

**RULES AND REGULATIONS
OF
THE TOWERS CONDOMINIUM ASSOCIATION**

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I. INTRODUCTION

Under the District of Columbia Condominium Act, the governing documents for The Towers Condominium Association are:

1. Declaration recorded in the D.C. land records by the Developer who converted the property to a condominium in November 1979.
2. The Bylaws written by the developer consistent with the Declaration.
3. The Rules and Regulations which are derived from these two documents include additional procedures, requirements and information added or revised as necessary by the Association to promote safe, congenial living, and protect property values.

These Community Rules and Regulations apply, as appropriate, to all unit owners, residents, tenants, other invited guests, service providers and Towers employees.

Enforcement and Penalties:

Section XXVI entitled "Rules Enforcement" describes the ways these Rules and Regulations are enforced and the penalties for violating them. Penalties range from a suspension of pool, fitness center, and tennis court access to fines as established by the Board, as stated in Section XXVI.E. The Bylaws also authorize The Towers Condominium Association to take legal action to enforce The Towers' Declaration, By-Laws and Rules and Regulations, when necessary.

II. DEFINITIONS

A. Association, Unit Owners Association, or TCA.

The Association comprising all the unit owners of The Towers Condominium, located at 4201 Cathedral Avenue, NW, Washington, DC 20016-4901, acting as a legal entity in accordance with the Bylaws.

B. Board or Board of Directors.

The duly elected governing body of the Association, established by the Bylaws to act for or on behalf of the Association in governing the condominium.

C. Common Elements.

All portions of the condominium, other than the internal aspects of the residential units and individually owned parking space units. Common elements include, but are not limited to, lobbies, courtyards, hallways, breezeways, elevators, community room, patio,

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pool, fitness center, and laundry and trash rooms.

D. General Manager.

The professional retained by the Board of Directors to manage the Condominium's operations.

E. Condominium.

The building and the land in its entirety located at 4201 Cathedral Avenue NW, Washington, DC 20016-4901.

F. Limited Common Elements.

The balconies and the ground level terraces are limited common elements that are managed by The Towers but reserved for the exclusive use of the residents occupying the units to which these common elements are attached.

G. Owner.

The owner of record of a condominium or parking unit within the condominium.

H. Parking Unit.

A numbered parking space in the underground garage area or the East Building parking lot which is either owned or leased by a resident or the Association and designated for vehicular use.

I. Resident.

Any person or persons residing at the condominium, including resident unit owners, their tenants and lessees, and family members or others who reside with them.

J. Residential Unit.

A residential apartment as described in Paragraph 5 of the Condominium Declaration.

III. DAILY USE OF UNITS

A. Occupancy Limitation.

The District of Columbia housing code dictates the occupancy limit of a residential unit based on the habitable space.

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B. Noise.

1. Each resident must, at all hours, regulate the sound levels of televisions, radios, stereos, computers, electronic equipment, games, musical instruments, and any other sources of sound within a unit, to avoid excessively disturbing neighbors. Care must be taken to ensure that sounds from these or other sources, such as running, jumping, singing, shouting, loud conversations, or other loud sounds, of a continuing or recurring nature, will not disturb residents of other units. This is particularly important between the hours of 9:00 p.m. and 8:00 a.m.
2. Unit occupants must cover at least seventy-five percent (75%) of the floors of their units' rooms and hallways with appropriate rugs and padding to comply with Section 6.08 (v) of the Bylaws.
3. Residents who are disturbed by noise from a neighboring unit are encouraged to contact the residents of that unit and try to resolve the problem in a cooperative and neighborly manner. Residents are also encouraged to respond in a cooperative manner to those residents who contact them about being disturbed by the noise from their units. If it is necessary to make a formal complaint about a noise disturbance, the complainant should contact the security staff through the front desk at the time the disturbance occurs.

C. Trash and Garbage.

1. Trash and garbage shall be placed in securely tied bags and disposed of in the trash room chutes. Such bags must be small enough to go down the trash chutes. In no event shall the bags be left on the floor of the trash rooms. Residents should not leave wrapped or unwrapped boxes or other containers with food or food residue in the trash room.
2. Glass and plastic bottles or other glass objects, as well as metal cans, must be placed in the appropriate recycling containers. Newspapers, telephone directories, magazines, and other printed material must be placed in the appropriate recycling container provided in the trash rooms.
3. Small boxes or cartons from packages received by residents shall be placed on the service room floor next to the recycling containers and should be broken down for easier removal by maintenance staff. Large crates or boxes must be placed at the loading dock. Should the Association have to remove this material, the resident will be charged for the cost of such a service.
4. For purposes of fire safety and reduction of noise, doors from trash rooms into

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corridors must not be propped open.

D. Miscellaneous.

1. Under no circumstances may mops, cloths, rugs, brooms, etc., be shaken or dusted from apartment windows, balconies, or terraces, or in the halls or stairwells.
2. No dirt, debris, or water shall be swept or washed over or off the edge of any balcony.
3. Residents shall not permit noxious fumes, tobacco smoke or objectionable cooking odors to escape from their units.
4. Residents should not leave their unit doors open or ajar, even with a chain.
5. No resident-owned or leased air conditioners or electric space heaters shall be used in any unit without prior written approval from the Management Office.
6. Individual washers and dryers are prohibited.
7. Hot tubs are not permitted.
8. Residents shall not engage or direct Association staff to perform errands or provide any other personal service beyond their normal duties of assisting with transporting personal bags and groceries from the front circle to their units.
9. Residents shall not use lobby carts. If a lobby cart is required for appropriate deliveries, door attendants will provide the service.
10. The installation or attachment of security doorbells or cameras on Unit entrance doors is prohibited.

IV. MANAGEMENT CONTACT/ACCESS TO UNITS

The Association is a restricted access community with locked entry doors, gated parking and requirements for visitor and contractor permission and authority for access. The purpose is to protect the safety of the community's residents and to protect the welfare of common and individual property.

A. Resident Contact Information.

Residents and non-resident owners are required to provide the Management Office with the address and telephone number of each place of employment or other location where they may be contacted while absent from the premises. Resident and non-resident owners must also provide the names, addresses and telephone numbers of relatives or other persons who may be notified in case of an emergency. Should residents desire to have others temporarily occupy their units (not as tenants) during an absence, the names and contact telephone numbers of these individuals must be registered in advance with the Management Office and the period of occupancy must be specified.

B. General Access.

Under Section 6.09 of the Bylaws, residents are required to permit access to their units by Association personnel in the necessary discharge of their duties and responsibilities.

C. Emergency Access.

1. Each resident is required to provide the Management Office with a set of keys to every main unit entry door, to be kept in the office safe and used only by authorized personnel in the event of emergencies. Following any such entry in the residents' absence, staff will leave a note explaining the circumstances.
2. Failure of any resident to provide keys shall cause the resident to be liable for any expense caused by forced entry or by any delay in addressing the emergency, including damage to other units and common elements.
3. An emergency in this section is defined as any circumstance threatening life, personal safety, or the loss of, or damage to, property.

D. Guest Access.

Management will not provide guests with access to any unit. Residents who leave a key in a sealed envelope for a guest at the Front Desk do so at their own risk.

E. Access in Case of Lockouts.

In the event of an accidental lockout, a resident may obtain assistance from Towers staff by calling or going to the Front Desk. Staff will notify security to unlock the door. Residents will be billed a fee for lockout assistance.

F. Real Estate Sales and Leasing Access.

The TCA restrictions and access authority also apply to the showing for sale or lease of residential and commercial units within the property.

1. Realtors' Open Houses to show Towers properties must be scheduled only on Sundays between 1:00 p.m. and 5:00 p.m. Signs are not permitted on Towers property.
2. Estate sales must be approved in advance by the Management Office (See Section XII).
3. Realtors must check in with the Front Desk prior to openings to give notice of which unit(s) they are showing and their contact phone/cell phone number.
4. A realtor's lock box with a unit key(s) may be left at the Front Desk for a unit to be shown. The lock box key is released to realtors who have lock box code access and leave a business card clearly identifying themselves and their firm's name. This key must be returned to the lock box after the appointment. If no lock box is left at the Front Desk, unit owners must make their own arrangements to provide realtor access to show a unit.
5. Realtors are not allowed to use the Lobby to conduct business but may wait there to meet specific appointments.
6. In addition to Sunday "Open House," a unit may be shown to prospective buyers or lessees by appointment only. All persons viewing units must be accompanied by the real estate agent or the owner of the marketed unit.
7. Broker Open Houses may be held only on Tuesdays.

V. BALCONIES AND TERRACES

- A. Barbecuing and cooking on balconies and terraces are prohibited.
- B. No screws, bolts, hangers, or other anchors are to be drilled into the cement balcony, terrace slabs, ceiling soffits, or railing system (including end and divider panels).
- C. Hanging clothing, towels, blankets, rugs, or other objects on the balcony rails is likewise prohibited, except as provided in D. below.
- D. Non-blinking, decorative string lights are permitted if they are not permanently attached to the railing system or other parts of the balcony and are attached in such a way as to not mar the surface of the railing or glass panels. Damage incurred by stringing such lights will be at the expense of the balcony owner.

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- E. Smoking on balconies and ground-level terraces is permitted only to the extent it does not cause noxious and objectionable smoke, fumes, or odors to infiltrate common elements or neighboring units. In the event of a complaint from a resident of a neighboring unit infiltrated by such smoke, fumes or odors, the person creating the disturbance shall cease smoking on the balcony or ground level terrace immediately.
- F. Television reception devices permitted by the Federal Communications Commission may be installed in units or within the boundaries of balconies or terraces but may not be installed on balcony railings or on any part of the general common elements. Other aerials or antennas shall not be installed on any balcony or terrace, or on the building exterior.
- G. No objects of any kind, including cigarettes or ashes, shall be thrown from balconies. No dirt, debris, or water shall be swept or washed over the edge of a balcony.
- H. Plants, flower boxes, or items of outdoor furniture are not permitted to exceed the interior confines of the balconies. Care in watering plants must be taken so as not to let water from plants drip on other balconies or terraces below.
- I. Balconies and terraces shall not be used for storage. This includes but is not limited to the storage of household furnishings, trash, appliances, boxes, tires, luggage, appliances, mechanical devices, hardware, toys, or bicycles.
- J. Residents shall not feed birds or any wildlife on terraces or balconies.
- K. No carpet, tile or other covering shall be installed on any balcony floor without the prior written consent of Management.

VI. COMMON AREAS

- A. Smoking is prohibited in all common elements, including stairwells and the swimming pool area, except for the designated area outside the Management Office and the Loading Docks.
- B. Baby carriages, strollers, skateboards, tricycles, bicycles, shopping carts, wheelchairs, walkers, and other individual property shall not be parked or left unattended in the public areas.
- C. Skating, bicycling, ball-playing, games of Frisbee and other similar recreational activities are specifically prohibited in the hallways, breezeways, lobbies, lawns, interior courtyard, garages, East parking lot, and other common spaces and areas. All bicycles, tricycles, scooters, skateboards, rollerblades, etc. must be carried or "walked" into or out of the buildings. It is prohibited to ride a bicycle, tricycle, scooter, skateboard etc. in the

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hallways, breezeways, lobby, interior courtyard, garage, or on the lawn regardless of if the intention is to exit or enter the buildings.

- D. Writing or drawing on walls or walkways is prohibited.
- E. Entrance and exit doors should never be left open, propped open, or left unattended.
- F. Caretakers, guardians, and parents are responsible for the conduct and behavior of their charges at all times.
- G. Food and drink consumption is prohibited in the Library and Front of House area unless there are sanctioned events held by the Library Committee, Resident Activities, or other committees, where food or drink is provided in these locations.

VII. ASSISTANCE ANIMALS

- A. No pets of any kind shall be permitted in any unit or on Condominium property, nor shall any pets belonging to non-residents be permitted entry into these areas.
- B. Assistance Animals for persons with a disability are allowed after a resident or potential resident has been granted permission by the Association to have the animal as a reasonable accommodation under the Fair Housing Act. Such permission for the animal must be granted before the animal is brought onto the property.
- C. There are two types of Assistance Animals (1) trained and certified service animals, as defined by law, and (2) other trained or untrained animals that do work, perform tasks, aid, or provide therapeutic emotional support for disabled residents. Assistance Animals are not pets.
- D. Before bringing an Assistance Animal to the Condominium, a resident must receive written permission from the Board of Directors, and the Assistance Animal must be registered with the Management Office. Such a request must be made in writing to the General Manager and the following documentation provided:
 - 1. A photo of the animal.
 - 2. An emergency contact, who will take guardianship of the animal should the owner be incapacitated or otherwise unable to care for the animal.
 - 3. For any Assistance Animals that will be performing tasks for which specialized training or certification is required (e.g., a guide dog), written documentation of such training or certification.

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4. If the person's disability is not readily observable, a Towers Disability Accommodation Request Form (or a letter or other documentation) signed by a licensed health-care provider certifying that:
 - (a) the resident is disabled, as defined in the Fair Housing Act,
 - (b) the healthcare provider has an ongoing professional relationship with the resident as a patient/client in connection with the resident's disability,
 - (c) certifying that, in the provider's professional opinion, the resident needs the Assistance Animal to have the same opportunity that a non-disabled individual would have to use and enjoy the resident's living quarters,
 - (d) providing an explanation of the disability-related need for, and the assistance to be provided by, the Assistance Animal, and
 - (e) providing the healthcare provider's license number, state or district of licensure, and place of practice.
 5. Documentation that the animal is up to date on its inoculations.
 6. If the requested animal is a dog, a copy of the animal's DC dog license. Expired dog licenses will not be accepted.
 7. Documentation must be provided for each Assistance Animal resident in The Towers, even if more than one Assistance Animal lives in a single unit.
- E. After a resident has been granted permission to have an Assistance Animal, updated documentation of the Assistance Animal's inoculations and licensing (if required by law) must be provided from time to time on an ongoing basis, when required by the Association. Assistance Animals must always be kept clean and under control. Assistance Animals may not relieve themselves on Towers' property. Animal mess in public areas must be cleaned immediately by the owner and reported to Towers Management to address any additional maintenance needed. The Towers may charge a fee for damage caused by Assistance Animals.
- F. Assistance Animal owners are responsible for animal noise, even when the Assistance Animal is unattended. Assistance Animal owners must respect The Towers Rules and Regulations regarding noise that disturbs neighbors, especially during quiet hours (9:00 pm – 8:00 am). Residents should communicate any noise complaints to the Assistance Animal's owner, who is expected to respond in good faith, or contact Security if they are concerned. If the matter is unable to be resolved informally, it may be referred to Towers Management, or the Board of Directors, for further action.

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- G. Guests with disabilities must be accommodated under the Fair Housing Act. Any guest visiting a resident on a regular basis or visiting a resident for more than 24 hours must provide the documentation required by Section VII.D above and must obtain the Association's written approval before bringing their Assistance Animal to The Towers. Guests coming for infrequent, brief visits will be required to provide appropriate documentation (if available) or an appropriate explanation of their need to the receptionist at the Front Desk. Residents expecting a guest who will be bringing an Assistance Animal should alert the Front Desk and provide a description of the animal ahead of time.
- H. Feeding or water dishes, or litter boxes cannot be placed on balconies or in any public area.
- I. Assistance Animals must not be left unattended on balconies or in any public area.
- J. Assistance Animals must be leashed or always carried while in the public areas (halls, lobby, garage, grounds, etc.)
- K. Owners of Assistance Animals must respect the concerns of other residents who may be fearful or uncomfortable around Assistance Animals. Assistance Animal owners should request the permission of an elevator passenger before entering the elevator with the Assistance Animal. Non-animal owning residents must be respectful of other residents who may have disabilities or needs that are not immediately obvious.
- L. Assistance Animals must not damage the common elements, including the grounds and tennis courts. Assistance Animals must not pose a potential danger to other residents.
- M. Complaints regarding Assistance Animals must be made in writing via email to the General Manager. If the General Manager is unable to resolve the issue informally, the matter may be referred to the Board of Directors for further action.
- N. A resident who keeps an Assistance Animal is deemed to have indemnified and agreed to hold harmless all other residents, the Towers Condominium Association, and its directors, officers, employees and agents, from and against any and all losses, claims, injuries, damages, liabilities, proceedings, penalties, actions and causes of action arising in connection with the presence of the Assistance Animal. Any cost to the Association of repairing any damage, or of any extraordinary cleaning, resulting from the presence of the Assistance Animal must be paid by the resident.
- O. In the event of any violation of these rules, the Board of Directors shall have the right to require the Assistance Animal to be permanently removed from the property, if such violation has not been satisfactorily corrected, or if the Assistance Animal poses a direct

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threat to the health and safety of Towers guests and residents. In addition, the Association may take any other action available to it under the Condominium Act, the Condominium's Declaration, Bylaws, or Rules, or under other applicable law, for any violation of these rules.

VIII. ARCHITECTURAL CONTROL/RENOVATIONS

- A. No resident shall, in any unit, balcony or terrace, make any structural alteration, or make changes in electrical, heating, cooling or plumbing systems without first obtaining the written consent of the Board. Owners or residents wishing to make such an alteration must first submit a written proposal to the Board, following the procedures outlined in Section 6.07 of the Bylaws, and must provide detailed plans and specifications for the work to be performed.
- B. No resident, owner or prospective owner shall undertake any other type of major renovation or extensive repairs, such as bathroom tiling, kitchen cabinet installation or any work requiring drilling, hammering, scraping walls or floors, which may require machinery or techniques creating excessive noise likely to be disruptive or disturbing to neighbors and tiers, without filing a detailed application with the Management Office for approval before work begins.
- C. Any interior renovations must be done during Towers business hours (9:00 a.m. to 5:00 p.m. weekdays, 9:00 a.m. to 3:00 p.m. on Saturdays). The Management Office will notify neighbors of proposed noise or service disruptions. Any damage caused by such repairs or renovations shall be the responsibility of that owner.

IX. REPAIRS AND MAINTENANCE

A. Repair Schedule Maintenance.

Repairs and replacement in a unit are the responsibility of the owner or resident except for required seasonal (twice-yearly) convector service which is provided at no charge to residents. Repairs that are identified as necessary during this service are the financial responsibility of the unit owner.

X. LAUNDRY ROOMS

- A. Laundry rooms are open only for the use of residents and their caretakers or domestic employees from 8:00 a.m. to 10:00 p.m. daily. Laundry shall not be brought in by anyone from outside of The Towers.
- B. Laundry shall be dried only in laundry room dryers or inside units. Washing machines must not be overloaded and are not to be used for washing rugs.

- C. Laundry shall be removed promptly from washers and dryers when their cycles are complete. Lint screens must be cleaned after each load.
- D. Laundry rooms doors must not be propped open.
- E. It is the responsibility of the resident to ensure that bleach is transported to and from the laundry room in secured containers. Bleach damage to common elements, such as corridor carpet, will be assessed against the resident who is responsible.
- F. Residents shall inform their caretakers, domestic employees, cleaners, and service contractors of these rules.

XI. SOLICITATION, POSTING AND DISTRIBUTION OF MATERIAL

- A. The distribution or posting of any material on the premises other than on The Towers provided bulletin boards, including the placing of such material under doors of residential units or upon any vehicle in the garage or on the grounds of The Towers, is prohibited.
- B. Exceptions shall be permitted only regarding informational material concerning matters of condominium-wide interest and approved in writing, in advance, by the General Manager.
- C. The distribution or posting of any material that is meant to demean or intimidate an individual or uses language that a reasonable person would consider malicious, profane, or discriminatory is strictly prohibited. If found, such material will be immediately removed, and the distributor(s) may be subject to fines and/or other penalties.

XII. MOVING AND ESTATE SALES

- A. The only entrances to be used for moving are the East and West loading docks and the only elevators to be used are the freight elevators. Enforcement action, which may include appropriate fines, will be taken against anyone using any other entrance or elevators for moving.
- B. Each move-in, move-out and estate sale must be approved in writing, in advance, by the Management Office based on the following criteria:
 - 1. Residents or Estate Representatives agree to be financially responsible for the repair or replacement of all damage to the common elements of The Towers.
 - 2. A completed permit application, prepared by the person(s) requesting a move or estate sale date, must be completed, and signed by all owners and renters, and

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submitted to and co-signed by the Management Office at least seven (7) days prior to the requested date.

3. The completed permit application must be accompanied by a non-refundable fee, in the form of a check or money order in the amount of \$200.00 payable to The Towers Condominium Association, to cover costs. This fee covers the use of the freight elevators, floor covering, and staff support. All completed applications are processed on a first-come/first-served basis. A \$200.00 payment is due and payable upon submission of each permit application.
 4. Towers employees cannot assist residents, owners, or estate sale vendors with the move or sale in any capacity.
- C. Moves shall be completed between 10:00 a.m. and 4:30 p.m. on weekdays and 10:00 a.m. and 2:30 p.m. on Saturdays. No moves are permitted on Sundays or legal holidays.
- D. Residents bringing in a single piece of furniture or other bulky item themselves shall coordinate access to the loading dock with security.
- E. On weekdays, upon arrival, the driver of the vehicle used in moving must deposit their valid driver's license with the Management Office in exchange for the fob to gain access to the freight elevator. The mover must return the fob and notify the Management Office when the move is completed. For Saturday moves, the incoming resident must contact the Management Office in advance to confirm arrangements for gaining access to the loading dock and building.
- F. After completion of a move or a sale, the General Manager or their appointee will then inspect all the appropriate common elements for damage.
- G. Should there be damage to the common elements because of the move, or sale, the General Manager shall arrange for the necessary repairs. At the completion of the repairs, all costs will be billed to the owner. It shall be the responsibility of the unit owner of record to reimburse the Association for the costs incurred within thirty (30) days of notification from the Management Office. Failure on the part of any unit owner to reimburse the Association will be considered an unpaid assessment against the unit and will be subject to collection procedures adopted by the Board.

XIII. PARKING

A. General.

Towers Condominium garage and outside parking areas, roadways, driveways, and numbered parking spaces shall be used solely for the purpose of parking currently

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registered and licensed passenger automobiles, motorcycles, and scooters. No trailer, truck (other than pick-up trucks of 1/2 ton or less), van (except minivan) camper, boat, house trailer, or commercial vehicle shall be parked or stored in any numbered parking space or in the public areas. No unauthorized person shall park a vehicle in a numbered parking space. Vehicles should be parked so as not to encroach upon an adjoining parking space. Residents shall not park or store, or permit to be parked or stored, any unlicensed, unregistered, inoperative, or otherwise unauthorized vehicle in any numbered parking space or elsewhere in the driveways, roadways, or other common elements. In spaces numbered 1 through 47 in the outside East parking lot, all vehicles shall be parked front-end in.

All other parking or stopping of vehicles in roadways, driveways, and entrances by residents, their guests, or other invitees, is prohibited without the express consent of the Management Office or under supplementary rules issued by that office. Any vehicle found in violation of the parking rules is subject to towing from the premises at the owner's sole risk and expense.

Vehicles parked in fire lanes are subject to Metropolitan Police Department ticketing and towing at the owner's sole risk and expense. Front Desk staff and security officers may direct drivers to move their cars from the fire lanes and drivers are responsible for complying with that directive.

B. Authorization.

Before using their numbered parking spaces, residents must register their vehicles with the Management Office. They will be issued identifying permits which must be affixed to their vehicles as specified by the Management Office. If residents wish to allow temporary use of their parking space, they shall obtain a temporary parking permit which shall be prominently displayed inside the vehicle.

C. Traffic Rules.

While operating vehicles within the interior garage areas, roadways or other parking areas, residents shall strictly adhere to the 5 M.P.H. speed limit. Vehicles operating inside the garage shall have headlights on.

D. Guest Parking.

The Towers provides a limited valet parking service for guests arriving at the main entrance on the circular driveway. Only door attendants may park cars in designated valet spaces in front of the garage and at the East Parking Lot. An hourly fee is charged for use of the valet service. Residents may purchase prepaid guest parking stamps from the

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Management Office or residents/guests may pay by check or with credit card at the Front Desk.

E. Vehicle Maintenance.

No mechanical maintenance or repair of vehicles, including taxis, shall be permitted on Association property except in an emergency. Authorized activities, which may be conducted only within the confines of one's parking space, include exterior and interior dusting, window cleaning, light bulb and windshield washer replacement, carpet sweeping, changing or repair of tires, and jump-starting or towing in the event of mechanical emergencies. Residents shall be responsible for the clean-up of debris, etc., left because of these activities. Prohibited activities include but are not limited to oil or oil filter changing, washing, waxing, polishing, body work, and the repair or replacement of radiators, exhaust systems, fuel tanks, and mechanical, electrical and engine components.

F. Bicycles.

Bicycle racks are in the Northeast corner of both garage levels. There is also a locked storage room for bike storage in each Tower. To use racks or storage rooms, residents must register their bicycles with the Management Office and display a TCA bicycle sticker. Stickers are issued annually. Only registered bikes displaying a current sticker are allowed to be stored in the garage racks or indoor storage rooms. There is an annual fee of \$25 per bike for storage room space. Bike rack storage in the garage is free.

Bicycles not displaying the current sticker are subject to removal by Towers Management and a fine of \$50 per bike removed. Bicycles not claimed within 60 days of removal will be given to charity. Each bicycle must be locked in a rack slot and placed so that it does not interfere with car access in surrounding spaces, car traffic, or access to other bicycles.

Bicycles may not be stored in any part of the common or limited public areas (including balconies or patios) other than in the designated bicycle racks or bicycle room. Bicycles stored in units must be transported through the garage and rear elevators, not through the front doors or main elevators. Riding bicycles or tricycles in hallways, breezeways or any common element is prohibited as stated in Section VI.C.

Leaving shared bicycles, e-bikes and e-scooters unattended on Towers property is strictly prohibited. DC law requires that shared fleet vehicles be parked and tethered to bike racks, in-street bicycle and sooter corrals, parking signposts, or stop signs. Parked bicycles, e-bikes and e-scooters may not obstruct sidewalks or public spaces under DC law.

XIV. PACKAGES AND DELIVERIES

A. Resident Deliveries.

Except for hand luggage, packages, and other easily transported items, the property of residents must be taken into or out of the buildings only through the loading dock entrances and moved only in the freight elevators. If the freight elevator is not available, residents may utilize the back elevator.

B. Commercial Deliveries.

Commercial deliveries of merchandise, such as furniture or appliances, as well as regularly scheduled deliveries like oxygen or bottled water, must be made through the loading dock doors and freight elevators on T-1 East and the third floor West. The loading docks and access doors are open from 9:00 a.m. to 5:00 p.m. Monday through Friday, and from 9:00 a.m. to 3:00 p.m. on Saturday. To use the freight elevators for deliveries or to remove bulky items, please make arrangements with the Management Office.

C. Other Deliveries.

Receiving rooms for larger items arriving by mail or parcel delivery service are located within the valet shops adjacent to the loading dock in each building. Residents accepting these deliveries are required to sign and enter the date of receipt in logbooks maintained for recording purposes. The Association is not responsible for loss of, or damage to, any items placed in the receiving rooms or held for pickup by residents.

XV. TRADESPEOPLE AND EMPLOYEES

The front entrance of the building is restricted to use by residents and their guests. Employees of residents and tradespeople shall not use the lobby entrances but shall use other entrances.

XVI. LIABILITY OF RESIDENTS

- A. Residents must not store or maintain within their units, in storage rooms, or in limited common elements, materials which could create a fire or safety hazard, or violate District of Columbia laws or regulations.
- B. Owners and occupants are responsible for any damage to the Association's common property caused by themselves or by family members, employees, or guests. All owners and occupants must conduct themselves and the property in their control to avoid any injury or damage to persons or property.
- C. The Association shall not be liable for any loss or damage to any automobile or other

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vehicle, or to the contents of any such vehicle on The Towers property. No employee may waive this condition of non-liability.

- D. The Association shall not be liable for the care, damage, or loss of any owner or occupant property whether in the owner's or occupant's unit, in or on public areas, or in storage. Using limited common element storage lockers is done so at the sole risk of the user.

E. Mandatory Insurance Coverage for Property and Liability.

1. Obtain, and always maintain condominium unit owner's dwelling property damage insurance coverage in the minimum amount of \$10,000; and
2. Insurance coverage in the minimum amount of \$50,000, exclusive of any coverage for unit betterments and improvements, to cover water damage repairs to the owner's unit, and water damage repairs to any other affected unit for which the owner may be responsible, to the extent that such damage is not covered by the Condominium's master property damage insurance, and to cover the \$50,000 water damage deductible under the Condominium's master property damage insurance in any case where the unit owner is responsible for paying or reimbursing the amount of such \$50,000 deductible; and
3. Personal liability insurance coverage in the minimum amount of \$300,000; and
4. Not later than September 1, 2022, and on January 1 of each succeeding year, provide the General Manager with a certificate of insurance showing that the unit owner has obtained, and is maintaining, individual condominium unit owner's insurance providing the required coverages in amounts not less than the minimum amounts specified. Failure to obtain or maintain insurance coverages at the required levels or to provide the required certificates of insurance at any time may result in a daily fine levied against the unit owner in accordance with the District of Columbia Condominium Act and may result in further enforcement action.

XVII. LEASING OF UNITS

- A. Residential units shall not be leased for other than residential purposes. Residential units may be leased or rented only once in a 12-month period.
- B. Parking spaces may not be leased for a term of less than 1 month. The Towers Lease Addendum form must be used for all leases.
- C. A unit owner must own a unit for a minimum of one (1) year prior to leasing or renting the unit.

- D. No leased residential unit or parking space may be sub-leased by the lessee.
- E. Each owner who leases a unit must deposit at the Management Office a check payable to The Towers Tenants Liability Fund in the amount of \$500.00, at the beginning of a unit's occupancy by a tenant. This amount will be held by the Association and will be used when a tenant is found to have violated Association Rules and Regulations or caused damage to public areas, as determined by the procedures outlined in Section XXV (Rules Enforcement). The money, less any deductions for actual costs to repair damages to common elements which the Board determined were caused by the tenant will be refunded to the owner within thirty (30) days of the conclusion of the tenant's occupancy unless a Board determination of tenant liability is pending.

XVIII. COMMUNITY ROOM AND KITCHEN

A. Reservations.

Resident owners and tenants in good standing, with fees and charges current, may reserve the Community Room and Kitchen subject to availability, by calling the Management Office. Rental of the Community Room and Kitchen does not include the use of any other public areas, including the patio outside the Community Room, the pool, and the courtyard. Residents requesting use of the room shall complete the Towers Room Reservation Request form and present it to the Management Office, along with two separate payments: one for the user fee and another one for a security deposit.

B. Rules and Regulations.

Residents reserving the room must be present during the function they sponsor. The Community Room may not be used for any function open to the public. The resident host of the event may be asked to be present when Association staff conduct an inspection after the event.

1. Community Room hours of operation are: 9:00 a.m. to 11:00 p.m.
2. Attendance at any event is restricted to residents and their invited guests.
3. Guests must vacate the premises by 10:30 p.m.
4. Occupancy is limited to one hundred and fifty (150) persons by the Fire Code.
5. Music may be provided so long as it is at a reasonable volume level. If a Towers staff member reports that the music is disturbing, the resident host must take corrective action, including, if necessary, suspension of the music.

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6. Beverages containing alcohol may not be served at private parties in the Community Room unless a caterer is engaged who shows evidence of an appropriate liquor license.
7. Residents using the Community Room and Kitchen must ensure that the area is left clean and sanitary. Trash, refuse, bottles, and cans must be placed in the containers provided and all leftover food and drink removed from the premises immediately after the event.
8. The cost of repairing any damage to the Community Room, its furnishings and/or equipment, as well as the cost of any unusual cleanup expenses, shall be borne by the reservation holder.
9. All non-resident guests at Community Room events must enter through the front lobby and check in at the front desk.
10. The resident host shall provide a complete guest list to the Management Office at least forty-eight (48) hours prior to the date of the function. This list is for the Front Desk to allow guests to enter the premises. If the event is large, a host or hostess should be stationed in the Lobby area to identify and/or direct guests.
11. A security guard is required for groups of fifty (50) or more, coordinated with the Management Office. The cost of this security guard will be borne by the resident reserving the room. The cost is computed for a minimum of four (4) hours, payable when the reservation is made.
12. If a paid instructor is to conduct a class, seminar, etc., participation is limited to current residents of The Towers and their invited guests. The following conditions apply:
 - (a) The instructor's fee, as well as the cost of any material used in the program, can be paid directly to the instructor by the attendees. However, The Towers Condominium Association shall have no obligation or liability with respect to payment of such costs.
 - (b) The nature of the program must be described in the residents' application form. The Board reserves the right to deny use of the Community Room based on program content.
 - (c) The instructor must be registered with the Management Office, provide annual proof of liability insurance, and sign an annual indemnity waiver.
 - (d) A list of registered instructors will be maintained at the Front Desk, and those who

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are not themselves residents of The Towers must sign in on arrival and receive a guest instructor ID badge.

13. User fees are non-refundable. Security Deposits will be refunded, less any additional costs that may be deducted for any damage to Towers property and/or additional security.
14. Towers housekeeping staff will move tables and chairs into the room. Resident hosts are responsible for arranging the room according to their needs. Tables and chairs are not to be moved from the library.

XIX. ATTIRE

Appropriate attire shall always be observed in the public areas of the property.

- A. Footwear must always be worn in public areas.
- B. Suitable outer garments must be worn over swimsuits and exercise apparel.

XX. SWIMMING POOL

A. Rules and Regulations.

1. These Rules and Regulations are for the benefit and protection of Towers' residents and their guests. They serve as a guideline to assure the safe and sanitary operation of the pool facilities.
2. The lifeguard or Management reserves the right to refuse entry and deny pool access to anyone, at their sole discretion.
3. The pool is open only when a lifeguard is on duty. The lifeguard is the onsite authority for pool-related issues.
4. No swimming is allowed when the pool is closed.
5. Individuals may be banned from the pool and pool area for:
 - (a) Improper, disturbing, or disruptive conduct,
 - (b) Causing injury to others,
 - (c) Presenting a safety hazard,

- (d) Intoxication,
- (e) Failing to obey all rules, and
- (f) Violation of any law or government regulation.

B. Responsibility.

1. All people using the pool or pool area do so at their own risk.
2. The Towers Condominium Association and its agents assume no responsibility for any accident or injury in connection with such use or any damage to or loss of individual property.
3. Residents will be held responsible for all actions of their children and guests.
4. Pool users must abide by all rules and lifeguard directives. Failure to do so can result in removal from the pool for a suitable period.
5. Pool Identification Cards will be retained by pool lifeguards and turned over to the Management Office when pool rules are violated.

C. Who May Use the Pool.

1. The use of The Towers pool is restricted to residents with a current resident ID and their accompanied guests. To obtain an ID, residents must register with the Management Office, sign a liability waiver, and pay any outstanding debts owed The Association.
2. Parents must sign a liability waiver for any children under the age of eighteen and be responsible for them.
3. All children under fifteen (15) years of age must always be supervised by a responsible adult.

D. Guests.

1. Towers residents holding a valid and current pool membership may bring a maximum of four (4) guests per unit per day to the pool.
2. Guests must be accompanied by the member or have possession of the member's pool card.

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3. The membership card must be left with the lifeguard until the member and guests leave the pool area.
4. Guests must sign the pool register and present a guest pass.
5. A guest pass is required for each guest and may be purchased by pool members only from either the Management Office or the Front Desk.
6. Weekday guest passes and weekend/holiday guest passes fees are set by the Board.
7. Passes can only be purchased by check payable to the Towers Condominium Association at the Front Desk or by check or credit card in the Management Office.
8. Guest passes are valid for one (1) day only.
9. Should the pool be closed due to inclement weather, guest passes may be returned to guests by the lifeguard if used for less than two (2) hours.
10. Non-resident owners and non-resident family members are guests.

E. Closing of the Pool.

1. The lifeguards retain the discretion to close and reopen the pool based on weather or other health/safety conditions.
2. In the event of lightning or thunderstorms, the pool will close and reopen at the discretion of the lifeguards and/or Towers Management, in keeping with standard safety guidelines.
3. The pool will close in case of breakdown of equipment, operational defects, when a lifeguard is not present or for other reasons at the discretion of the lifeguard or Towers Management.

F. Admission to the Pool Area.

1. Residents and guests in swim wear should not enter the main lobby.
2. Only soft-soled footwear is allowed on the pool deck.
3. Residents must sign the pool register and leave their resident ID passes, which must be picked up when leaving the pool area.
4. Persons with skin abrasions, colds, coughs, inflamed eyes, contagious conditions or

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infections, and persons wearing bandages, may be denied admission by the lifeguard.

5. Incontinent individuals must wear swimsuit diapers under their swimsuits. Other types of diapers are prohibited.
6. Caregivers must immediately remove a person with a soiled diaper from the pool area.
7. Diapers must be changed only in a bathroom facility and not in the pool area.
8. Soiled diapers may not be disposed of trash receptacles in the pool area.
9. Members of the community and their guests, who choose not to swim, may enjoy the pool area without charge or guest passes. However, anyone wearing swimming attire will be charged admittance.

G. Conduct.

1. People are encouraged to shower before entering the pool.
2. Running, pushing, wrestling, ball-playing or any undue disturbance or horseplay, such as "Marco Polo," is prohibited.
3. Squirt guns, water soakers, and similar toys are not permitted.
4. Small toys suitable for pool use and flotation noodles are permitted if their use does not interfere with other swimmers. Lifeguards, at their discretion, may prohibit or curtail the use of such toys if their use interferes with other people in the pool.
5. Coast Guard or Red Cross safety devices are permitted.
6. All swimmers and non-swimmers are limited to the parts of the pool that are appropriate and safe for their skill level as determined by the lifeguard.
7. At the discretion of the lifeguard, swimmers must pass an appropriate lifeguard administered test before being allowed in the pool or to advance to the deep end.
8. Loud talking, yelling, shouting, or other unreasonable noise and breaches of peace are prohibited.
9. Radios, MP3 players, iPods, tape recorders, and other sound-producing devices may be used only with earphones.
10. Quiet cell phone use is allowed.

11. Noisy or disruptive individuals may be required to leave the pool area.
12. No diving or disruptive jumping is permitted in the pool.
13. All food, alcoholic beverages and glass containers are prohibited.
14. No smoking is allowed in the pool area.
15. Paper and other refuse must be deposited in the receptacles provided.
16. If, at any time, there is a need for chairs, tables or chaises, lifeguards may remove towels, books, or other items to permit others to use the equipment.
17. All pool users will refrain from unnecessary conversation with lifeguards, which distracts them from their duties.
18. If a drain cover is damaged or missing, the lifeguards should be alerted, and the area must be avoided. Swimmers should not play with or near drain covers.
19. Any person concerned about the cleanliness of the water or about any other health or safety issue must alert the lifeguard immediately.
20. Lap swimming is permitted in the two designated lap lanes during all pool hours. At their discretion, lifeguards may open the lanes to other swimmers, but casual swimmers must leave the lap swimming area if the lanes are needed for lap swimming.
21. The lifeguard may require lap swimmers not in the lap lanes to stop swimming if the number of pool users warrants such action.
22. The water temperature is pre-set. Please do not ask the lifeguards to change the temperature.

XXI. TENNIS COURT

A. Membership.

Use of the Towers Tennis Court is restricted to residents with a current resident ID and their accompanied guests. To obtain an ID, residents must register with the Management Office, sign a liability waiver, and pay any outstanding debts owed The Association.

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B. Reservations.

Reservations may be made only by a member and can be made through the Front Desk - (202) 363-5600 - or online using Building Link. The member in whose name the reservation was made must be one of the players. Reservations begin at 12:00 noon on Sunday at which time a member may sign up for one hour of "prime time" and two (2) hours of "non-prime time" for the following week. On Monday, and on each subsequent day, a member may sign up for an additional hour of "prime time" and two (2) hours of "non-prime time" when available.

1. "Prime Time" is all day Saturday, Sunday & Holidays, as well as weekdays from 8:00 a.m. to 9:00 a.m. and 5:00 p.m. to 8:00 p.m.
2. "Non-Prime Time" is weekdays from 9:00 a.m. to 5:00 p.m.
3. During "Prime Time" at least two (2) players must be present before playtime begins on court.
4. Use of the tennis court by one person to practice serves is not permitted.

C. Cancellations.

As a courtesy to all, reservations should be cancelled if plans change. Please cancel promptly, preferably a minimum of three (3) hours in advance to give others a chance to use the time. Cancel by calling the Front Desk or on-line using Building Link.

D. Attire.

Shirts, shorts or skirts or warm-up suits, and regulation tennis shoes are required.

XXII. FITNESS CENTER

A. Location and Hours.

The Fitness Center is in the West Tower, First Floor. The hours of operation are 5:00 a.m. until 12:00 midnight daily.

B. Membership.

1. Use of the Fitness Center is restricted to residents with a current resident ID and, under the conditions in G. below, their overnight guests. To obtain an ID, residents must register with the Management Office, sign a liability waiver, and pay any outstanding debts owed The Association.

2. For safety reasons, no one under the age of fifteen (15) may enter or use the Fitness Center unless accompanied and supervised by a responsible adult.

C. Access.

To obtain access, residents must register with the Management Office, sign a liability waiver form, obtain a valid TCA Photo Resident ID Card, and register their FOB to open the door. A parent or legal guardian must sign the liability waiver for any resident who is under the age of eighteen (18).

D. Sauna.

When using the sauna, you always sit or lie on a towel. Oils, creams, lotions, salt, or other compounds are not permitted. Members may not pour water or aromatic compounds over the stove which can be hazardous.

E. Responsibility.

Persons using the Towers Fitness Center do so at their own risk. The Association, its directors, officers, owners, Management, agents, and employees assume no responsibility for any accident or injury in connection with such use. Persons using the Fitness Center facilities shall be deemed to have released TCA, its directors, officers, owners, Management, agents and employees from any claims, injuries, damages, liability, and costs arising in connection with such use. Fitness Center users agree to use the facilities properly and to exercise care to avoid causing injury or damage. Members are cautioned to use the exercise equipment carefully and properly; see the instructions posted on each machine for guidance. Consult your physician before taking part in any activities related to the use of the equipment or sauna.

F. Damages.

Any person causing any property damage or loss will be held personally responsible for said damage or loss.

G. Guests.

A limited number of three-day passes for overnight guests will be available. Residents may purchase the passes for \$5.00 at the Management Office or Front Desk. Overnight guests with a pass must sign in at the Front Desk and sign a liability waiver before entering the Fitness Center. Passes are available on a first come-first served basis.

H. Use of Equipment.

The use of exercise stations is on a first-come-first-served basis.

I. Courtesy and Common Sense.

1. Please limit the use of each exercise station to thirty (30) minutes when others are waiting.
2. Proper attire must be worn while exercising as well as while traveling to and from the Fitness Center.
3. Food or refreshments, other than water, are not permitted in the Fitness Center.
4. All injuries must be reported immediately to the Management Office or Security.
5. Listening devices such as radios, tape recorders, digital music players, etc. are permitted if earphones are used. Portable or personal televisions are not permitted.
6. All refuse must be placed in containers provided for this purpose.
7. Equipment failure or need for repair must be reported immediately to the Management Office, not the Front Desk.

J. Trainers.

Personal Trainers are permitted under the following conditions.

1. All Personal Trainers must be registered with the Management Office, provide annual proof of liability insurance, and sign an annual indemnity waiver.
2. A list of registered Personal Trainers will be maintained at the Front Desk, and those who are not themselves residents of The Towers must sign in on arrival and receive a day pass for access to the Fitness Center.
3. Personal Trainers may only use the Fitness Center to work with clients who are current residents of The Towers.

J. Private Use.

The Fitness Center may not be reserved for private use.

K. Locker Rooms and Showers.

Please wear a towel or robe after showering. Assist the housekeepers by keeping shower areas clean. Lockers are for changing only. Personal belongings shall not be left in lockers or in the locker room overnight. Should a locker be left secured overnight, Security has been instructed to remove its contents. TCA will not be responsible for any contents so removed.

XXIII. STORAGE UNITS

A. Allocation and Lease.

Storage units are allocated on a first-come basis at an annual fee set by the Board. A standard lease agreement prepared by Management shall run from January 1 to December 31 of each year and shall automatically renew unless cancelled by the user or the Association before December 31.

B. Administrative Fee.

Each new agreement will assess an initial administrative fee set by the Board which will include the first year's annual fee.

C. Hazardous Materials.

Residents must not store materials which could create a fire or safety hazard or violate any laws.

D. Liability.

Any property placed in storage is done so at the sole risk of the unit lessee and the Association assumes no responsibility for its care, damage, or loss.

XXIV. APPROPRIATE BEHAVIOR

Employees, unit owners, residents, guests, lessees, and contractors are entitled to safe and healthy homes and workplace and to be treated with dignity, civility, and respect. Threatening, aggressive, and other inappropriate behavior will not be tolerated.

A. The Association's employees and the employees of the Association's contractors must always treat unit owners, residents, and lessees in a courteous and businesslike manner.

B. Unit owners, residents, lessees and their guests and employees must always interact with the Association's employees and the employees of the Association's contractors in a

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courteous and businesslike manner.

- C. Unit owners, residents, lessees and their guests, contractors and employees shall not conduct themselves in an abusive, harassing, intimidating, or threatening manner toward the Association's employees or the employees of the Association's contractors. Such behaviors include, but are not limited to yelling; use of profanity; talking down to or using degrading remarks or tone of voice either in person or within a group, in a Zoom chat or other electronic platform used for communication; making threats; using intimidating or bullying tactics; purposely invading another's personal space; making unwanted physical contact or violence; or engaging in any malicious behavior a reasonable person would find unprofessional, disturbing, and harmful to psychological health.
- D. The use of name-calling and other offensive or abusive language, including but not limited to offensive language based on personal attributes such as race; religion; ethnicity; gender orientation; sexual orientation; age; physical, mental or emotional disability; or any other aspect of personal identity, is not acceptable in any communication by unit owners, residents, lessees or their guests, contractors or employees while within the buildings and grounds of The Towers Condominium.
- E. Concerns about the behavior of, or the quality of the work done by, Association employees or Association contractors must be submitted to the General Manager in writing. Concerns about the behavior of the General Manager must be submitted to the Board of Directors in writing.
- F. Any unit owner, resident or lessee who violates, or whose guest or employee violates, any of the foregoing rules may be subject to rules enforcement action as outlined in Section XXVI of these rules and regulations. Penalties for violations of the rules may include but are not limited to restriction of access to the Management Office and/or the Association's amenities, fines, and/or legal action by the Association pursuant to the District of Columbia Condominium Act and other relevant statutes, and the Condominium's Bylaws.
- G. For their own protection, owners, residents, Association employees or lessees should report any conduct they believe constitutes a direct threat to their personal safety to law enforcement authorities.

XXV. TOWERS COMMITTEES

A. General Provisions.

- 1. Committees are established by and report to the Board. Serving on a Committee is an opportunity for owners and residents to contribute to the Association and focus on issues related to our community.

2. Committee responsibilities are defined in a charter developed and approved by the Board. Depending on their charter, the Committee's role may be advisory in nature or more active, involving the planning and conduct of activities within the community.
3. Committees may be Standing or Ad Hoc. The latter are appointed by the Board to address specific, time-limited situations (e.g., the Nominating Committee).
4. Membership may be voluntary or Board-appointed, depending on the Committee's charter.
5. A Committee shall have at least three (3) members.

B. Standing Committees.

1. **Financial Advisory Committee** advises the Board on revisions to and implementation of TCA's policies and procedures as they relate to managing the budget priorities and the financials of TCA. In consultation with the General Manager and the Board, assists the Board Treasurer (as appropriate) with the preparation of budgets and provides recommendations on TCA's financial health and investment strategies.
2. **Buildings and Grounds** advises on issues related to our public areas, including the grounds.
3. **Governing Documents** advises the Board on amendments to TCA's governing documents (Bylaws, Rules and Regulations,) and other documents approved by the Board that establish the access and use to TCA's amenities and services and processes.
4. **Communications** publishes the in-house newsletter, *The Towers Topics*, and other material promoting community involvement, and suggests ways to improve our public presence (e.g., changes to the website or material for realtors).
5. **Library** oversees The Towers Library, cataloging and shelving donated books.
6. **Social Committee** plans and organizes Community-wide social events.

C. Membership and Chairs.

1. Unless otherwise specified in the Charter, owners and residents in good standing of The Towers are eligible to join a committee.
2. The chair and members of any Standing Committee shall serve until the date of the committees next organizational meeting, following the Board of Directors Annual

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Organizational Meeting.

3. Failure to attend two (2) consecutive regular meetings may be grounds for the removal from the Committee at the discretion of the chair.
4. The chair of each Committee shall provide a list of its members to the Board and the Management Office at the start of each year and notify the Board and the Management Office of any changes in membership that occur.
5. Unless otherwise specified in its charter, the chairperson of each Committee shall be elected by the members at the Committee's organizational meeting.
6. No person may serve as the chair of a committee for more than two (2) consecutive terms.
7. Current members and officers of the Board of Directors may not serve as officers or be voting members of any Committee.
8. Board members may be assigned as liaisons to Committees, and any Board member may attend a committee meeting (but may not vote) to provide perspective and help the Committee set priorities.
9. The President of the Board is an ex officio member of all Committees.

D. Meetings.

1. Committees may meet as often as their members decide during their initial organizational meeting. Meetings should be scheduled to allow for attendance by most of the Committee's members. Notice of meetings must be provided at least one (1) week in advance to all Committee members and to the Management Office for posting to the community.
2. Committee meetings are open for observation by owners and residents in good standing, unless otherwise provided by their charter.
3. At least 50% of the voting members must be present to conduct the Committee business.
4. Committees must maintain minutes of their meetings to provide a historical record for succeeding Committees. Committees may elect a secretary for that purpose or rotate the responsibility among its members. The last version of the minutes must be submitted to the Management Office to be uploaded into a dedicated Committee file for the record and to make them available to the community.

5. Committees may provide written reports documenting progress toward their annual goals to be included in the monthly Board meeting package and/or make an oral report during the designated time on the Board meeting agenda.
6. Committees may conduct their meetings via Zoom or use the Community Room or the Activity Room free of charge by reserving the space in advance with the Management Office.

E. Authority and Responsibilities.

1. All Committees report to have their charters approved by the Board.
2. The Board will set clear objectives for the Committees and make timely decisions to support their work.
3. Annually during the budget preparation cycle (or in the case of Ad Hoc Committees at the time of their appointment), any Committee which anticipates needing financial resources to do its work will prepare a budget request for consideration by the Board during the annual budget development process.
4. Committees may submit recommendations to the Board of Directors at any time, and the Board of Directors may request the committee's recommendations at its discretion. A Committee's recommendations must be made by majority vote and presented in writing, showing the members voting for and against the recommendation. Minority or dissenting views may be submitted to the Board.
5. Committees have no authority to spend, receive, or commit Association funds or to direct Association employees or contractors without express authorization of the Board of Directors and/or Management.

XXVI. RULES ENFORCEMENT

A. Procedure.

1. Reporting Violations.

- (a) Any owner or resident may request from Management that an owner or tenant cease or correct any acts which appear to be in violation of the governing documents as defined in Section I - Introduction. Such an informal request should be made to Management before the formal process involving the Board is initiated. Additionally, Towers employees are authorized to request that any owner or tenant comply with the Rules.

- (b) If informal requests do not result in compliance or if, under the circumstances, informal requests are not appropriate, any owner, resident, or employee may report an alleged violation of the provisions of the governing documents as defined in Section I - Introduction by submitting a written complaint to Management within 48 hours of the observance of the alleged violation. The complainant must have observed the alleged violation, and the written statement must include the complainant's name and contact information; the alleged violator, if known; the date and time when the violation was observed; a statement describing the alleged violation with supporting facts, being as specific as possible; and any other pertinent information.
- (c) Violations consisting of threats to property or persons, including violations of Section XXIV governing Appropriate Behavior, may be reported verbally. However, such verbal complaints must be followed within 48 hours by a written complaint as outlined in b. above.

2. Initial Attempt at Resolution.

- (a) Except as noted in (b) and (c) below, within five (5) business days of filing a written complaint with the Management Office, the alleged violator will be contacted by phone or in person by the Management Office to notify them that a complaint has been received and the nature of the complaint. The Management Office will, at this point, attempt to resolve the matter, and a letter will be sent to both parties ten (10) business days following receipt of the complaint notifying them of the results of this attempt at resolution. A copy of the letter will be placed in the files of the parties concerned. A letter sent to a tenant will also be sent to the owner of the unit via email and certified mail, return receipt requested. The letter will include the following:
 - (i) The date a complaint was filed,
 - (ii) the nature of the alleged violation,
 - (iii) action required to abate the violation,
 - (iv) the agreed-upon resolution (if any) or a statement that no resolution was reached,
 - (v) the date by which the agreed-upon action will be taken, and

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- (vi) a notice that failure to take the agreed upon action or a repeat of the same violation may result in the imposition of fines and/or penalties after notice and hearing.
- (b) Any owner, resident, lessee, contractor, or employee who violates Section XXIV Appropriate Behavior may immediately be barred from physically accessing the Management Office and/or be denied access to The Towers amenities for the protection and safety of all concerned and/or be denied non-essential services. If the individual is a member of any Committee, they should be immediately barred from all Towers Committees.
- c. If any identified owner, resident, or lessee commits a major violation, as defined in Section XXVI D. below, the matter will proceed directly to a hearing. The owner of the unit where the violator resides may be assessed a fine as determined by the Board after receiving notice and an opportunity for a hearing.

3. Formal Written Notice.

- (a) Except as noted in b. and c. below, should the initial attempt at resolution fail or should the agreed-upon resolution not be carried out or should a subsequent written complaint against the alleged violator be filed with the Management Office, a formal written Notice of Complaint shall be sent to the alleged violator by the Management Office within five (5) business days following the failure of the initial attempt at resolution or the receipt of a subsequent complaint. Such notice shall advise the alleged violator:
 - (i) that there has been another complaint filed or that action agreed to during the initial resolution phase has not been taken in accordance with the agreement,
 - (ii) the nature of the alleged violation and dates on which the violation(s) occurred,
 - (iii) the applicable part of the Declaration, Bylaws or Rules and Regulations which the complainant alleges have been violated,
 - (iv) the amount of the penalty to be assessed after a hearing,
 - (v) a Notice of Hearing in accordance with the provisions of Section XXVI.A.3 below, and
 - (v) that a response in writing to the alleged violation is required within five (5) business days.

- (b) Within five (5) business days following the reporting of a violation of Section XXIV Appropriate Behavior, a written notice will be sent to the violator by email (return receipt requested). The notice will also be hand delivered or sent by certified mail (return receipt requested) to the violator, with a copy to the unit owner if they are not the same person. Such Notice shall advise:
- (i) Of the nature of the violation and the date(s) upon which it occurred and the applicable part(s) of the Declaration, By-Laws or Rules and Regulations that have been violated,
 - (ii) Duration of restrictions imposed by the Board.
 - (iii) The violator's right to request a hearing by submitting such request in writing to the Board, along with a written response to the alleged violation within five (5) business days of the receipt of the Formal Written Notice, and
 - (iv) If a monetary penalty is also imposed, the amount of the penalty to be assessed after a hearing and a Notice of Hearing in accordance with the provisions of Section XXVI.A.4 below.
- (c) In the case of major violations, a written Notice of Hearing will be sent to the unit owner and alleged violator within five (5) business days of the alleged violation. Such notice must adhere to the provisions outlined in Section XXVI.A.4.

4. Provisions of Formal Written Notice When Hearing Is Involved.

In addition to the specific provisions provided under Section XXVI.A.3 above, the following provisions apply:

- (a) The notice shall state that an inquiry has been initiated involving all parties to the dispute. The inquiry shall be conducted with due regard for the rights and privacy of the parties involved and within the limits of the resources of the Management Office, with the following objectives:
- (i) Uncovering facts and information which may either corroborate or negate the complaint(s),
 - (ii) Allowing Management, where practicable, to suggest a remedy to either or both parties designed to make further complaints unlikely, and
 - (iii) Providing such information to the Board of Directors for use in deciding further action.

- (b) The Notice shall state the time, date and location of the Hearing and shall inform the respondent of their right to be present at the Hearing, and to present any witnesses or evidence related to the allegations set forth in the written Notice of Hearing. The Notice shall also describe any sanctions that the Board has the power to impose upon the respondent if the complaint is judged to be valid. However, even if a complaint is subsequently deemed to be valid, sanctions need not be imposed if a solution acceptable to both parties can be agreed upon during the Hearing.
- (c) If any of the parties can promptly show good cause as to why they are unable to attend the Hearing at the set time and date, the Board may, in its sole discretion, set a new time and date and shall promptly deliver notice of same to the parties concerned.
- (d) The Notice shall be delivered to the parties, including the unit owner in the case of a rented unit, no less than fourteen (14) days prior to the date of the Hearing; unless exigent situations require a shorter time that is reasonable under the circumstances. Delivery shall be deemed to have occurred upon the mailing of the Notice, regardless of whether the owner/tenant accepts such mail.
- (e) A copy of the Notice shall be emailed, read receipt requested, to all parties to the dispute at the address on file at the Management Office. A hard copy of the Notice shall also be hand-delivered to each party at their unit and/or mailed via certified mail, return receipt requested, to each party at the address on file at the Management Office. A copy of a Notice to a tenant will also be sent to the owner concerned via email and certified mail, and return receipt requested.
- (f) A copy of the Notice shall be placed in the Unit files of the parties concerned, with copies provided to the Board.

5. Amended or Supplemental Complaints.

Any time prior to the Hearing, amended or supplemental complaints may be filed. Should this occur, all parties should be notified promptly following the procedures listed in Section XXVI.A. 3 and 4 above. If the amended or supplemental complaints present added charges, the Hearing may be rescheduled, so that the respondent will have an adequate opportunity to prepare a defense to the additional charges. Notice of a rescheduled Hearing shall be sent following the procedures by certified U.S. mail, return receipt requested as stated in Section XXVI.A.4 above.

B. Hearing.

A Hearing shall be conducted by the Board or a designated committee of the Board. The Hearing shall be conducted in Executive Session and shall afford all parties an opportunity

to present their sides of the case. The following procedures shall apply:

1. Proof of Notice, Minutes.

Proof of Notice of Hearing shall be placed in the minutes of the meeting. Such proof should be deemed adequate if a copy of the Notice, together with a statement of the date and manner of delivery, are entered into by the party who delivered such Notice. The Notice requirement shall be deemed satisfied, and proof of Notice need not be placed in the minutes if the respondent appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the Hearing and the sanctions, if any, imposed by the Board or proposed by the committee designated by the Board to conduct the Hearing.

2. Constraints on the Board.

In a Hearing before the Board, a quorum of the Board or designated committee of the Board, consisting entirely of Board members, must be present. A simple majority of the Board or designated committee shall constitute a quorum. Each member of the Board or its designated committee shall determine whether they are 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 or designated Hearing Committee of the Board and shall not take part in the proceedings or in the Board decision on the case. Any member of the Board has the right to challenge any other member who is unable to function in a disinterested and objective manner. Prior to the Hearing, the complainant and respondent may challenge any member of the Board sitting on the Hearing for cause. Any of the above-mentioned challenges will be addressed by the Board or a committee designated by the Board, following the procedures outlined below.

3. Hearing Procedures.

- (a) The Board, or its designated committee, shall select one of its members to serve as Hearing Officer and to preside over the Hearing. At the beginning of the Hearing, the Hearing Officer shall explain the rules and procedures by which the Hearing is to be conducted.
- (b) The Board may determine the way the Hearing shall be conducted, so long as the rights set forth in this section are protected. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to relying, regardless of the existence of any common law or statutory rule which might make improper admission of such evidence over objection to civil actions.

- (c) Failure to attend the Hearing by either the complainant or the respondent shall not automatically result in a judgment against the absent party. The Board shall attempt to decide the case based on the evidence and information provided by witnesses and make an impartial judgment regardless of attendance by party.
- (d) Each party shall have the right to do the following, and may waive any or all rights:
 - (i) Make an opening statement,
 - (ii) Introduce documentary evidence and testimony of witnesses, who may attend the hearing in person or submit written statements,
 - (iii) Address questions to witnesses through the Hearing Officer,
 - (iv) Rebut documentary evidence and testimony of witnesses, and
 - (v) Make a closing statement.

Even if the complainant or the respondent does not testify on their behalf, each may still be called and questioned. The Board Committee may invite witnesses of its own choosing, and it may originate or direct questions to any witnesses in its effort to elicit all the facts. The Board may utilize written statements from witnesses in arriving at its decision in lieu of direct testimony.

- (e) Whenever a Hearing has commenced and a member of the Board withdraws prior to a final determination, the remaining members shall continue to hear the case so long as there is at least a quorum of individual members present throughout the Hearing.

4. Decision.

After all testimony and documentary evidence have been presented, the Board or its designated committee shall vote on the matter directly. If the Hearing has been before the full Board or based on the recommendations of the committee designated to conduct the Hearing, a majority vote of those participating shall be required for a decision. The designated committee shall submit its recommendation to the full Board for a final decision. A copy of the findings and the final Board decision shall be served to the parties involved in the case. A summary of the decision, excluding the names of the individuals involved and focusing solely on the issue and the Board's or the Board-designated committee's decision, shall be included in the Board minutes.

C. Repeat Violations.

Repeat violations are defined as identical or similar individual violations occurring during the year following the initial violation and creating a pattern of violations of the same provisions of the Governing Documents. Repeat violations are subject to increased fines, as established by the Board, without additional hearing.

D. Major violations.

1. Major violations are any violations as listed in D.2 below. Such violations may affect the structural integrity of the building or involve threats or actual injury to a person or property and may involve actions that cannot be reversed or corrected. In the event a major violation is observed and reported, a fine established by the Board may be assessed against the Unit Owner. Notice shall be given in writing to the Owner stating the nature of the violation(s), the amount of the fine to be imposed, action required to be taken (if any) and giving notice and opportunity for a hearing in accordance with the provisions of Sections XXVI. A.3 and XXVI.A.4 above. No previous attempt at resolution of the violation is required; Management, however, shall document the violation and provide the background necessary for the Board to proceed directly to a hearing.
2. The following are major violations:
 - (a) Initiating unit renovations without prior written approval of Management and obtaining all permits required by D.C. law.
 - (b) Unit renovations that negatively affect the integrity or operation of Common Elements or Limited Common Elements, including, but not limited to, electrical, plumbing, and HVAC systems.
 - (c) Intentional damage, theft, or vandalism to Association property and/or records.
 - (d) Unauthorized move-in/move-outs or violation of the provisions of Section XII Moving and Estate Sales.
 - (e) Violation of the provisions governing restrictions of activities during certain days and hours as stated in Section VIII Architectural Control and Renovations.
 - (f) Violation of Section XVII Leasing of Units.
 - (g) Failure of an owner or resident to keep the interior of their unit (including, if applicable, their balcony or terrace) in good order and in a clean and sanitary condition, free from bugs, vermin or rodents and from any condition likely to

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cause infestation by bugs, vermin or rodents or to create a fire hazard or failure to report an infestation of bugs, vermin, or rodents in a timely manner to Management.

- (h) Preventing access to their unit for inspections to ensure compliance with health, safety, and maintenance standards as required under Section 6.09 of the Bylaws.
- (i) Failure of an owner to cooperate with the Board in dealing with a tenant who fails to abide by the Rules & Regulations.

D. Interpretation.

Section XXVI is intended to serve as a protection to owners and tenants to ensure that their rights are protected and to serve as a guideline to the Board as it performs its duties to enforce the Declaration, Bylaws, and Rules and Regulations. The Board may determine the specific way the provision of this Section is to be implemented, provided that due process is involved. Any inadvertent omission or failure to conduct any proceeding in exact conformity with this Section shall not invalidate the results of such proceedings, so long as a prudent and reasonable attempt has been made to ensure due process according to the general steps set forth in this Section.

E. Delegation to a Committee.

The Board may delegate the Hearing and decision responsibility hereunder to a committee of no fewer than three (3) Board members, in which case a simple majority shall constitute a quorum. In that event, all actions, and requirements previously applicable to the Board and members apply to such committee and members.

F. Legal Action.

Despite any provisions in this Section, the Association reserves the right to initiate legal action at any time without adhering to the procedures outlined here if the Board deems it necessary for the interests of the Association.

G. Fines and Sanctions.

If the Board determines, after Notice and Hearing, that an owner or resident has violated the Declaration, Bylaws or Rules and Regulations, the Board may:

1. Impose a fine on the violator, in accordance with the District of Columbia Condominium Act, as amended, following a schedule approved by the Board.
2. Impose a daily fine for each on-going violation starting from a date set by the Board

after determining that the violation is continuing.

3. If, after penalties have been imposed for two Rules/Bylaws violations that have been determined to have occurred, the Board further determines, after appropriate Hearing, that an additional violation has ensued, or that a previously adjudicated offense has been determined to have continued for more than ten (10) business days following the first imposition of a fine, the Board may take further action against the offender by:
 - (a) Seeking a court injunction against further, additional, or continuing violations by an owner or tenant in violation, or
 - (b) Taking steps to enforce the eviction of a tenant who is in violation.
4. In addition to, or in lieu of, any fine imposed under the provisions above, the Board may deny all non-essential services and/or access to amenities and recreational facilities to the unit owner and/or their tenants (the "Offending Party").
5. At its discretion following any of the actions set forth above, the Board may assess the owner for:
 - (a) Attorney's fees and costs reasonably and necessarily incurred by the Association in conducting the rules enforcement proceedings in which a Hearing was held, and
 - (b) Costs associated with implementing the Board's decision to seek a court injunction or to initiate an action to evict a tenant.
6. Violations fees or fines imposed pursuant to these Rules, if not paid within thirty (30) days of their imposition, shall be treated as delinquent assessments.

H. Effect of Failure to Enforce Declaration, Bylaws or Rules and Regulations.

The failure of the Board of Directors of The Towers Condominium Association to enforce any provision of the Declaration, Bylaws, or Rules and Regulations, shall not constitute a waiver of the right to enforce such provision on any other occasion.

I. Schedule of Fines

For all except Major Violations, the following schedule of fines shall apply:

- A. **Single Occurrence Violation** (i.e., a discrete event):
Failure to reach an informal resolution or to complete actions agreed upon during the attempt to resolve without a hearing or monetary penalty: \$100.

B. Repeat Violations:

Repeat violations are defined as a series of identical or substantially similar individual violations of the same provision(s) of the Governing Documents that occur repeatedly or continuously during a 12-month period following the first infraction.

1. Second violation: \$200
2. Third violation: \$400

Subsequent repeat violations may increase at the discretion of the Board with each occurrence up to a maximum of \$2,000 per fiscal year. If there is no recurrence of the violation during the 12-month period following the first infraction, any subsequent violations of the same provision(s) of the Governing Documents shall be considered a First Violation.

C. Correctable Continuing Violations (i.e., continuing condition)

After the Board has levied a fine, if the conduct continues on a consistent basis or the violator fails to follow through on an agreed-to resolution, a fine of \$20 per day shall be assessed until the behavior stops or the agreed-upon remedy is implemented up to a maximum of \$2000 per fiscal year.

Major Violations

- A. Initiating unit renovations without prior written approval of Management and obtaining any permits required by D.C. law.**

Fine: \$500

- B. Unit renovations that negatively affect the integrity or operation of Common Elements or Limited Common Elements, including, but not limited to, electrical, plumbing, and HVAC systems.**

Fine: \$500 plus costs of repairing/restoring damages to any common elements for each occurrence.

- C. Intentional damage, theft, or vandalism to Association property and/or records.**

Fine: \$500 as a fine, for each occurrence, plus costs to repair the damage or replace what was taken.

- D. Unauthorized move-in/move-outs or violation of the provisions of Section XII: Moving and Estate Sales.**

Fine: \$500 for each occurrence plus regular move in/out charge

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- E. Violation of remodeling work hours and/or allowed activities during the defined allowed working days and time periods as stated in Section VIII Architectural Control and Renovations.

Fine: \$500 for each occurrence.

- F. Violation of Section XVII Leasing of Units.

Fine: \$500 plus 10% of the monthly assessment (for the specific unit in violation) per day until compliance is achieved.

- G. Failure of an owner to keep the interior of their unit (including, if applicable, their balcony/terrace/patio) in good order and in a clean and sanitary condition, free from bugs, vermin or rodents and from any condition likely to cause infestation by bugs, vermin or rodents, or to create a fire hazard or failure to report an infestation of bugs, vermin or rodents in a timely manner to Management.

Fine: \$500 per occurrence plus \$20/day until the situation is remedied.

- H. Preventing access to the unit for inspections to ensure compliance with health, safety, and maintenance standards as required under Section 6.09 of the Bylaws.

Fine: \$500 per occurrence

- I. Failure of an Owner to cooperate with the Board in dealing with a tenant who fails to abide by the Rules & Regulations.

Fine: \$1,000 plus, at the Board's discretion, 10% of the monthly assessment per day until the owner cooperates.

XXVII. COLLECTION PROCEDURES AND DELIQUENT FEES

A. Routine Collections.

1. The Association's fiscal year runs from January 1 to December 31 of each year. Each fiscal year's annual assessment shall be due and payable in equal monthly installments, on or before the first (1st) day of every month (Due Date). Any special or additional assessment shall be payable in full on the next monthly Due Date which is more than ten (10) days after the notice of assessment unless the notice allows for a different payment option as determined by the Board.
2. All documents, correspondence, and notices relating to assessments or charges shall

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be mailed or delivered to the address which appears on the Association's Books, and it is the responsibility of owners to provide current mailing addresses to the Association's managing agent in writing.

3. Non-receipt (or late receipt) of an assessment invoice, coupon booklet, notice or other form of reminder shall in no way relieve the owner of the obligation to pay the amount due by the Due Date.
4. Except for delinquent accounts that have been referred to counsel for collection, owners must make their assessment payments to the Association's managing agent, at the address and in the manner specified from time to time by the managing agent.
5. Payments shall be accompanied by a payment coupon provided by the managing agent or may be made electronically as specified by the management company. Owners must write their unit numbers on their checks.
6. The term "charges" shall include, without limitation, late fees, interest, returned check fees, administrative costs associated with mailing and serving notices, charges for damage repair costs or other costs incurred by the Association, fines imposed for violations of the Declaration, Bylaws or Rules and Regulations, and all costs and attorney's fees relating to collection efforts. Unpaid charges shall be collected in the same manner as delinquent assessments, or in such manner as shall be determined from time to time by the Board of Directors.

B. Remedies for Non-payment of Assessment.

1. Late Fees and Interest.

If payment of the total amount of any assessment payment is not received by the Association within fifteen (15) days after the Due Date, the Owner's assessment account shall be delinquent, and a late fee of thirty dollars (\$30.00) for residential units and five dollars (\$5.00) for parking spaces shall automatically be added to the amount due and shall be a part of the continuing lien and personal obligation of the owner, as provided in the By-Laws, until all sums due and owing shall have been paid in full. Additionally, any assessment payment that is not received within fifteen (15) days after the Due Date shall bear interest at a rate of twelve percent (12%) per annum until the full amount owed is paid, and such late fees and interest shall be part of the continuing lien and personal obligation for assessments.

2. Late Notice and Notice of Intent to Accelerate Installments and File Lien.

If payment of the total amount of any assessment payment is not received by the Association within fifteen (15) days after the Due Date, a Late Notice shall be mailed

or delivered to the owner at the owner's address which appears on the books of the Association for any balance due exceeding \$10.00. Non-receipt of such notice does not relieve the owner of the obligation to pay all amounts due, including without limitation assessments, charges, late fees, interest, and attorney's fees and other costs of collection. If payment of the total amount of any assessment payment is not received by the Association within thirty (30) days after the Due Date and the balance exceeds \$100.00, the management company shall send a Notice of Intent to Accelerate Installments and File Lien advising that if full payment is not received, the account will be forwarded to counsel for legal action. A copy of the notice may be sent to each holder of a mortgage for the unit that has furnished its name and address to the Association.

3. Notice of Intent to Record a Statement of Lien.

If payment of the total amount of any assessment payment is not received by the Association within forty-five (45) days after the Due Date and the balance exceeds \$100.00, the account shall be forwarded to the Association's legal counsel for collection action. The Association's legal counsel shall send a Notice of Intent to Record a Statement of Lien, to the owner by certified mail, return receipt requested at the owner's address which appears on the books of the Association. Nothing herein shall prevent the managing agent or the Board of Directors from referring a delinquent account to legal counsel at any time deemed appropriate. Non-receipt of such notice does not relieve the owner of the obligation to pay all amounts due, including without limitation assessments, charges, late fees, interest, attorney's fees, and other costs of collection, when due. A copy of the notice may be sent to each holder of a mortgage for the unit that has furnished its name and address to the Association.

4. Acceleration; Statement of Lien; Suspension of Privileges and Services.

If payment of the total amount of any assessment payment is not received by the Association within thirty (30) days after the date on which the Notice of Intent to Record a Statement of Lien was mailed, the entire balance of the unpaid assessment for the remainder of the fiscal year shall automatically be accelerated and be declared due and payable in full and a Statement of Lien shall be recorded in the land records for all assessments (including accelerated assessments) and charges owed. A copy of the Statement of Lien shall be sent to the owner. Additionally, all privileges and services provided to the owner and any tenant will be suspended until all sums due and owing shall have been paid in full. Such privileges shall include the use of public area recreational facilities and non-emergency in-unit maintenance services.

5. Returned Checks.

If a check is returned for insufficient funds, a twenty-five dollar (\$25.00) returned check fee, or the maximum amount allowed by District of Columbia law, shall be applied to the owner's account. If the Association receives two or more checks returned for insufficient funds in any single fiscal year from an owner, the Board of Directors may require all future payments to be made by certified check, cashier's check, or money order for the remainder of the fiscal year.

6. Civil Suit.

If payment in full of all amounts owed to the Association, including all delinquent and accelerated assessments, and all charges and costs, is not received within ten (10) days after the Statement of Lien is recorded, the Board of Directors may direct legal counsel for the Association to file a lawsuit against the delinquent owner, seeking recovery of all amounts owed to the Association, including all delinquent and accelerated assessments and all charges, costs and attorney's fees, and/or may direct that counsel initiate the foreclosure sale of the owner's unit to satisfy the Association's lien.

7. Payment in Full.

Once a lawsuit has been initiated, the owner's account shall not be considered paid in full until all administrative costs, legal fees and court costs incurred by the Association have been paid in full by the owner.

8. Application of Payments.

Payments received by the Association shall be credited in the following order, and the amount owed for each category below shall be paid in full before payment is applied to the next category:

- (a) Attorney fees and court costs, as applicable.
- (b) Late fees and interest.
- (c) Returned check charges, postage, and other collection costs.
- (d) Charges, as defined in Section XXVII A.6 above.
- (e) Annual and special assessments applied first to the oldest amount owed.

XXVIII. AMENDMENTS TO THE RULES AND REGULATIONS

A. Amendments.

1. The Board may adopt proposed changes to the Rules and Regulations only in a regular open meeting at which the proposed change has been placed on the agenda. The Board may not act on any proposed change that does not appear on its meeting agenda.
2. Any proposed change to the Rules and Regulations must be submitted in writing to all members of the Board no less than two (2) weeks before the regular open meeting at which the proposed change will be placed on the agenda. Notice and a complete copy of every proposed change must also be publicly posted on The Towers bulletin boards and website at least seven days before the regular open meeting for which the proposal is placed on the agenda and copies must be made available for inspection in the Management Office, to allow the Board and owners an adequate time to review and discuss the proposed changes.

B. Notice of Effectiveness.

1. Section 6.08(a) of the Towers By-Laws states that the Board shall provide copies of the Rules and Regulations to each Unit Owner prior to the time they take effect.
2. All changes to the Rules and Regulations adopted by the Board shall be posted on The Towers bulletin boards and website within five (5) business days of their adoption and sent to all owners and residents who provide an electronic mail address to the Management Office for that purpose. Owners and residents who do not provide an electronic mail address will be deemed to have accepted notice of such changes by the posting of such changes on The Towers bulletin boards and website.
3. Changes to the Rules and Regulations will take effect thirty (30) days after the date of their adoption by the Board of Directors.
4. The Board President shall ensure that every resale package contains the most recent changes to the Rules and Regulations, including any that have been adopted but not yet taken effect.

C. Annual Supplement.

1. In April of each year, the Secretary shall assist the Management Office in compiling all the changes to the Rules and Regulations adopted during the previous Board year. Copies of this compilation shall be mailed to all owners with the Annual Meeting packet so that the Owners may place it with their copy of the Rules and Regulations.

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Beginning in April 2014, and by April of each year thereafter, the Board of Directors shall prepare a print and electronic version of the Rules and Regulations incorporating all changes made since the last print version was made. Hard copies of each new edition will be mailed to all owners of record.