

BADER CONDOMINIUM HANDBOOK

Jan 2018 Revision

Ignorance of the contents of this Handbook is no excuse for violations of the rules and regulations contained herein

Bader Handbook

TABLE OF CONTENTS

Introduction	4
Useful Contacts	5
Bader Contacts	6
Section I: Board of Directors, Committees, and Website	
The Board	7
Committees	7
Website	7
Section II: Condominium Assessments	
Purpose of the Assessed Fee	8
Basis for Assessment	8
Payment	8
Late Payments	8
Section III: The Building	
Common Elements	9
Bicycle Room	9
HVAC	9
Key Fobs	9
Laundry Room	9
Mailboxes	9
Parking	9
Patio	10
Recycle Bins	10
Roof Deck	10
Surveillance Cameras	10
Smoking	10
Storage Room	10
Trash	10
Utilities	10
Section IV: Building Services	
Entrance Locks	12
Extermination Service	12
HVAC Units	12
Mail/Packages/Deliveries	12
TV Reception	13

Bader Handbook

TABLE OF CONTENTS (continued)

Section V: Policies and Procedures	
Access to Units	14
Bicycles	14
Common Elements	14
Crime	14
Doors	15
Elevators	15
Emergencies	15
Fire Safety	15
Floor Coverings	16
Grievances	16
HVAC Unit Fans	16
Insurance	16
In-Unit Washers/Driers	17
Key Fobs	17
Laundry Room	17
Lock Outs	17
Mail Boxes	17
Move In/Move Out/Transfer Within	17
Noise	19
Owner/Association Boundaries	19
Patio	20
Pets	21
Plumbing	22
Recycling	22
Resident Changes Due to Resale/Rental	22
Rodent Control	23
Roof Deck	23
Surveillance Camera Video	24
Smoke Alarms	24
Storage Room	24
Trash	24
Utilities (Electricity, Gas, Water, Sewage)	25
Vandalism	25
Window Treatments	25
Section VI: Fines	
Fines	26
Late Payment of Assessment	26
Moving Guidelines	27
Moving Application	28
Lease Addendum	29-32

Bader Handbook

INTRODUCTION

Welcome to the Bader Condominium (the “Bader”). The purpose of this handbook is to provide you with information about your home, its management, and the neighborhood. Owners and/or residents are responsible for having knowledge of the contents of this handbook, and for abiding by the rules. Residents are encouraged to read in full this document. Owners are encouraged to read in full this document, the Bader Condominium Bylaws¹ (the “Bylaws”), and the Point Of Sale² (the “P.O.S.”).

Condominium living, in addition to your rights, demands obligations that are not integral to life in rental communities or even neighborhoods of single-family homes. The success of the Bader and the continued appreciation of your individual investment will depend on your participation in the affairs of the condominium.

The Bader is governed by a Board of Directors (the “Board”) elected by the members of the Unit Owners’ Association (the “Association”). The Board hires a Managing Agent³ to oversee the daily operation of the building including the physical and fiscal management, development and maintenance of the budget, receipt and banking of income, bill payment and the negotiation and supervision of contracts. The Board works closely with the managing agent in overseeing the operations of the Bader.

While the Bader staff is employed collectively by the Association, they are supervised directly by the Managing Agent, not by individual owners or residents. Any conflicts occurring between residents and the Bader staff should be brought to the attention of the Managing Agent or Board, so that problems can be resolved through the appropriate channels.

Since 1984 the Board has embarked on a capital improvements program for the building. These improvements have modernized and enhanced the quality of the building. Further, we continue to build our reserves in order to meet a schedule of replacements of the mechanical systems and building improvements. The most recent major improvement was the repointing of the front façade and resealing of all windows to prevent air and water from leaking in. This work was completed in 2016.

Your neighborhood is strategically located to the city as a whole. In our own neighborhood we have the George Washington University and Hospital, the Kennedy Center, a Trader Joes, the Watergate Shopping Center Whole Foods, and the World Bank. The Bader is a 3-5 minute walk to the Foggy Bottom Metro Station (Orange, Blue, and Silver lines) and downtown Georgetown. A block away, a brand new, large, public library is being built and will be complete by 1/1/18.

¹ The Bader, A Condominium, Condominium Bylaws as adopted November 23, 1993.

² The Bader, A Condominium, Point of Sale as adopted October 17, 1980.

Bader Handbook

USEFUL CONTACTS

EMERGENCY & DC GOVERNMENT

EMERGENCY - Police, Fire, Ambulance	911
EMERGENCY – Gas (is this # still correct)	703-750-1400
DC Non-emergency	311
DC Government*	http://dc.gov/DC/
DC DMV	http://dmv.dc.gov

VENDORS**

SERVICE	VENDOR	PHONE	WEBSITE
Appliance Parts (Dishwasher, Refrigerator, Stove)	Sears		http://www.sears.com
Cable/Internet/Phone (Land Line)	COMCAST RCN	202-635-5100 877-782-7769	http://www.comcast.com http://www.rcn.com
Cleaning	Martiza Cleaning	301-3668799	
Floor Refinishing	Roy Grant	301-336-7008	
Gas (Non-Emergency)	Washington Gas	703-750-1000	http://www.washgas.com
Handy Man	Jorge Lazo	202-604-3246	jorge.lazo38@yahoo.com
HVAC Repair	Bennett Mechanical Services	301-893-2300	http://www.bennettmechanical.com/
Laundry Room Machines	Coinmach	800-229-7837	http://www.coinmach.com
Lock Service	Murray Lock & Security	301-946-5800	http://www.murraylockandsecurityco.com/
Paint/Plaster Repair	Jorge Lazo	202-604-3246	jorge.lazo38@yahoo.com
Plumbing	Douglas Melendez	202-337-3690	badercondo@gmail.com
Window Replacement	Blaine Window Repair Services	301-565-4949	http://blainewindowrepair.com/

* To contact DC concerning abandoned vehicles, consumer complaints, parking enforcement, rat control, snow removal, street and alley cleaning, street light repair, trash removal, tree maintenance, and many more services

** This listing is an aid in providing you with useful vendors and should not be considered as a recommendation or endorsement by the Board

Bader Handbook

BADER CONTACTS

The current officers and members of the Board are listed on the bulletin boards in the lobby and laundry room. They can also be found listed on the Bader Condominium's website.

The management company is:

EJF Real Estate
1428 U Street, NW
Washington DC 20009
Property Manager: Randy Lyon
Normal Hours and Emergency Service Contact: 202-537-1801
Normal Hours: 9am-5pm

The management and staff consist of the following:

Management Representatives: Randy Lyons & Peter Greeves

Building On-Site Manager
Douglas Melendez
202.337.3690 (office)
571-721-3690 (Google Voice)
badercondo@gmail.com
Normal Hours: 7AM – 3:30PM (Mon-Fri)

For more information, please visit The Bader website at [badercondominium.org](http://www.badercondominium.org)

The Bader website URL is:

<http://www.badercondominium.org>

Bader Handbook

SECTION I: Board of Directors, Committees, and Website

The Board

Seven elected resident unit-owners serve on the Board for a two-year term. The powers and duties are as specified in the Bylaws, Article IV, Section 1, and include the following:

- Responsibility for the operation of the building
- Establishment of policies and rules for the Association
- Enforcement of those policies and rules
- Delegation of appropriate responsibilities to the Managing Agent

Board meetings are scheduled by the Board and are open to all residents as observers. Notice of these meetings is posted on the lobby bulletin board. An annual meeting is held on such day as designated by the Board between the second Tuesday in October and the third Tuesday in November (Bylaws, Article III, Section 4).

Committees

The Bylaws, Article IV, Section 20, allow the establishment of committees to assist the Board in its functions, consisting of three or more unit owners appointed by the Board to serve for a term of one year, in order to

- Provide for visual harmony and soundness of repairs
- Further the comfort of unit owners, their guests and tenants
- Promote the general welfare and safety of the condominium community

The Board has established the following two permanent committees:

1. Covenants Committee. This committee enforces the mutual covenants of unit owners by regulating the repair, improvement, and exterior appearance of individual units, insofar as these affect the common elements or the interest of other unit owners. They also have the power to issue cease-and-desist requests to unit owners, their guests, invitees or tenants whose actions are inconsistent with the Condominium Act, the Bylaws, or the rules and regulations. Fines can be levied against unit owners for such violations.
2. Facilities Committee. This committee regulates and determines the external design, appearance, use and maintenance of the common elements in accordance with standards and guidelines adopted by the Board.

The Board from time-to-time also establishes other committees such as the Budget, Website, Garden, etc., that are necessary for the efficient performance of its duties.

Website

The Bader website contains much information concerning the building such as financial data, the Bylaws, minutes of Board meetings, and this handbook. The website URL is <http://www.badercondominium.org>. **Please note that the business page containing the financial data and minutes for the Bader is password protected. Please contact the Bader president or the building supervisor for the password.**

Bader Handbook

SECTION II: Condominium Assessments

Purpose of the Assessed Fee

The condominium fee is used to pay for all known and anticipated expenses needed for the repair, maintenance, and improvement of the common items (i.e., building and grounds, plumbing lines and electrical wiring of the common areas, utility costs, insurance, management, and reserve funds to replace major items). Also, the Bylaws, Article VI, Section 1E, provides that the Board can levy special assessments for the purpose of defraying the cost of any unexpected repairs, for non-recurring contingencies, or to meet any budget deficiencies.

Basis for Assessment

The individual unit assessment is calculated on a percentage basis according to the number of square feet in the unit. See P.O.S. Exhibit IV-A, Section 9.

Payment

The monthly condominium fee is due on the first day of each month as noted in the Bylaws, Article VI, Section 1C. To make a payment you visit the site <https://ejf.cincweb.com/> and register online. You can set up automatic payment to ensure you pay on time each month. *We need to put the payment instructions and registration instructions here. It needs to be step-by-step explanation.*

Late Payments

If payment is not received by the 15th of the month, late and delinquent fees, as well as interest, will be added to the sum due as per the Bylaws Article VI, Section 3. See Section VI: Fines, in this document.

Bader Handbook

SECTION III: The Building

Common Elements

The Bader common elements include, but are not limited to the back patio, bicycle room, hallways, laundry room, lobby, roof deck, stairwells, and storage room.

Bicycle Room

Residents can store their bicycles in the bicycle room in the basement at the end of the hallway to the right of the elevators. The building manager will program your FOB so you have access to the bike room.

HVAC

The Bader provides heat and A/C via a common radiator system shared by all units. The HVAC unit contained within your apartment consists of a radiator and a blower fan. The blower fan sucks air in the big duct, blows the air across the radiator, and out the little ducts. The Bader sends chilled water to the radiator during the warm months and heated water to the radiator during the cold months. Therefore, the system can deliver only heat or A/C but not both at the same time. The heat is turned on in the late fall and the A/C is turned on in the spring. The decision to switch from A/C to heat or heat to A/C is determined by the Board based on the long-term temperature forecast.

Key Fobs

The front, rear, laundry room, and roof deck doors are opened with an electronic key fob. Owners can purchase key fobs from the building Supervisor for \$50 each. When a tenant moves out, it is the owner's responsibility to ensure that the tenant turned in his/her FOBs. If they do not, the FOBs will be deactivated and the owner will need to purchase new FOBs for his/her new tenant.

Laundry Room

The laundry room is located in the basement across from the rear stairwell. The laundry room door is locked at all times and can be opened by the building front door key fob. The machines are card activated. You can purchase a card or add money to it using the ATM in the laundry room. The washers run for 30 minutes and the dryers for 45 minutes. The washers and dryers cost \$1.50 each per load.

For out of order machines, please follow the instructions of the vendor as posted on each machine and contact the building Supervisor.

Mail Boxes

Mailboxes are located in the lobby and are labeled with unit numbers. The Board decided to remove all nametags from the mailboxes and cover the address slots with silver strips to keep the mailbox area looking uniform. The US Postal Service (USPS) labels the mailboxes on the inside so no nametags on the outside of the mailboxes are needed.

Parking

The Bader has no parking spaces. Parking directly behind the Bader, while not marked as a parking violation, is still subject to ticketing. To avoid ticketing by DC Police, residents or guests who wish to park on the neighborhood streets for more than two consecutive hours must display a DC Ward Two parking sticker or temporary parking permit. The stickers and permits can be obtained from the DC Department of Motor Vehicles. Their URL is <http://dmv.dc.gov>. See the "Vendor"

Bader Handbook

Patio

The Bader has a back patio accessible via the basement door around the corner to the left of the elevators. It is also accessible via the back gate leading to the back parking lot. The patio has charcoal grills, tables, chairs, and a trashcan. A resident can reserve the patio for exclusive use by contacting the on site manager at least 5 business days in advance of the requested reservation date.

Recycle Bins

Recycle bins are located in the basement around the corner to the left of the elevators. One bin is for boxes and paper. The other is for metal, glass, and plastic.

Roof Deck

The Bader has a roof deck accessible via the 8th floor front stairwell. You need your FOB to get onto the roof deck but not to reenter the building. The roof deck has tables, chairs, and a trashcan. A resident can reserve the roof deck for exclusive use by contacting the onsite manager at least 5 business days in advance of the requested reservation date. **Smoking and any cooking or grilling is prohibited on the roof-deck. Violators will be fined according to Section VI: Fines, of this document.**

Surveillance Cameras

The Bader has seven 7 motion-activated surveillance cameras throughout the building common areas and in the side alley. The cameras are on at all times. The footage is recorded and stored for a limited amount of time.

The cameras are for surveillance purposes only and are NOT constantly monitored.

Smoking

Smoking cigarettes, pipes, and/or cigars is not permitted in the Bader common elements except the front sidewalk and back patio. There is a silver cylindrical ashtray affixed to the front sidewalk at the base of the front stairs. On the back patio, there are two cylindrical ashtray canisters.

Smoking on the roof deck is prohibited by the DC Fire Marshal. This is a fire-code violation. Anyone caught smoking on the roof deck will be fined according to Section VI: Fines, of this document.

Whether or not smoking is allowed in individual units is the decision of the unit owner.

Storage Room

The storage room is located in the basement to the left of the elevators. The storage room door is locked at all times and can be opened with the building front door key fob. **Access to the storage room is denied between 11 PM and 6 AM.** The storage spaces in the storage room are not secure and the Board found that denying overnight access to the storage room decreased theft from the storage room.

Squares and unit numbers painted on the floor of the storage room define each storage space.

Trash

There is a trash chute on each floor next to the rear stairwell doors. Please take large trash to the basement and place it next to the recycle bins.

Utilities

Bader Handbook

Electricity, gas, over-the-air TV reception (minus the digital-to-analog converter box if needed), sewage, and water are all provided by the Association and are covered in the unit's condominium fee. Landline phones, cable and satellite TV, and internet are not provided by the Association and are not covered in the unit's condominium fee.

Bader Handbook

SECTION IV: Building Services

Entrance Locks

All outside doors to and from the common elements are kept locked at all times and can be opened by the building front door key fob. **Building entrance doors are never to be propped open.**

If you are moving into the Bader, please register your phone number with the Supervisor (basement office) so he can enter it into the front door telephone entry system. He will need your unit number as well as your phone number.

For guests to gain access to the building, they must use the telephone entry system located on the left side of the front door entrance. When a guest calls using the entry system, the resident dials nine (9) to release the front door and allow the guest to enter the building. **Please do not allow entry to unknown guests.** If a stranger comes to the door while you are opening it, tell him/her they need to contact the tenant, whom they have come to visit, to gain entry into the Bader. Please don't deviate from these instructions!

Extermination Service

Regular extermination service is provided on the 2nd and 4th Tuesday of every month. To arrange for the service please contact the onsite manager. The cost of this service is included in the unit's condominium fee.

HVAC Units

Twice a year, the Association provides new air filters to the owners/residents for their HVAC unit(s)—generally on conversion to heat in the fall and/or air conditioning in the spring. The owner/resident can install the filter(s) or have the building Supervisor install the filter(s). The owner/resident can ask the Supervisor for a new air filter at any time as the Supervisor usually has an ample supply.

Each HVAC unit has a pan below it to collect condensate that drips off the radiator when the air conditioning is turned on during the summer months. Each condensate pan has a drain that feeds into the Bader sewage lines. The drain can become clogged causing the pan to overflow damaging your unit as well as the unit(s) below yours. Maintaining a clean condensate pan drain is the responsibility of the unit owner. When the air conditioning is on, owners are advised to monitor their HVAC unit(s) to assure the condensate pan(s) drain is flowing freely.

To reduce the incidence of property damage, once a year, generally in late June or early July, the Association, at no charge to the owners, cleans all unit HVAC condensate pan drains. If your HVAC unit condensate pan drain requires more frequent cleaning, it is the responsibility of the unit owner. For your information, the Association has found that for this service, Bennett Air Conditioning Company (phone numbers above) has performed satisfactorily in the past. This should not be considered as a recommendation or endorsement by the Board.

Mail/Packages/Deliveries

The Association assumes no responsibility, nor does building insurance cover lost, stolen, or damaged mail, packages, or deliveries.

Incoming letters are placed in the residents' mailboxes. Incoming packages are delivered to each resident's door with the exception of packages that arrive on Saturday.

Out-going letters can be placed in the USPS mail slot to the right and above the lobby counter. Outgoing packages can be left on the right end of the lobby counter with a note to Fedex/UPS/USPS attached.

Please notify the Supervisor when you are expecting a delivery of large items like furniture or are having work done in your apartment.

Bader Handbook

TV Reception

All units in the Bader should have at least two (2) coaxial cable jacks, a building antenna jack, and an RCN cable jack. Some units may have a third coaxial cable jack to Comcast cable. The building antenna jack leads to a master antenna on the roof of the building. The RCN and Comcast cable jacks lead to master cable boxes in the basement. Please do not tamper with or disconnect your unit building antenna jack as you may affect the reception of other units and will be responsible for any repairs.

The master antenna on the roof of the building provides TV reception to many units. If your unit does not receive clear reception, contact the Superintendent for a recommendation on how to gain reception.

If a resident wishing to receive a signal from the building antenna jack has an analog TV, they will need to purchase a digital-to-analog converter now that over-the-air TV signals are digital.

Should an owner/resident wish to receive cable television and Internet, Comcast and RCN are available. Please schedule your connection service at a time when the Supervisor is working since the cable technician will need access to rooms in the basement. The owner/resident is responsible for any connection, monthly, or disconnection fees.

Under the Bylaws, Article VI, Section 7, altering the exterior surface of the building is not allowed so owners/residents wishing to receive satellite television have to mount their satellite dish inside their unit facing out a window. The owner/resident is responsible for any connection, monthly, or disconnection fees.

Bader Handbook

SECTION V: Policies and Procedures

See Section VI: Fines, of this document for fines related to violations of all policies, rules, and regulations in this section. Any violation in this section may be subject to a fine, especially those labeled “fine”, “mandatory”, “not permitted”, or “prohibited”.

Access to Units

Under the Bylaws, Article VI, Section 10, each owner grants a right of access to his/her unit to the Board, Managing Agent, or other person authorized by the Board for the purpose of making inspections or to correct any condition that threatens another unit or common area, or for installation, alteration, or repairs to the common elements in the unit. Such access must be requested in advance and at a reasonably convenient time to the owner.

In the event of any emergency (gas leak, fire, flood, etc.), such right of entry will be immediate whether the unit resident is present or not. Also, if the Board's authorized on-site representative does not have a key to the unit, the unit owner will be liable for any expenses related to such an emergency (gas leak, fire, flood, etc.), including the repair of broken doors and locks caused by forcible entries.

Bicycles

The Association assumes no responsibility, nor does building insurance cover loss, theft, or destruction of bicycles stored in the bicycle room.

Attaching bikes to railings in the lobby, the front garden, or the front steps is not permitted. Any bikes found locked to the above-mentioned areas will be removed, held in the Supervisor's office, and subject to fines as outlined in Section VI: Fines of this document. Bicycles can be attached to the railing at the rear of the building at one's own risk.

Common Elements

The Association assumes no responsibility, nor does building insurance cover injury, loss, theft, or destruction of personal property which occurs to a resident or guest in the Bader common elements.

Storing bicycles, furniture, packages, umbrellas, shoes, trash, or objects of any kind in the Bader common elements other than the storage room or bicycle room is not permitted. The common elements are to be used for no purpose other than normal transit through them.

Smoking cigarettes, pipes, and/or cigars is not permitted in the Bader common elements except the front sidewalk and back patio.

Crime

As with any building in a large city, the Bader experiences crime from time to time so owners and residents are encouraged to exercise “street smarts”:

- Residents should only let people they know into the building.
- Residents should always keep their unit front doors dead-bolted.
- Residents on the first floor should keep their windows closed and locked when they are out.
- Residents should not store valuable items in the storage room.
- Owners should switch out their unit front door locks between tenants.
- Should a resident or owner lose a front door key fob, they should have the Supervisor de-activate that key fob immediately.

Bader Handbook

Doors

If an owner or tenant uses a common element access controlled door (front, back, storage room, etc.) in a way that causes a malfunction, the unit owner will be responsible for the cost of repairs to the door and may be subject to a fine.

Placing any permanent decorations on the hallway side of unit front doors, along with door mats, is not permitted as per the Bylaws, Article VI, Section 8B(iv).

Elevators

If an owner or tenant uses the elevator in a way that causes a malfunction, the unit owner will be responsible for the cost of repairs to the elevator and may be subject to a fine. Examples of this are using an object to hold the elevator doors open for a long period of time during a move or overloading an elevator during a move.

If an owner or tenant gets stuck in an elevator, use the call box to alert the elevator maintenance company and use a cell phone to call 911 for assistance in getting out.

When the elevators malfunction, most times they will go to the basement and not allow further use until the problem is fixed.

If a resident notices an elevator malfunctioning, please tell the Supervisor about the problem.

Emergencies

Only situations which seriously affect the safety or well-being of the residents are considered emergencies. Examples include burst water pipes, gas leaks, and fires.

If an emergency occurs weekdays between the hours of 7AM and 3:30, PM, notify the Supervisor or Custodian at once. At all other times, contact EJF's emergency number, which is posted on the "Important Information Sheet" near the elevator on each floor. This message will be relayed to the Managing Agent. If there is a fire or someone is stuck in an elevator, call 911 as well.

Lock-outs are not an emergency. The Managing Agent or Board members will not respond to a lock out. See Lock Outs later in this document.

Fire Safety

Dial 911 to report a fire.

Fire safety is a concern of all residents. Do not use or store flammable liquids or materials in your unit. Fire alarms and extinguishers are located on each floor near the stairwells. In the event of a fire emergency, close doors and/or windows to confine the fire. Walk to the nearest alarm and use it to alert others. Use stairwells to leave the building. **Do not use the elevators.**

If a grease fire occurs in your kitchen, remember to cover the pan or throw dirt from a plant on it. **Do not pour water on a grease fire.** It is recommended that each resident have a working fire extinguisher in his/her unit.

Each unit is equipped with a hard wired smoke detector. The smoke detector upkeep is the responsibility of the unit owner. In order to comply with the latest insurance requirements, it is mandatory that the smoke detector now be equipped with battery back-up.

Bader Handbook

Floor Coverings

In order to reduce noise, it is mandatory that residents have carpeting or rugs on at least 80% of the open floor surfaces (excluding kitchens, closets, and bathrooms) in units located over other units. If a complaint concerning noise is lodged against a resident, an inspection of the offending unit by a Covenants Committee member is necessary.

Grievances

The Bylaws, Article IV, Section 1M, and Article VI, Section 8A, give the Board authority to adopt and enforce rules and regulations concerning the operation of the Bader. Violations of these established rules and regulations can be addressed according to the following procedures, or alternatively any resident can take civil action at his/her own expense.

- The affected resident should first try to resolve any disturbances with the offending person. The resident should keep a chronological log of the type, date, and time of the offense. In the event the disturbance continues, one request to the offending party must be in writing.
- Should this action fail and the offending behavior continue, the affected resident should present the problem in writing with back up documentation to the Covenants Committee or Board.
- The Covenants Committee or Board will then send a written request to the offending resident, requesting that the offense cease and setting forth a fine to be levied unless the offense stops within an appropriate period of time. This and subsequent correspondence concerning the offense from the Covenants Committee/Board will be copied to the Managing Agent, and, if the offending resident is a renter, to the unit owner.
- In the event a fine is levied, and remains unpaid for 30 days, this will result in the fine being levied against the unit owner by the Managing Agent as an unpaid assessment (similar to an unpaid condo fee) and the Board will then rule on further procedures.
- If an alleged offending owner wishes to contest the notice of violation, he must write to the Board within 10 days of receiving the first notice from the Covenants Committee/Board.
- The Covenants Committee/Board can dismiss any alleged offense without taking any action only if it determines that an offense has not occurred or that the affected resident has been arbitrary and capricious in his/her contentions concerning the offense. If this happens, the Covenants Committee/Board will write to the affected resident with a copy to the alleged offender giving their reasons for dismissing the offense.

The process established here provides an equitable method of solving simple grievances within the Association structure.

HVAC Unit Fans

HVAC unit fan maintenance and repair is the responsibility of the unit owner. See the Bader website FAQ for an explanation of how to replace an HVAC unit fan yourself (approximately \$175). The Association has found that for this service, Bennett Air Conditioning Company (phone numbers above) has performed satisfactorily in the past (approximately \$750). This should not be considered as a recommendation or endorsement by the Board.

Insurance

It is strongly urged that each owner maintain a condominium homeowner's insurance policy. Moreover, it is recommended that tenants maintain renter's insurance. Among other things, such a policy protects against damage to another unit from plumbing leaks originating from the policy holder's unit. Independent insurance

Bader Handbook

agents can provide information about cost and coverage. Consult the Bylaws, Article VII, regarding the insurance carried by the Board as Insurance Trustee for the Condominium. Contact the Managing Agent for information on how to acquire copies of the Bader's master insurance policies.

In-Unit Washers/Driers

The Bader Board is currently reviewing its in-unit washer/drier policy to ensure that the building's plumbing system can accommodate in-unit machines.

Key Fobs

If you lose a front door key fob, please let the Supervisor know so he can disable that key fob. A replacement or extra key fob can be purchased from the Supervisor for \$50.

At any given time, the Board can direct the Supervisor to re-register all key fobs to ensure that extra key fobs are not in the possession of non-Bader residents.

Laundry Room

The Association assumes no responsibility, nor does building insurance cover lost, stolen, or damaged laundry.

Please return in a timely manner to remove your clothes. Any clothes left in the Laundry Room for more than a week will be removed and disposed of by the Supervisor.

As a courtesy to other residents, please use no more than two machines at any one time

The use of dyes is not permitted.

Lock Outs

If the Supervisor has a key to your unit he can provide assistance (Monday through Friday, from 7:00 AM to 3:30 PM) in the event of a lock-out. At all other, times the resident is responsible for contacting a locksmith.

Lock outs are not an emergency and the Managing Agent or Board will not respond. It is a good policy to leave an extra set of keys with a friend or neighbor in the building. Another option is to leave a spare key in a lockbox and attach it to the building's outdoor lockbox area. If you'd like to pursue the lockbox option, ask the Superintendent to show you where to attach the box.

Mail Boxes

Federal law, DC law, and the Association require that all mailboxes be locked, maintained, and kept in working order by their owners. If any mailbox is found not to be in working order, a notice will be sent to the owner requesting that a locksmith provide a new lock and key for the mailbox so that it can be properly locked. Failure to address the problem is sufficient justification for the US Postal Service to return all mail for that mailbox and the Board to fine the owner of the mailbox. This requirement is mandatory.

Move In/Move Out/Transfer Within

1. Definitions

- a. A move (a change of residence) is defined as an applicant transferring household goods within, onto, or from the Bader property. A move from one unit to another unit also constitutes a move.
- b. A move where no furniture is involved (Ex: move into or out of a furnished apartment) is still considered a move and a move in fee is still assessed. (see below).

Bader Handbook

- c. Damages include any breaking, chipping, marring, scratching or ripping of any of the common areas of the property, including but not limited to flooring, stairs, ramps, railings, elevators, doors, walls, and hallways.
- d. Moving Hours. For the purposes of moving, regular office hours are the hours between 8 AM and 3 PM Monday thru Friday. All moves must be finished by 3 PM. As we don't have staff at the Bader after-hours or on the weekends, moves during those times are prohibited unless you arrange it with the building Superintendent.

2. Fees

- a. A move in fee of \$400 will be charged. The Bader does not charge a move out fee; although both move ins and move outs must be scheduled and monitored. The fee covers the costs of the Bader contractors/employees to insure that the appropriate doors are unlocked, the assigned elevator is reserved and padded, and to monitor moves to insure that the rules are observed and Bader property is not damaged.

3. General Rules

- a. All moves, both in and out of the building, must be monitored by the building supervisor or the building custodian and must be scheduled at least five business days in advance of the requested date of the move.
- b. For a moving date to be assigned, the applicant must complete the Bader Moving Application, and for move-ins provide a copy of the signed lease agreement including the Bader Lease Addendum, or in the case of a purchase, a copy of the signed closing statement, and pay the \$300 move-in fee. The Bader Moving Application and Bader Lease Addendum can be obtained from the Managing Agent, the web site (click on "Forms"), or at the end of this document.
- c. Upon acceptance of the completed application and payment of the move in fee, management will approve the requested moving date and time.
- d. Only one applicant can move into the building at a time. In cases where applicants apply for the same date and time, priority will be determined by the timeliness of the completed application and payment of all fees.
- e. The Bader will assign a specific elevator for a move. No other elevator can be used.
- f. The move must take place within the hours that have been assigned by the Bader.
- g. The applicant is prohibited from using the lobby in front of the elevator or any other common areas as a staging area. In the case of a move-in, items must be moved directly from the vehicle, through the **rear entrance**, to the elevator, to the apartment. In the case of a move out, items must be moved directly from the apartment, to the elevator, **through the rear entrance**, and out to the vehicle. Moves into a furnished apartment where only luggage is being moved are exempt from this rule and can use the front entrance.
- h. If the applicant does not show up for the move at the appointed date and time, the applicant will be charged \$100.
- i. If the applicant notifies the Bader that they will arrive late but before the 3 PM cut-off time for completed moves, the Bader will, but at its sole discretion, continue to have moving monitors available but the applicant is responsible for paying any overtime for the monitors.
- j. A move cannot commence until the Bader monitor/employee is present.
- k. Any damage to Bader property caused by the applicant will be repaired and billed to the unit owner.
- l. The move monitor (the Supervisor or Custodian) does not assist with the move.

Unregistered move-ins, unscheduled move-ins and move-outs, and moves which use the front entrance lobby area instead of the rear entrance will be subject to a \$300 fine plus all related administrative fees. Section IV (1) (M) of the Bader Unit Owner Association Bylaws provides the following: "If a Unit Owner persists in violating these By-Laws and/or Rules and Regulations, the Board of Directors may require him/her to post bond, satisfactory to it, to secure future compliance with these By-Laws and/or Rules and Regulations." Accordingly, if there is a subsequent move-in violation related to a unit owner, then the unit owner will be required to post a \$500 bond. The bond is refundable upon transfer of ownership of the unit provided that all levied fines have been paid.

Bader Handbook

Adherence to the above rules concerning moves is mandatory. See Section VI: Fines, of this document for fines levied for failure to follow the move-in/move-out rules.

Noise

Quiet hours Sunday through Thursday are 10 PM to 8 AM. Quiet hours on Friday and Saturday are midnight to 8 AM. The quiet hours for federal holidays prior to regular workdays are the same as Sunday through Thursday. Adherence to quiet hours is mandatory.

Residents should exercise due consideration at all hours and particularly during quiet hours to avoid unnecessary noise, both inside and outside your units, especially in the operation of musical instruments, radios, televisions, stereos, power tools, pets, and other sources of sound to avoid disturbing other residents.

If a noise violation is due to a loud party in a unit, a loud party spilling from a unit into a hallway, or a loud party in a common element, the offended resident is encouraged to call the DC Police to report the incident. The offended resident should also file a grievance with the Board as per Grievances under this section.

Construction/Renovation/Repair Work

The Bader is a poured concrete structure. This makes it very difficult to contain noise related to construction, renovation or repair work within an individual unit. At a minimum it will reverberate to the adjacent units including above and below and across the hall. Accordingly, we request that you notify the residents in adjacent units and building management no less than 24 hours in advance of any planned work.

Construction, renovation and repair work is limited to the hours of 8:00 AM to 5:00 PM, Monday through Friday and 9:00 AM to 4:00 PM on Saturdays. No work is permitted outside of these hours or on Sundays or designated federal holidays. Moving equipment and materials in and out of the building is considered "work" and is subject to the hour limitations noted above. In addition, there is no parking available for contractors in the rear of the building. Arrangements should be made with The Bader Superintendent to facilitate their ingress and egress to the building.

A courtesy warning will be issued for the first violation related to the above provided that the activity that is in violation is immediately ceased. Violations will then be assessed on an individual basis at \$150 per violation.

Section IV (1) (M) of the Bader Unit Owner Association Bylaws provides the following: "If a Unit Owner persists in violating these By-Laws and/or Rules and Regulations, the Board of Directors may require him/her to post bond, satisfactory to it, to secure future compliance with these By-Laws and/or Rules and Regulations." Accordingly, if a second violation related to construction, renovations, or repair work being done outside of the designation hours, then the unit owner will be required to post a \$500 bond.

Owner/Association Boundaries

This section lists the boundaries between unit owner property and Association property at each unit. This is by far not a complete list but is meant to provide a general guideline to the unit owner.

Unit owners own from the outer walls of the unit inward. That includes the interior walls, the interior surfaces of floors, outer walls, and ceilings, the horizontal pipes inside walls, the front and interior doors, the door locks and hardware, the window glass, the lighting fixtures, the kitchen and bathroom fixtures, the toilet, the sinks, the tub, the HVAC unit(s) blower fan(s) and condensate pan(s), the electrical switches and outlets, the cable jacks, the phone jacks, and the appliances.

The Association owns the vertical hot and cold water pipes, sewage pipes, and HVAC supply and return pipes shared by all units in a tier, the electric supply and return wiring shared by all units in the tier, the HVAC

Bader Handbook

radiator(s) in each unit, the unit front door frames and doorsteps, the outer walls of units, and the unit window frames and sealant. These are all owned by the condominium association so that they can be kept standardized across all units.

For more information, see Article VI, Section 5, Paragraph B of the Bylaws.

If a unit owner or their designee engages an outside contractor to effect repairs or renovations to their unit, the person doing the work must hold a District of Columbia Business License, have a liability insurance policy with a minimum of \$1,000,000 in coverage, and hold a certificate of worker's compensation insurance for any employee of the contractor that will be on property. In addition, if a specific license is required by the District of Columbia for the type of work to be performed, the contractor must be duly licensed. The unit owner should notify the building superintendent of any outside contractor that will be working in the building and the type of work that will be done prior to work commencing. If the unit owner fails to notify the building superintendent, or the contractor upon request cannot present proof of compliance with these requirements, they will be asked to cease work until such time as they provide documentation or the unit owner notifies the building that they are authorized to do the work. These requirements are not meant to impede renovations or repairs, but are to assure the safety and security of the building and to comply with our insurance covenants.

In no event, shall any work involving modifications or repairs to the electrical panel box or which involves association owned electrical or plumbing elements be done by anyone other than a contractor licensed for the type of work and approved in advance by the building Superintendent.

Due to the potential dangers related to faulty workmanship, failure to comply with these requirements will result in a fine of \$300 for each violation.

Patio

The back garden patio is available for the enjoyment of Bader residents and their guests only. Residents can reserve the patio for exclusive use. The furniture and grills in the garden patio have been provided for use by all so please take care of these items as if they were your own. The patio door is locked at all times and can be opened by the building front door key fob.

Parties or other planned activities are governed by the following rules:

- Reservations for the exclusive use of the patio must be scheduled by a Bader resident with the Supervisor (basement office) at least five (5) days in advance of the event. The notice must contain the resident's name, unit number, date, and time of the event.
- The Supervisor will post notices of the event on the lobby and laundry room bulletin boards.
- The resident sponsor of the event is responsible for the conduct of guests and the cleanup and removal of all trash. Should any damage to Association property occur, the unit owner will bear the cost of repairs and will be subject to any applicable penalties levied by the Board.
- All events must terminate no later than 10 PM Sunday through Thursday and no later than midnight Friday and Saturday nights. The rules for holidays prior to regular workdays are the same as Sunday through Thursday.
- Smoking on the patio is permitted. Please dispose of cigarettes in designated cigarette receptacles.

Adherence to the above rules concerning the use of the back patio is mandatory.

Bader Handbook

Pets

- 1) Only units occupied by owners may have pets in residence.
- 2) A unit is limited to two pets in residence at any one time.
- 3) Allowed pets are defined as orderly domestic dogs and cats. The maintenance, keeping, boarding and/or raising of any other animals including birds, rodents, livestock, poultry, rabbits or reptiles of any kind regardless of number or size is prohibited within any unit or in the common areas. Fish tanks are permitted but are limited to no more than 30 gallons in total capacity regardless of the number of tanks.
- 4) Dogs can have an adult weight of no more than 75 pounds. Exceptions to the weight restriction for dogs must be made in writing and will be reviewed by the Board on a case-by-case basis. The Board will consider breed, number of pets currently residing in the unit and pet ownership history in making their determination for an exception. A non-compliant dog should not be brought into residence without board approval. Requests must be in writing to the Board President.
- 5) All dogs and cats must have a veterinarian statement or record confirming that the animal is current on all required vaccinations. In addition, for adult dogs, it should note the weight of the animal or if a puppy, it should estimate the prospective adult weight. Dogs must also have a current District of Columbia License.
- 6) Renters who qualify under the Americans with Disabilities Act for a service animal should request accommodation in writing to the Board prior to bringing an animal into their unit. The request should include the reason for the accommodation, information about the service animal plus medical documentation from a licensed medical provider. (Eliminate this clause?)
- 7) All pets residing in the Bader must be registered with the unit owner association. If you have a pet(s), please contact the building Superintendent who will provide you with the required form. It should be submitted within 30 days of bringing a conforming pet into residence. Failure to register a pet will result in a fine to the unit owner of \$50 for each violation. A violation is noted as failure to meet the initial registration date or subsequent registration deadlines requests.
- 8) There are no exceptions for pet sitting or visitors with pets.
- 9) Any pet declared to be in violation of the residency rules of this pet policy or a nuisance due to other pet related rule violations, must be removed from the premises within 30 days of notification and financial penalties may be assessed as well. A Unit Owner who believes the notice was issued in error must appeal the notice of removal within 14 days of receipt. The Board will provide a determination no later than 7 days following receipt of the appeal. However, filing of an appeal does not push back or automatically suspend the removal date.
- 11) Pets are not permitted in the common areas of the building or an occupied elevator unless hand carried or on a short leash. No pet can be leashed to any stationary object in the common areas.
- 12) Pets are not allowed on the back garden patio or on the roof deck at any time. Pets can pass through the patio when entering or exiting through it; however the pet must be hand carried or on a short leash.
- 13) Pets are not allowed to relieve themselves on any condominium property. Any feces or urine on said property is to be removed and the property cleaned immediately by the pet's owner in a sanitary manner. Any animal waste (including cat litter) must be double bagged prior to disposal down the trash chute.
- 14) Adherence to the above rules concerning pets is mandatory. Please see Section VI: Fines, of this document for penalties related to non-compliance.

Bader Handbook

Plumbing

The Bader plumbing is divided into common plumbing and individual unit plumbing. Common plumbing includes all piping in the basement, all vertical risers (hot and cold water in, sewage out), all vertical HVAC risers, and all in-wall HVAC radiators, and is the responsibility of the Association. Individual unit plumbing includes horizontal piping leading to and from each unit, bath tubs, HVAC condensate pan drains, sinks, toilets, and piping internal to each unit, and is the responsibility of the unit owners. Each kitchen sink, bathroom sink, and toilet has a shut-off valve under the appropriate fixture. The bath tub shut-off is by riser and not individual fixture. To repair bathtub plumbing, you must contact the Supervisor to turn the riser water off before repairs can be made. Unless it is an emergency, advance notice should be given to the Supervisor and to other residents in the tier before turning the riser water off for repairs.

Unit owners are responsible for preventing and clearing a stoppage of the waste line. The Board suggests residents buy a plunger and noncorrosive drain cleaner.

For plumbing repairs or waste line backups, unit owners may wish to contact (phone number above), who have been used satisfactorily by the Association in the past. This suggestion is given as an aid rather than a recommendation or endorsement by the Board.

Recycling

Please wash out glass, metal, and plastic containers before placing them in the recycling bins so as not to attract roaches or mice. Please place pizza boxes on the floor outside of the recycle bins since cardboard with food waste on it cannot be recycled.

Resident Changes Due to Resale/Rental

Sale

If a unit is sold, the Bylaws, Article VI, Section 12, requires the seller to obtain from the Association, and furnish to the purchaser, the information set forth in Section 42-1904.11 of the DC Condominium Act, including:

- The amount of unpaid assessments currently levied against the unit being sold
- The capital expenditures anticipated by the Association within the current or succeeding two fiscal years
- A statement of the status and amount of any reserves for capital expenditures, contingencies, and improvements, and any portion of such reserves earmarked for any specific project by the Board
- A copy of the Bylaws
- A copy of the Handbook
- A copy of the P.O.S.
- A building front door key

Whenever a unit is sold, the new owner must provide a copy of the settlement sheet or other proof of occupancy transfer and a completed occupant's registration form to the Managing Agent.

Rental

The owner of a rental unit must provide his tenant with a copy (electronic or paper) of this handbook and a building front door key. This regulation is mandatory.

If the unit is being rented, a copy of the rental agreement along with the Bader Lease Addendum, which can be obtained at the Bader website(click on "Forms") or at the end of this document. An attachment must be sent to the Managing Agent. The Bader Lease Addendum insures that all residents are aware of the laws, rules and regulations that govern the Bader and provides all residents with an understanding of the expectations and obligations of living in this condominium community. The Bader Lease Addendum must be attached to any existing lease once the lease goes month-to-month. (Can we fine for failure to sign leases addendum?).

Bader Handbook

All owners who rent their units must register with the DC government as a landlord and be in compliance with rent control laws.

The Bader was built in 1939 so there is a good chance that there is lead based paint on the unit walls and ceilings under layer(s) of newer non-lead based paint. **Federal regulations require that in a rental transaction, every prospective tenant must be given a copy of the Environmental Protection Agency (EPA) brochure on lead paint.**

A Unit Owner is prohibited from leasing his/her unit for a period of less than six months (Bylaws Article VI (8) (B) (xv)). Therefore, **Air B n B - "like" rentals of short duration are strictly prohibited** and violations are subject to a \$300 fine. In addition, each day that a violation continues, is considered a separate violation per Section IV (1) (M) of the Bader Unit Owner Association Bylaws.

Rodent Control

Residents are asked not to put out food for birds and squirrels as this also attracts rats and mice.

Roof Deck

The roof deck is available for the enjoyment of Bader residents and their guests only. Residents can reserve the roof deck for exclusive use. The furniture on the roof deck has been provided for use by all so please take care of these items as if they were your own. The roof deck door is locked at all times and can be opened by the building front door key fob.

Parties or other planned activities are governed by the following rules:

- Reservations for the exclusive use of the roof deck must be scheduled by a Bader resident with the Supervisor (basement office) at least five (5) days in advance of the event. The notice must contain the resident's name, unit number, date, and time of event. No roof deck events can be scheduled after 9 PM on July fourth (7/4), so all residents can view the fireworks on the Mall.
- The Supervisor will post notices of the event on the lobby and laundry room bulletin boards.
- The resident sponsor of the event is responsible for the conduct of guests and the clean-up and removal of all trash. Should any damage to Association property occur, the unit owner will bear the cost of repairs and will be subject to any applicable penalties levied by the Board.
- Climbing onto the elevator penthouse, trespassing onto the roof by climbing the roof deck fence, or throwing anything from the deck or roof to the ground is prohibited.
- All events must terminate no later than 10 PM Sunday through Thursday and no later than midnight Friday and Saturday nights. The rules for holidays prior to regular workdays are the same as Sunday through Thursday.
- No more than 33 people are allowed on the roof at one time, per the DC Fire Marshall
- **Cooking on the roof deck is prohibited**
- **Smoking on the roof deck is prohibited**

Adherence to the above rules concerning the use of the roof deck is mandatory. All violations will be subject to fines.

Bader Handbook

Surveillance Camera Footage

The surveillance camera footage is owned solely by the Association and can only be viewed by the Board, the Managing Agent, the Supervisor, or a law enforcement officer.

Smoke Alarms

Disconnection of a smoke alarm is a DC Fire Code violation which threatens lives and property. If a smoke alarm is found to be disconnected in any unit, the Board may levy a fine against the unit owner with a written notice that the system must be reconnected immediately. The Board will then check the unit again in one (1) week. In the event that the violation continues, the Board will refer the matter to the Association's attorney. The unit owner is responsible for any attorney's fee the Association incurs in connection with the collection of any fines and other fees resulting from this violation.

Storage Room

The Association assumes no responsibility, nor does building insurance cover loss, theft, or destruction of personal property stored in the storage room.

Only residents are allowed to store items in the storage room. Non-resident owners are not allowed to store items in the storage room.

Please do not use a space whose number does not correspond to your unit number.

The storage room is inspected periodically. Violations of DC Fire Code will be incurred by, but are not limited to, storage of the following items:

- Carpets and carpet padding
- Clothing
- Upholstered furniture
- Mattresses
- Flammable materials, i.e., paint, paint thinner, lighter fluid

If any of the above items are found in the storage room, they will be removed and disposed of by the Managing Agent or Supervisor at the owner's expense.

DC Fire Code requires users to leave 24 inches of space between the ceiling and/or the sprinkler heads and stored items.

In order to ensure access to all storage areas, the Board requests that any closet or other structure built in a particular storage space be no more than three (3) feet wide, three (3) feet deep, and moveable, preferably on wheels.

Trash

The trash chute is located next to the rear stairwell on each floor. Please obey the following rules:

- Place all trash in securely wrapped plastic or paper bags (to prevent soiling the carpet in transit and to keep the basement trash area cleaner) before being dropped down the chute.
- Dropping boxes, rugs, or other large items down the trash chute is not permitted. Instead, place them next to the basement recycle bins.
- Recyclables can be taken to the basement and placed in the recycle bins.

Bader Handbook

- Placing trash or recyclables inside the chute door, in the stairwells, or hallways is not permitted.
- Disposal of animal waste (including cat litter) must be double bagged.
- For instructions on the disposal of items that do not fit into the above categories, consult the Supervisor.

Utilities (Electricity, Gas, Water, Sewage)

Should a resident's electricity, gas, or water (hot and/or cold) go out, the resident should check with the Supervisor to see if any work is being performed by the Association on the Bader common utility elements or if any tier specific work is being performed by the Association or another resident in that tier, necessitating that the utility be turned off. If no work is being performed on the utility, the Supervisor will look into whether other units in the same tier are experiencing the problem. If no other units in that tier are experiencing the problem, the unit owner is responsible for getting the problem fixed.

If the outage is during non-working hours, the resident should call the Managing Agent at the number listed above. To assist in the diagnosis of the problem, before calling the Managing Agent, please check with other residents in your tier to see if they are experiencing the problem. If they aren't experiencing the problem, then the unit owner is responsible for getting the problem fixed.

Should a waste line back up occur, the unit owner is responsible for getting the problem fixed. If the unit owner's plumber can't fix the problem, then the common waste line is clogged and the Association is responsible for getting the problem fixed.

Vandalism

Any person caught vandalizing Bader property will be prosecuted to the fullest extent of the law by the Association.

If the vandal is a Bader unit owner or tenant, the unit owner will be responsible for the cost of any repairs and may be subject to a fine levied by the Board or criminal charges.

Window Treatments

Window treatments must be white or light colored or be lined with white or white colored cloth so that no dark color shows on the outside. If the resident is in doubt about the suitability of any covering, a request for determination should be submitted in writing to the Board. Stickers, decals, and other similar items attached directly to the glass are not permitted. **In accordance with P.O.S. Exhibit IV-A, Section 16, window air conditioning units are not permitted.**

Bader Handbook

SECTION VI: Fines

Fines

The following fines can be levied by the Board for violations of the policies, procedures, regulations, and rules previously detailed in this document.

The following violations may result in a fine levied of up to \$300:

- Committing act(s) of vandalism
- Committing crime(s)
- Disconnecting unit smoke alarms
- Misusing common element doors
- Misusing the elevators
- Move violations
- Air B n B like rental of a unit (i.e. less than six-month rental)
- Smoking in a common element other than the front sidewalk or back patio
- Throwing item(s) off the roof deck

Violations involving the following categories will result in fines: \$50, \$75, and \$100 for a first, second, and third offense:

- Bicycles
- Floor Coverings
- Mail Boxes
- Noise (from causes other than lack of floor coverings) (80% floor coverings seems too high to me)
- Patio
- Pets
- Resident Changes Due to Sale/Rental of Unit
- Roof Deck
- Signs (no commercial or for-sale signs on unit front doors or in windows)
- Storage Room
- Trash
- Use of Dyes
- Window Treatments

Late Payment of Assessment

If the payment of an assessment received later than the 15th of the month, the Board will levy a fine of \$50. Interest will be charged on the outstanding assessment at the rate of 8 percent annually, from the 16th of the month. If the assessment is not paid in full by the end of the month, the Board will levy an additional fine of \$75. If the matter is not resolved within 60 days from the delinquent date (16th of the month), the matter will be referred to the Association's attorney. Interest will continue to accrue on the outstanding balance.

The delinquent owner is responsible for any attorney fees the Association incurs in connection with the collection of outstanding assessments, fines, and interest.

Bader Handbook

THE BADER CONDOMINIUM MOVING GUIDELINES

2515 K Street NW, Washington, DC, 20037

Telephone (202-337-3690)

The Bader Condominium Association would like to welcome you as our neighbor. Below you will find additional information that will help you plan your move.

Please refer to the Bader Condominium Handbook for full guidance on all moves at the Bader. In short, the Bader Board of Directors considers a move **(a change of residence) defined as an applicant transferring household goods within, onto, or from the Bader Condominium property. A move from one unit to another unit also constitutes a move. A move into a furnished apartment also constitutes a move. All moves require filling out a move application and submitting with all required documentation and fees to the building Supervisor.** The Supervisor will work with you to schedule your move within our timeframes stated below.

All moves in, out, and within the Bader Condominium must be monitored by the Supervisor or Custodian, no exceptions. The Supervisor can be reached at the phone number listed above. Feel free to leave him a message at this number to plan for your move. The Supervisor will return your call promptly.

The Supervisor must receive this moving application along with all completed additional documentation described below at least five days before the proposed move-in time and date. Please be mindful that most move dates around the end of the month and aligned with the university semester calendars fill up quickly. Note that only one move can take place at a time and only one elevator can be dedicated for the purposes of a move.

All moves must be monitored by the Supervisor or Custodian are to take place during his regular working hours 8 AM to 3 PM Monday thru Friday. All weekday moves must be completed by 3 PM when the Supervisor departs for the day, no exceptions.

Required Documents

- Completed and signed move application form**
- Check made payable to "Bader UOA" for the total amount determined below inclusive of the administrative fee and monitoring fee..
- Copy of your ratified lease addendum**
- Copy of ratified lease agreement with Bader property owner or in the case of a purchase, a copy of the signed closing sheet.

**Required forms can be found on the Bader website under "Forms": <http://www.badercondominium.org>

Bader Handbook

THE BADER CONDOMINIUM MOVING APPLICATION

Date: _____ Time: _____ Received _____

Unit Owner's Information

Name: _____ Unit: _____

Address: _____

City: _____ State: _____ ZIP: _____

Cell Phone: _____ Email: _____

Resident Information

Name: _____ Unit: _____

Cell Phone: _____ Email: _____

Other Residents, if on the lease:

Name: _____ Cell Phone: _____

Move Information

Move In Move Out

Requested Move Date: _____ Requested Move Start Time: _____

Estimated Duration of Move: 2 hours 3 hours 4 hours 5 hours

Documents Attached (Supervisor to sign for receipt of the following):

Ratified Lease and Bader Lease Addendum _____

Provided Keys to Unit _____ (Required pursuant to the Bylaws)

Handbook provided to Applicant _____ (For move in only)

Payment of Administrative Fee (\$50.00) and move fee

Received: _____ Check Number: _____

Making an application to move into, out of, or within the Bader represents consent to follow the Rules and Regulations of the Bader Condominium.

By signing this application, you indicate that you have received the Bader Handbook and agree to abide by the handbook's rules. If a move violates any rule in the Bader Handbook, the unit owner responsible for that move will be subject to a fine of up to \$300 and their unit's FOBs will be deactivated until the fine is paid. Please review the Bader Handbook for any additional explanation of the moving fees. The Bader Handbook can be found on the Bader website: <http://www.badercondominium.org>

Signature of Applicant(s) _____

Bader Handbook

THE BADER, A CONDOMINIUM MANDATORY CONDOMINIUM UNIT LEASE ADDENDUM

THIS ADDENDUM to a certain lease (the "Lease") of Condominium Unit NO. _____ at the Bader Condominium (the "Condominium"), located at 2515 K Street, NW, Washington, D.C., is made this _____ day of _____, 20_____, by and between _____ (the "Landlord") and _____ (the "Tenant").

WITNESSETH:

In consideration of the Mutual covenants, promises and agreements contained in the Lease and herein, Landlord and Tenant hereby agree that the following provisions are added to the Lease, and that, in the event of any conflict of this Addendum, the provisions of this Addendum shall control.

1. Applicability of Condominium Instruments. Tenant's right to use and occupy Condominium Unit _____ of the Condominium (the "Premises") shall be subject and subordinate in all respects to the provisions of the Declaration and Bylaws of the Condominium (the Condominium Instruments") and to such other rules and regulations as the Board of Directors of the Unit Owners' Association (the "Association") may from time to time promulgate (the Bader Condominium Handbook"). Tenant acknowledges receiving a copy of the Condominium Instruments and the Bader Condominium Handbook from the Landlord.

2. Violations of Condominium Instruments and/or Rules and Regulations. Any violation of the provisions of the Condominium Instruments or the Bader Condominium Handbook by Tenant, or Tenant's family, invitees, licensees, employees, servants and agents shall constitute a material breach of the Lease. In the event of such violation or in the event of Tenant's non-payment of rent to the Association, pursuant to Paragraph 4 below, the Board of Directors of the Association, pursuant to Article VI, Section 8, Paragraph B. (XV) and Article XI of the Bylaws, shall have the right to take appropriate action, including legal action, against the Landlord, Tenant or both, for injunctive relief, damages or any other remedies necessary, including without limitation the right, on behalf of Landlord, to terminate the Lease, evict Tenant and obtain possession of the Premises. The Board of Directors may avail itself of such right to terminate the Lease, evict tenant and obtain possession of the Premises after giving 45 days' written notice to Landlord, and Landlord hereby appoints the President of the Association as Landlord's agent and attorney-in-fact for the purpose of exercising this right and for no other purpose. Landlord agrees that Landlord shall pay the Association all costs and attorneys' fees incurred by the Association in enforcing the Condominium Instruments and the Bader Condominium Handbook and in exercising any other rights and remedies set forth herein.

3. Rights Granted to Tenant. The Lease grants Tenant a leasehold estate in the Premises for the lease term specified together with a license granting Tenant, for such lease term, Landlord's rights to use the common elements and common facilities of the Condominium, provided that Tenant and Tenant's family, invitees, licensees, employees, servants and agents exercise such license in accordance with the provisions of the Condominium Instruments and the Bader Condominium Handbook; provided, however, that Landlord retains all membership rights and obligations in the Association including, without limitation, the right to vote and the obligation to pay assessments.

4. Assignment of Rent to Association. If, at any time after the signing of this Addendum, the Landlord is delinquent in the payment of amounts due from the Landlord to the Association as required by the Condominium Instruments or the Bader Condominium Handbook, the Landlord assigns its right

Bader Handbook

to receive rent from the Tenant to the Association and both Landlord and Tenant authorize the Association to demand and immediately receive payment from the Tenant of all rent or other amounts due or becoming due from Tenant to Landlord, up to an amount sufficient to pay all sums due from the Landlord to the Association; the Landlord and Tenant acknowledge that any such payment from Tenant to the Association shall be deemed to be a full and sufficient payment of rent to Landlord in accordance with the Lease, and Tenant shall be discharged from any obligation to pay such amounts directly to Landlord, so long as such payments are made to the Association, until Landlord's delinquency to the Association has been fully cured. Tenant shall continue making such payments in monthly installments equal to monthly installments of rent and any other amounts due pursuant to the Lease until advised in writing by the Association that the Landlord's delinquency has been cured. Landlord hereby assigns to the Association the right to take legal action for non-payment of rent, including the right to terminate the Lease, evict Tenant and obtain possession of the Premises, as set forth in Paragraph 2 above, if Tenant fails to pay the Association any amounts due pursuant to this Paragraph. The Landlord remains liable for all amounts due the Association under the Condominium Instruments and the Condominium Handbook and shall be responsible for payment of such amounts if the Tenant fails to make the monthly payment to the Association pursuant to this Paragraph. The Landlord shall remain responsible for any and all costs of collecting the Condominium assessments, including costs and attorneys' fees.

5. Sublease. Tenant shall not assign this Lease or sublet the Premises or any portion thereof, or transfer possession or occupancy thereof to any other person, including to any guest or other person in Tenant's absence.

6. Use. Tenant will use the Premises for residential purposes only for the following persons, _____ and for no additional persons whatsoever.

7. Locks and Keys. Landlord shall provide Tenant with a complete set of keys to the Premises and the building. Tenant shall not change any locks or add any locks to the Premises without written authorization from the Association. Landlord at all times shall have duplicate keys to the Premises.

8. Tenant Conduct. Tenant shall conduct himself/herself and require other persons on the Premises with his/her consent, whether known by the Tenant or not, to conduct themselves in a manner that will not disturb his/her neighbors' peaceful enjoyment of their premises, and the Tenant further covenants and agrees that he/she will not use or permit said Premises to be used for any improper, illegal, or immoral purposes, nor will he/she use, permit or suffer the same to be used by any person or persons in any noisy, dangerous, offensive, illegal or improper manner. The Tenant will not do or permit anything to be done in the Premises (or the building of which it forms a part) or bring or keep anything therein which shall in any way increase the rate of fire or other insurance in said building, or on the property kept therein, or obstruct or interfere with the rights of other residents, or in any way injure or annoy them, or those having business with them, or conflict with them, or conflict with the fire laws or regulations, or with any insurance policy upon said building or any part thereof, or with any statutes, rules, or regulations enacted or established by the appropriate governmental authority.

9. Access to Property by Landlord and Duly Designated Representatives. Upon reasonable notice to Tenant and at reasonable times, Landlord, his/her duly designated representative, the Association (or their designated representative) may enter the Premises in order to (a) inspect the property; (b) make necessary or agreed repairs, decorations, alterations or improvements; (c) supply necessary or agreed services; and (d) exhibit the property to prospective or actual purchasers or tenants, mortgagees, workmen or contractors. In case of an emergency, Landlord, the management

Bader Handbook

agent, the Association (or their designated representative) may enter the Unit without consent of Tenant.

10. Notice to Quit. If the Tenant violates any conditions of this Addendum, then the Lease may be terminated at the option of the Association. In such case, this Addendum will operate as a NOTICE TO QUIT, any notice to quit as required by law being hereby expressly waived. In such cases, the Association may proceed to recover possession of the Premises without a demand for rent or possession under and by virtue of the provisions of the District of Columbia Code which regulate proceedings between Landlord and Tenant (Title 45 – Chapter 14).

11. Hold Harmless. Tenant agrees to save the Association harmless of liability in the event of injury to persons or property in or about the Premises, except when caused by the negligence of the Association or its agents or employees. The Association shall be under no liability to Tenant due to any discontinuance of heat, hot or cold water, elevator service or for the discontinuance of any other service caused by accidents, breakage or strikes or from any accident or damage caused by the handling of electric wires or lights, and the Association shall not be liable for loss or damage to the property of Tenant caused by moths, termites or other vermin, or by rain, snow, water or steam that may leak into or flow from any part of said Premises through any defects in the roof or plumbing or from any other source, whatsoever, unless caused by negligence of the Association, or its agents or employees, and Tenant agrees to assume the responsibility of defending, at his/her expense, any claim which may be made against the Association by any person claiming the right to be in said Unit through or under the Tenant, for any injury, loss or damage to person or property from any cause whatsoever, unless caused by negligence of the Association or its agents or employees.

12. Interpretation. All individual provisions, paragraphs, sentences, clauses, sections and words in this Addendum shall be severable and if any one or more such provision, section, paragraph, sentence, clause or word is determined by any court, administrative body, or tribunal, having proper jurisdiction, to be in any way unenforceable, or to be in any way violative of or in conflict with any law of any applicable jurisdiction, such determination shall have no effect whatsoever on any of the remaining paragraphs, provisions, clauses, sections, sentences or words of this Addendum. This Addendum shall be construed in accordance with, and governed by, the laws of the District of Columbia.

13. No Modification/Binding Nature. No modification or addition to this Addendum shall be allowed. The covenants, conditions and agreements contained herein are binding upon and shall inure to the benefit of the parties hereto and to the Association and their respective heirs, executors, administrators, personal representatives, successors and assigns. Landlords and Tenants signing this Addendum shall be jointly and severally liable. Wherever the context so requires, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

Bader Handbook

Witness the following signatures and seals:

_____(SEAL) _____(SEAL)
Tenant Landlord

_____(SEAL) _____(SEAL)
Tenant Landlord

This is to certify and acknowledge that I have received an executed copy of the Lease, this Addendum, a copy of Chapter 3 and Sections 101 and 106 of the Housing Regulations of the District of Columbia and a copy of the Bader Condominium Association Declaration, Bylaws and Handbook.

Tenant

Tenant