



# House Rules

Amended and Restated by the Board of Directors  
September 27, 2023

## INTRODUCTION

The following House Rules, developed by and for the residents, and approved by the Board of Directors, have been compiled to maintain and enhance the comfort, safety and convenience of all the Cooperative's members. The Resident Board is composed of the resident members of the Board of Directors elected by the shareholders of the Corporation. The Resident Board is responsible for developing and enforcing all rules set forth in the Bylaws, House Rules and associated documents or addendums.

The House Rules must be read together with the Cooperative's By-Laws as well as the resident's Occupancy Agreement. Where there is a potential conflict in these documents, the following hierarchy applies: Bylaws shall control, followed by the Occupancy Agreement, and finally, the House Rules.

**If there is a concern about a violation of these House Rules, two Resident Members of the Board of Directors will meet with the resident to discuss the violation before following the steps required to correct the violation."**

### **A. UNIT IMPROVEMENTS AND MAINTENANCE**

The following House Rules specify the basic rules for the improvements and maintenance of units. Additional questions concerning maintenance should be directed to the Director of Buildings and Grounds.

Requests for repair or alterations to a unit are made through a work order. Stockholders needing the services of Londonderry's Buildings and Grounds staff should contact the receptionist desk to place a request for a work order. Any charges associated with the work to be performed under the work order will be billed to the stockholder. When residents require routine maintenance of service: e. g. repair of plumbing, appliances, HVAC, replacement of ceiling light bulbs, requests may be made at the receptionist desk or through Londonderry's community communication system (CATIE). Maintenance of this kind is performed at no charge.

**1. Stockholder's General Duty to Repair and Maintain Unit:** Each Stockholder shall ensure normal maintenance, repair, and replacement with respect to that Unit which he or she has a right to occupy as may be required pursuant to the terms of the Bylaws, Occupancy Agreement and House Rules. Stockholders using non-Londonderry contractors must provide liability and workers' compensation insurance verification to the Director of Building and Grounds prior to the start date of approved projects.

- a. Routine maintenance of plumbing, appliances, electrical fittings and ceiling lighting will be completed at no charge to the Stockholder. Such maintenance is requested through Londonderry's community communication system (CATIE) or by request at the receptionist's desk.
- b. Repair and replacement considered non-routine by the Director of Buildings and Grounds is requested by a Work Request Form received from and returned to the

receptionist's desk. The costs of such repair and replacement shall be billed to the Stockholder.

2. If optional amenities are approved by the Director of Building and Grounds, repairs, replacement and maintenance are the responsibility of the Stockholder.
3. If a unit is not properly maintained, the Cooperative controls the right to have the unit cleaned, sanitized or repaired at the expense of the stockholder.
4. During times of extended absences by a resident, and in the event of an emergency, management reserves the right to enter and monitor the unit.
5. **Color Scheme for Cottage Front Doors:** Colors of exterior siding and shutters may not be changed. For exterior front doors, stockholders who wish may choose an alternate paint color sample from approved samples at the Receptionist Desk. The available color choices are heritage red, forest green, Jamestown blue, kitty point green, white and black. Requests to change door color must be submitted to the Director of Buildings and Grounds. Following approval, the painting will be done only by the Londonderry Buildings and Grounds staff, with the cost of labor and paint billed to the stockholder.
6. **Storm Doors for Cottages:** Storm doors are considered optional amenities, added at the expense of the current stockholder. The storm doors must be white or match the color of the exterior front door. Maintenance, repair or replacement of storm doors and/or damages caused to the surrounding structure by the door are the financial responsibility of the stockholder.
7. **Unit Numbers:** Unit numbers may only be installed by the Londonderry Buildings and Grounds staff. The unit numbers will be in a location that is visible from driveways and walkways. The numbers shall be black in color and three (3) inches in height.
8. **Signs & Flags:** The United States and Maryland flags may be displayed on porches and decks of Londonderry living units. Posters or signs on doors, public hallways, porches, decks and yards are not allowed unless approved by the Resident Board.
9. **Appliances and Heating & Air Conditioning (HVAC) Equipment:** All such equipment is owned by and the responsibility of the Cooperative, including the maintenance, repair and replacement of these items. This equipment may not be replaced or repaired by a stockholder without prior written approval by the Director of Buildings and Grounds. A work order may be submitted at the receptionist desk for any and all repair requests relating to appliances or to report the loss of heat or air conditioning during normal business. Normal business hours are from 9 a.m. to 5 p.m., Monday through Friday, except on holidays. Emergency requests should be directed to the Security staff on holidays and during non-business hours.
10. **Apartment Shades:** Balconies or patios in the apartment building may be shaded only by retractable or roller type shades which do not project significantly beyond the walls of the building. Shades should be uniform, and a color as specified in paragraph 9 the House Rules. Requests must be approved by the Director of Buildings and Grounds.

**11. Awnings:** Awnings are considered optional amenities, added at the expense of the stockholder. The awning must be red, blue, black, green, beige or white or stripes in any combination of those colors. The awning shall not exceed the length of the patio. Maintenance and repair of awning/awning mechanism and/or damages caused to the surrounding structure by the awning/awning mechanism are the financial responsibility of the stockholder. Damage and replacement are the financial responsibility of the stockholder.

**12. Fans, screened-in porches, fireplaces, and elevators** within units are considered optional amenities, added at the expense of the stockholder. Their maintenance, repair, replacement, and/or damages caused by them to the surrounding structure are the financial responsibility of the stockholder.

**13. Medical Equipment:** Assistive devices such as walkers, wheelchairs, canes, etc. and all medical equipment, including oxygen canisters, are required to be stored within the confines of the stockholder's unit. Exceptions may be made for bicycles, tricycles and mobility scooters. All items must be labeled with the owner's name.

**14. Garden Equipment:** Garden equipment, when not in use, should be stored and hoses rolled up. Garden hoses must be disconnected from exterior faucets and stored during winter months to prevent pipes and hoses from freezing.

#### **15. Trash Removal**

All trash and pet waste, aside from recyclables, is to be bagged for disposal in the trash area designated for that stockholder's unit.

Stockholders vacating their unit (or family members removing personal items because of relocation or death) will be charged a fee to dispose of any remaining items left in the unit. Applicable fees include the current hourly rate for the Buildings and Grounds staff's assistance and any charges to dispose of remaining personal property at a disposal/landfill site.

Trash cans will be provided for Residents of the 500's section. These trash cans are the property of Londonderry. They stay with the unit when stockholder vacates.

#### **16. Parking**

A parking space is assigned to each residential unit that does not have a garage, except for apartment residences. Residents are issued vehicle identification hangtags to be placed on the front windshield, driver's side. They are used by the Security staff as a means of distinguishing resident vehicles from vehicles not having hangtags that are parked on the campus.

Residents owning more than one car may be asked to park one vehicle in a visitor's parking space within the vicinity of their unit. Residents are encouraged to dispose of a second or unused car.

Vehicles with expired or missing tags must be removed from Londonderry property. If the vehicle is not removed, Londonderry maintains the right to have the vehicle towed at the expense of the resident.

If a resident employs an outside aide to assist in their daily activities, these aides should be asked to park their vehicle in an available visitor spot and not necessarily in the immediate vicinity of the unit where they are employed.

## **17. Guests**

Guests should park in available visitor spots and not necessarily in the immediate vicinity of the residence they are visiting. Stockholders having guests who stay more than thirty days are expected to complete the "Resident Guest Information Form" to be submitted to the receptionist desk.

After thirty days, a second-person fee will be charged for the guest.

Meal charges will be billed at \$5.00 per person per meal additional, as set forth in the Guest Meal Policy.

## **18. Landscaping, Maintenance and Common Areas**

### **a. Definitions:**

- i. Landscape/Landscaping/Planting - plants, bushes, shrubs, mulch, ornamental trees.
- ii. Common Areas - The entire Project other than the units. The units include no more than 5 feet around the unit foundation.
- iii. Care - Trimming, pruning, mulching, leaf removal.
- iv. Corner Lot - A corner lot has two front sides
- v. Private Garden - landscaping in common areas specific to a unit and approved by the Director of Buildings and Grounds.

**b. Common Areas:** The Londonderry Board of Directors is responsible for the repairs, maintenance and upkeep of all common areas, as defined in the Bylaws.

### **c. Plantings around Unit Foundation.**

- i. Front Foundation Plantings. Londonderry installs foundation landscaping including mulch on the front side (measured no more than 5 feet from the foundation and/or sidewalk) of a unit. If original foundation landscaping needs to be replaced, there will be no cost to the stockholder.
- ii. Side or Rear Foundation Landscaping. Stockholders requesting side or rear foundation landscaping around their unit must obtain approval from the Building and Grounds Director in advance of the landscaping. Requests for approval are to be submitted in writing to the Buildings and Grounds Director with the required sketches and/or diagrams to indicate the location of the proposed landscaping. If approved, all expenses associated with the purchase and installation are the responsibility of the stockholder making the request. If these foundation landscaping need to be replaced or need to be removed, it is the responsibility of the stockholder. The responsibility shall pass on to the next stockholder of that

unit. If the incoming stockholder does not want the responsibility Londonderry shall remove the planting and plant grass seed

**d. Landscaping in Common Areas.**

i. Approval from the Building and Grounds Director in advance of the landscaping. Requests for approval are to be submitted in writing to the Buildings and Grounds Director with the required sketches and/or diagrams to indicate the location of the proposed landscaping. If approved, all expenses are the responsibility of the stockholder making the request. The responsibility shall pass on to the next stockholder of that unit. If the incoming stockholder does not want the responsibility, Londonderry shall remove the private garden and plant grass seed.

ii. All other Landscaping in Common Areas: The Londonderry Board of Directors is responsible for the repairs, maintenance and upkeep of all common areas, as defined in the Bylaws. Unless a private garden is specifically approved as set forth in subsection a above, all other planting or landscaping in the Common Areas is the responsibility of the Londonderry Board of Directors.

**e. Care of Landscaping.**

i. Use of Londonderry's Landscaping Contractor: Londonderry provides a landscaping firm to trim and/or prune plants, bushes, trees, leaf removal and mulch for foundation landscaping around a unit.

ii. Flags Indicating Service: Stockholders who do not want the service provided by Londonderry, but prefer to take care of the foundation landscaping themselves, should request Londonderry's Buildings and Grounds to provide red or yellow flags to be placed in the ground by the stockholder. These flags will alert landscapers when they come to the unit. A red flag will mean "do not service these plants." A yellow flag will mean, "Do not prune this particular plant." The flags will be available for pick up in the mail room. The stockholders will be responsible for seeing that the flags are placed correctly.

iii. Private Gardens: A private garden must be maintained by the stockholder whose unit is associated with it. If in the opinion of the Manager of Buildings and Grounds, the garden is not being maintained in good order, the Manager will notify the House Rules Committee. The Committee will discuss the care and appearance of the garden with the Stockholder. If necessary thereafter, the Committee will send a letter to the Stockholder requesting immediate attention to care and appearance of the garden. If necessary thereafter, the Committee will authorize the Manager to remove the garden, and to replant the area with grass.

iv. Stockholders may submit a request to Londonderry's Maintenance Department for assistance in caring for their private garden landscaping. The Stockholder will be charged the current hourly rate for the Buildings and Grounds staff's assistance. Request forms are available at the receptionist's desk.

- v. Use of Contractors other than Londonderry Contractors: Stockholders using non-Londonderry contractors must provide liability and workers compensation insurance verification to the Director of Buildings and Grounds.
- vi. Walkways: For reasons of safety and ease of cleaning, no objects other than benches, chairs, planters and doormats may be placed at the doorways along sidewalks in front of units. These items shall be maintained in good condition and shall not obstruct the passageway.
- vii. The construction of concrete walkways leading from units must be approved by the Buildings and Grounds Director. The approval is through the submission of a "Buildings and Grounds Request Form" from the stockholder. If approval is granted, the requesting stockholder is financially responsible for the accrued costs.
- viii. Stepping-stones in walking or mulched areas are not permitted, as they are deemed to be a safety hazard. Stockholders who have placed stepping-stones in mulched areas at their unit prior to October 12, 2011 (when this stipulation was added) are required to provide a signed Waiver of Liability to the Cooperative.

**f. Waterfront Area:** Londonderry must adhere to the Chesapeake Bay Critical Area Commission regulations as adopted by the State Critical Area Commission and the Town of Easton. The following criteria have been mandated by the Commission: An established "Buffer Zone" for waterfront properties extends from the high water line in the Tred Avon River 1,000 feet inland onto the Londonderry property. "Buffer" means an existing naturally vegetated area or an area established and managed by the Commission to protect aquatic, wetlands, shorelines and terrestrial environments from man-made disturbances. Unless approved in writing by the Chesapeake Bay Critical Area Commission, planting within the 1,000' buffer zone is prohibited and cutting or clearing of the vegetation in the buffer zone is strictly prohibited. Any variance or attempt to circumvent the above may result in penalties, which could carry heavy fines or assessments, payable by the Cooperative, and reimbursed by the at-fault resident/shareholder.

## **B. CONDUCT POLICY**

Londonderry is a housing cooperative which includes private residences and public common areas, which are enjoyed by the residents and their guests. The Board of Directors recognizes the difficulty of establishing rules of conduct that would apply to every situation. In general, where behavior of an individual resident or his or her guest is significantly inconsistent with the desires or interests of other residents or Londonderry employees, the matter may be the subject of a complaint, which will be brought to the attention of that resident.

**1.** No resident or guest shall reprimand, intimidate, discipline, touch inappropriately, or use inappropriate and/or language or behavior toward any other resident or their guest or any Londonderry employee. Such actions are serious breaches of conduct and shall be the subject of appropriate action by the Board of Directors. Residents may be held responsible for the actions of their guests.

**2.** Residents and/or Londonderry employees must make complaints regarding residents and/or their guests in writing, through the Chief Executive Officer, the Controller, or as appropriate, the Board President, as soon as possible, but in any event within five business days of the incident, unless there is good cause for the delayed report. All complaints shall be forwarded to the Resident Directors, acting as the House Rules Committee, for investigation and disposition. The House Rules Committee shall have the authority to render any of the following sanctions, depending on the seriousness of the violation, and the history of prior violation(s):

- a. warning (verbal or written)
- b. suspension of privileges to participate in activities and/or to use common areas, including the dining facilities; and/or
- c. any such other sanction as is appropriate based on the particular conduct violation.

Residents may appeal the House Rules Committee's disposition of a complaint and/or sanction imposed by the House Rules Committee to the Board of Directors, by written appeal delivered to the President of the Board of Directors within 15 days after written notice of the disposition and sanction is provided to the resident.

**3. Using Property in a Manner that Creates Dangerous Conditions:** If the Board determines that a resident is using or occupying property in any other manner that could endanger the health, safety and welfare of the residents, staff or guests, after notice to the resident, the Board may terminate the Occupancy Agreement of such resident for cause. The Board shall have the authority to immediately terminate the resident's occupancy agreement for cause, and may re-enter and repossess the unit, and take all other action authorized by law.

**4. Pets:** Residents are encouraged to keep pets as companions but are limited to a maximum of two pets per household unless prior written approval is received from the Resident Board. Residents are responsible for their guest's pets while on campus.

- a. Residents are expected to provide and maintain current vaccinations for each pet, providing these records to the Health & Wellness Coordinator. Current rabies vaccination records are to be updated for each pet.
- b. Pet owners must keep animals under control at all times and on a leash when outside the owner's unit. The "poop scooper" law is in effect for the entire community. To ensure that the staff's health and safety is protected, all pet waste, including cat litter, must be in a sealed bag and properly disposed of in garbage cans.
- c. Pets are welcome in common area buildings but must be on short (6 foot) leads and held close to owner. The Sun Room is to be used if the owner (with pet) wishes to read and/or socialize for an extended time. No pets are allowed in the dining room or at any activities or events unless such pet is a certified service animal. Pet owners are responsible for any damage or injury caused or incurred by their pet(s).
- d. Violations of the rules of this Section 4 shall be penalized as follows:

1st Violation: Written Warning;

2nd and 3rd Violations: \$250 fine per infraction billed to the pet owner;

4th Violation: Offending pet shall be removed from campus by its owner.

### **C. PRIVATE FUNCTIONS**

Requests for private lunches, dinners, or catered functions in the Community Center should be made through the Director of Dining Services, for scheduling. Any room or function requests at Magnolia Manor should be made with the Sales and Marketing staff.

### **D. RESIDENTS' SAFETY**

Londonderry is committed to ensuring that all residents of the community are afforded housing opportunities that are safe, and to ensure that the use and occupancy by any resident of any property located on campus does not unreasonably interfere with the rights of others, nor does any resident's use of property create a dangerous condition that could affect the health, safety and welfare of other residents or staff, or cause property damage.

### **E. POLITICAL SIGNAGE**

In accordance with Section 5-6B-23 of the Maryland Cooperative Housing Corporation Act, no political candidate signs, or signs that advertise the support or defeat of a proposition being submitted to voters, may be posted in the any of the Londonderry common areas. "Common areas" include the hallways of the Apartment Building. However, apartment residents may post signs on their hallway doors. Residents may post signs on their units no more than thirty days before or seven days after an election.

Election Committee guidelines will control elections specific to Londonderry.

### **F. GOLF CARTS**

I. All resident golf carts must be battery-powered. New owners should meet with the Director of Buildings and Grounds to agree on their golf cart's parking location and to locate or arrange for an appropriate electrical outlet. Charging cables must not cross a sidewalk, to avoid potential tripping. If electrical work is required, the installation plan and the electrician must be approved by the Director of Buildings and Grounds. Installation costs will be paid by the resident.

II. A Resident who wishes to use a golf cart at Londonderry must register the golf cart with the Director of Security and Transportation and provide proof of insurance with policy limits of no less than \$100,000 per occurrence. The issued Golf Cart registration sticker must be prominently displayed on the cart. Residents will be responsible for any damage or injury caused by the operation of their golf cart.

III. Golf carts may only be driven by residents, and must be operated in a safe and prudent manner, consistent with ordinary rules of the road. Where possible, carts must be driven on paved roadway. Pedestrian paths may be used where there is no roadway. If no roadway or path to a destination exists, golf carts may be driven on grass, with great caution. Off roadways, carts must be driven at walking speed. Any violations of this section will be

documented in a written complaint by the Director of Security and Transportation, and submitted to the House Rules Committee for disposition. Violations of this House Rule will be penalized as follows:

1st Violation: Written Warning.

2nd and 3rd Violations: \$250 fine per infraction billed to the Resident.

4th Violation: Resident shall lose privileges to use a golf cart on Londonderry property.

#### **G. SOLICITATION**

Door-to-door solicitation, regardless of cause, is not permitted. Other solicitation, for charitable organizations or activities, may be allowed with permission of Londonderry's Chief Executive Officer