shareholder, et al, shall cause, or permit to be caused, a public nuisance; or permit their dwelling, adjacent space, storage area, garage or parking space to be a public nuisance.

- A public nuisance shall be defined as a condition dangerous to the life, health, safety and well-being of the Cooperative's, its employees and other shareholders, their families, guests, home attendants, contractors/agents or their property. This includes, but is not limited to, conditions such as insects, vermin, rodents, overcrowding, improper ventilation, drainage, sewerage, storage of hazardous materials and blocked exits.
- The shareholder must alleviate the violating condition.
- If corrections are not made as per the above, legal actions will be taken and all costs incurred will be the responsibility of the shareholder. These costs will be added to the monthly maintenance.

Section 20 Open House Shareholder shall not, nor allow his Real Estate Broker to show an residential unit with an "Open House". Open House shall be defined as showing the residential unit without appointments, street advertising and providing access to the respective building(s) without identity.

Section 21, The staff of the Cooperative's, and any contractor/agent authorized by the Cooperative's, may enter any residential unit at any reasonable hour of the day, or at any time during an emergency. Advance notice to the shareholder will be given whenever possible.

III. Appliances

Section 1 Installation and/or use of any appliance including, but not limited to, washing machines, waste disposal units, clothes dryer etc., is prohibited. Discovery of such unauthorized installations/use will require their immediate removal by the shareholder and/or correction at the shareholder's expense.

Section 2 Shareholders must obtain prior written consent from Management for the initial installation of air conditioners.

- Only window air conditioner installation is permitted.
- Air conditioners with heating devices (e.g. heat exchangers) are not permitted.
- Installation must meet operation and support standards for safety as set by the Board of Directors, and is subject to inspection.
- The shareholder is responsible for notifying management when the installation is completed.

Section 3 The use of dishwashers, washing machines, vacuum cleaners or other disturbing appliances at unreasonable hours is prohibited.

IV. Windows

Section 1 Shareholders, et al, are prohibited from obstructing the exterior sill of the windows in any manner with the exception of an approved and properly installed air conditioner.

Section 2 Shareholders, et al, are prohibited from hanging anything out of windows or from the courtyard (e.g. bedding, washing, carpets, rugs, plants, etc.).

Section 3 Window glass shall not be painted or covered with sheets, newspapers, construction paper, shower curtains etc., except as a temporary measure.

V. Sunroom, Porches, Decks, Walkways and Roofs

Section 1 Sunrooms, porches and decks shall not be littered or obstructed in any fashion (e.g. bicycles, furniture, etc.).

Section 2 Sunbathing is prohibited on the walkways.

Section 3 All children under five (5) years of age must be accompanied by an adult when using the common areas.

Section 4 Entry to the units through the street entrance is required for pets and deliveries

Section 5 Bicycles shall be brought into the building via the street entrance and stored in a bike rack provided for that purpose.

Section 6 Reserved

Section 7 Reserved

Section 8 Reserved

Section 9 Reserved

Section 10 During heating season, all common doors must be closed to avoid wasting heat.

VI. Exterior Grounds, Walks, Lawns and Courtyard

Section 1 Ball playing, bicycle riding, roller or in-line skating, skate boarding and sledding are not permitted in common areas, walkways or on other Cooperative grounds.

Section 2 Bedding, laundry, rugs or other articles are not permitted to be aired on window sills or courtyard.

VII. Laundry Rooms

Section 1 Laundry facilities shall be for the exclusive use of shareholders, et al, for their personal laundry only.

Section 2 Hours for laundry rooms are from 7:00 AM to 10:00 AM and 5pm to 8pm, every day. The 10AM to 5pm timeframe is reserved for "Guest house" program laundry use.

Section 3 Machines and sinks are to be wiped clean after use. This includes spillage, flooding, animal hair, etc.

Section 4 Machines left unattended at completion of cycle may be emptied by other users as needed.

Section 5 Laundry supplies the property of the Cooperative's and shall not be removed from the laundry room.or used for Shareholder's personal laundry

Section 6 Broken machines, plumbing leaks, electrical problems, etc. must be reported to Management promptly.

Section 7 Children and pets are not allowed in the laundry room at any time.

Section 8 The tables in the laundry rooms are to be kept clean and used for folding laundry only. Eating and drinking at the tables is strictly prohibited.

Section 9 Residents may pay for their laundry to be done by housekeeping staff through arrangements with the guest house program.

VIII. Pets

Section 1 Dog owners must register their dog at the Management office.

Section 2 Dog owners with their dogs must enter and leave the premises through the street entrance at all times.

Section 3 Dog owners must never allow their dogs to bark for extended periods of time and must never leave their dogs unattended on the grounds.

Section 4 Dog owners shall properly dispose of dog waste. Shareholders shall not allow their pets to relieve themselves on the lawns, courtyard, walkways, parking lots, sidewalks or any of the common areas of the property.

Section 5 Dogs shall be under effective control at all times and must be walked on a leash and kept off the landscaped areas of the complex. Dogs must not be allowed to run freely or exercise on the grounds, walkways, stairwells or parking lots.

Section 6 Dogs must not be tied to any fixed object anywhere within the complex, including walkways, stairwells, courtyard, parking lots, grassy areas or fences.

Section 7 Shareholders are responsible for any damage to Cooperative's property or nuisance caused by their pets.
plus cost of repairs

Section 8 Shareholder et al shall not feed their Pets or feed and/or leave food, water or other liquids, on the lawns, courtyard, walkways, parking lots, sidewalk or any of the common areas of the property, there by attracting stray or abandoned animals and vermin, including rats, mice, and pigeons.

IX. Reserved

X. Bicycle Storage Rooms

Section 1 Bicycle storage racks must be used at all times.

XII. Driveways, Garages and Parking Areas

Section 1 Only the assigned car of a Alameda's shareholder may be parked in the parking area. Any proposed changes must be submitted in writing to the Management office for approval by the Board of Directors or Management.

1. **1 (a)** Management's written approval must be obtained for all personal emergencies that require a different vehicle to be parked in an assigned parking space. Unapproved vehicles shall be subject to removal at the owner's expense.

Section 2 Written notification, including a copy of the registration, must be given to the Management office upon the shareholder's change of vehicle.

Section 3 Reserved.

Section 4 Auto repairs and car washing are prohibited on Cooperative's property with the exception of emergency repairs-

Section 6 Public nuisances including, but not limited to, horn honking, unattended alarms, engine revving, yelling and loitering are prohibited. Repeated incidences of alarm malfunction or other violations shall result in the loss of parking privileges.

Section 7 The storage of any item in the parking area or within parked vehicles is prohibited.

Section 8 Only passenger vehicles are permitted to park on Cooperative's property. Commercial vehicles are prohibited.

Section 9 Vans, SUVs, RVs and other tall/long/oversized vehicles may be allowed to register for parking space provided that the dimensions of the vehicle will not result in possible obstruction, damages to other vehicles in the lot. Review of such vehicles will be made by Management prior to granting a parking space.

Section 10 Violation of any of the parking rules and/or damage to Cooperative's property shall result in the revocation of parking leases plus cost of damages

XII. Alterations and Renovations

Section 1 All alterations and renovations (e.g. structural, electrical, plumbing, etc.) must receive prior written approval from Management .

Section 2 Management will provide shareholders with the Policy Statement relating to alterations and contractors.

Section 3 Contractors hired by or for a shareholder must file appropriate documents with the Cooperative's (e.g. licenses, plans, insurance bond, a waiver of the right to place a lien on Cooperative's property, etc.). Management will provide guidelines for this procedure.

Section 4 A follow-up inspection of the renovated residential unit will be made by Management.

Section 5 Repairs and alteration work of any kind performed on behalf of a shareholder, and with prior approval from Management or the Board of Directors must be done between the hours of 9:00 AM and 5:00 PM Monday through Friday. No work may be done on weekends, unless approved by Management.

Section 6 Installation of common area enclosures or screening requires prior written approval of Management or the Board of Directors.

- **6 (a)** An enclosure installed on a common adjacent to a neighbor's window must provide for proper ventilation and light to that window.

Section 7 The Cooperative's is not responsible for overseeing contractors/agents in the absence of the shareholder.

Section 8 Reserved

XIII. Residential unit Inspections

Part A Periodic Inspections

Section 1 Periodic inspections by Management will be held for every residential unit in the complex. Adequate notice will be given to shareholders and access must be permitted.

Section 2 Included in the inspection are, but not limited to, the following areas:

- Status and repair of structure, including courtyard access
- Appliances
- Violations
- Problems/complaints
- Residents of the residential unit
- Updating of shareholder/resident's information

Section 3 All inspection findings will be documented and signed by the inspectors and the shareholder. These reports will be kept in the Cooperative's files.

Section 4 Violations of the Occupancy Agreement, By-laws and House Rules will be reviewed and appropriate action taken.

Section 5 Problems and complaints will be handled by Management.

Section 6 The Managing Agent shall report findings to the next meeting of the Board of Directors, including details of actions taken or needed.

Part B Emergency Inspections

Section 1 In the event of an emergency, (to be determined by the Board of Directors) an "on the spot" inspection will be made by Management. The shareholder will be given advance notice if possible and access must be permitted.

Section 2 The Managing Agent shall report findings/actions to the next meeting of the Board of Directors.

Part C Following Alterations

Section 1 An inspection shall be scheduled within two weeks of the completion of all alteration work in a residential unit. The shareholder is responsible for notifying Management of the completion of work. If no notification is received, Management will schedule an inspection as appropriate.

Section 2 The inspection will be conducted by Management.

Section 3 Included in the inspection, but not limited to, are:

- Status of the structure and painting
- Appliances and installation
- Plumbing and electrical work
- Compliance with approved plans and building codes
- Problems

Section 4 Documentation of inspection must be signed by the inspectors and the shareholder. It will be maintained in the shareholder's file in the Management office.

Section 5 The Managing Agent shall report findings/actions to the next meeting of the Board of Directors.

XIV. Outdoor Soaking Areas

Section 1 Children under 5 must be accompanied by adult.

Section 2 No glass containers allowed in soaking areas.

Section 3 Be respectful of other guests by limiting your time in soaking tubs.

Section 4 Therapy pool is for adults only.

Section 5 Shareholders should report problems, breakage, etc. to the Management office in a timely fashion.

XV. Administrative Actions

Section 1 Shareholders who are found to be in violation of any provisions of the Occupancy Agreement, By-laws and/or House Rules and Regulations shall be notified of such violation.

Section 2 Correction(s) of such violations are to be implemented immediately with all costs the responsibility of the shareholder.

Section 3 Violation(s) may result in the imposition of a fine. These fines are to be established by the Board of Directors and filed in the Management office.

Section 4 When a shareholder fails to comply with a notice of violation, correction(s) of the violation(s) may be initiated under the direction of the Board of Directors with all relevant costs to be charged to the shareholder. The costs will be added to the shareholder's monthly maintenance bill.

Section 5 Any fines imposed by the Board of Directors will be added to the shareholder's monthly maintenance bill -