

Foxglove, Inc.

A Florida Cooperative
1801 South Surf Road, Hollywood, Florida 33019

HOUSE RULES AND REGULATIONS

1. **APPLICABILITY:** These rules are adopted in accordance with the rights and responsibilities granted the Board of Directors (the “Board”) in Article II, Section 6 of the By-Laws of the Foxglove, Inc. (the “By-Laws”) and the provisions of the Proprietary Lease as may be amended from time to time. Failure of any Shareholder or Guests to comply with these rules shall be grounds for legal action, which may include without limitation: an action to recover the cost of damages, injunctive relief and collection of fines as may be determined by the Board or, as applicable, any enforcement committee, or any combination thereof. The Board shall be permitted, but not required, to grant relief from these rules and regulations when it deems that violation is not substantive and/or appropriate and temporary in nature at the written request of the applicable Shareholder(s).
2. **USE AND OCCUPANCY OF UNITS:**
 - A. **PERSONAL RESIDENTIAL USE ONLY:** All Units shall be limited to residential use. No Unit may be used to conduct any business, trade, profession, or manufacturing, whether or not such conduct would require the license or certification of any municipal, county, state, or federal agency or licensing authority. For the avoidance of doubt, no Unit shall be rented out by a Shareholder to earn rental income whether by AirBnB, VRBO or any similar service, and any lease of a Unit by a Shareholder shall be permitted only under the terms of these House Rules and, as applicable, the By-Laws and the applicable Shareholder’s Proprietary Lease.
 - B. **NUMBER:** Occupancy of each Unit shall be limited to four people, exceptions subject to approval by the Board provided that the maximum occupancy can in no circumstances exceed what is permitted by City of Hollywood Code of Ordinances 157.16 or any successor provision relating to property standards.
 - C. **GUESTS OCCUPANCY**
 - 1) Shareholder In Residence: When the Shareholder is in residence, guests may occupy the Unit with them and use the facilities of Foxglove.
 - 2) Shareholder Not In Residence: When the Shareholder is not in residence, occupancy of a Unit shall be limited to members of the Shareholder's Family Members as follows:
 - a. For unlimited durations and frequency upon notification to the Board or the building superintendent.
 - b. Family Members are defined as the Shareholder’s spouse; parents; parents-in-law; brothers and brothers-in-law; sisters and sisters-in-law; children and grandchildren; including such persons' domestic partners, friends or relatives noted on the initial application or as otherwise approved by the Board or other travelling companion of such Family Members and provided that there is no disguised rental involved in form or in substance.
 - c. Use of common facilities shall be limited to family members and their guests only when a family member is present.
 - d. Guests of Family Members may visit and occupy the Unit for not more than fourteen (14) days without written approval from the Board.
 - D. **SUB-LEASE**
 - 1) No Unit or part of any Unit shall be leased or sub-leased by any Shareholder without the **written approval of the Board** and in accordance with the By-Laws and Proprietary Lease. The form of application for approval of subleasing a Unit shall be made using the Application to Sublease form which can be downloaded from the Foxglove, Inc. website. The link to that website is as follows:

<https://sites.google.com/site/foxglovecoop/home/current-documents>

(The current form of such application is attached at Exhibit B.)

- 2) Submission & Approval: In order to provide for a fair and equitable process to the approval of subleases, while limiting the number to not exceed the number allowed under current insurance policies to no more than eight (8) subleases in a twelve (12) month period in accordance with the limitations imposed by the Bylaws, the following selection process has been established.
 - a. Shareholders interested in leasing their Unit any time during the period of September 1 thru August 31 of any year must submit a fully completed Preliminary Request to Sublease no earlier than January 1 of that year. Submissions may be emailed or mailed to the Secretary of the Board at such addresses as the Secretary shall provide each year.
 - b. Requests will be considered in the order received based on email date/time received and/or post mark date/time. Requests received after the first eight will be put on a waiting list in the order received.
 - c. Each of the eight (8) requests received shall submit all documents and fees required as prescribed in the Application to Sublease to the Secretary no later than August 15. In addition to other documents required, a properly documented Business Tax Receipt from the City of Hollywood issued for the period of October 1 through September 30 of the current year must be submitted. No exception to the submission requirements will be allowed. Failure to make a complete submission by October 15 will result in the denial of Application to Sublease.
 - d. If any of the eight initially selected Units does not complete all aspects of the submission by October 15, that Unit will forfeit its right to lease for the year and the next Unit on the waiting list will be given the right to lease that Unit. Such replacement Units shall complete all requirements in the Application to Sublease in full within thirty (30) days of notification, or that Unit will forfeit its right to lease and the next request on the list will be notified and given thirty days to complete its application to sublease. This procedure shall continue until a maximum of eight (8) subleases have been approved or all Units that submitted a Preliminary Request to Sublease have been exhausted.
 - e. Shareholders sub-leasing their units shall be responsible for all damages to their unit, neighboring units and Foxglove property caused by or are incurred during the term of any sublease and shall indemnify Foxglove, Inc, and such other Shareholders, as applicable, in respect thereof. Shareholders so subletting are responsible to notify their own insurers so as to ensure that their policies allow for this use and shall also provide Foxglove, Inc. with proof of liability insurance in a principal amount of not less than \$100,000 to protect other Shareholders and common areas from any damages that occur while sub-leasing. Shareholders sub-leasing may wish to collect a security deposit from their sub-lessees in order to meet their obligations in respect thereof.
- E. Occupancy by persons other than those explicitly listed in the approved Application to Sublease shall invalidate the sublease approval and require the unnamed parties to be removed from the Unit immediately. Sublessor shall be responsible to reimburse Foxglove, Inc. for all costs incurred by Foxglove, Inc. to enforce this provision.
3. **KEYS & ACCESS**
 - A. The Board shall retain a passkey to each Unit for use only in the event of actual or potential

- emergency, in the opinion of the Board and whether or not the Governor of Florida has declared a state of emergency or not, such as fire, leakage, illness, etc. as well as to ascertain the condition of a Unit following severe weather, a water leak in another unit or other like circumstances. No Shareholder shall alter any lock or install a new lock on any door of the premises without the written consent of the Board. In the event such consent is given, the Shareholder shall provide the Board with a key for its use, pursuant to its right of access granted in the Proprietary Lease, immediately upon the alteration of a lock or installation of a new lock. Where a Shareholder uses a non-physical technology based key, the Board still must be provided with equivalent access.
- B. In the event of an emergency, if a key is not available, forcible entry will be made. The expense of repair to the door, lock and/or window will be at the shareholder's expense.
4. **NUISANCE:** No use of the property or conduct shall be allowed which is a source of annoyance to the building occupants or that interferes with the peaceful possession and use of the Property by its occupants, including but not limited to the following:
- A. Uses that would be constitute improper, offensive, or unlawful activity, or would be injurious to the reputation of the cooperative.
- B. Uses that violate any federal, state, county, or municipal law, statute, ordinance or administrative rule or regulation.
- C. Operation of televisions, radios, musical instruments, or other audible devices at such times and at such volume as to disturb other residents' peaceful use of the Property.
- D. Move in and move out or construction activities before 7:00am and after 7:00pm. There shall be no such activity on a Sunday.
- E. Noise, odors, or any other offensive condition due to any pet or service animal.
5. **PETS:** No pets or animals of any type are permitted on the Property, except that not more than one pet bird may be permitted in a Unit. The exclusion of pets includes pets of guests and visitors at all times.
6. **SERVICE AND/OR EMOTIONAL SUPPORT ANIMALS**
- A. Service animals and emotional support animals shall be permitted only upon submission, review, and acceptance of certification of need for the animal and proof of current vaccinations as the Board may require.
- B. Written proof of certification shall be required annually no later than November 1 or at the time of purchase of a share, or acquisition of the animal, whichever is sooner. Failure to submit certification shall be basis for revocation of permission to keep the animal in the building.
- C. Any approved animal must be kept on a leash at all times when outside of the Unit.
- D. Service animals and emotional support animals are not permitted in the swimming pool at any time.
7. **CHILDREN**
- A. Children shall not be permitted to play in the walkways, corridors, elevators, or stairways.
- B. Parents or legal guardians shall directly supervise and be responsible for their children at all times.
8. **USE OF COMMON PROPERTY**
- A. The common areas, such as stairways, walkways, lobbies, laundries and parking lots shall be limited to the use for which they were reasonably intended and shall not be abused, defaced, littered, or obstructed in any way.
- B. No personal articles belonging to occupants, except for a small doormat at a Unit entrance, shall be kept in or obstruct public areas.
- C. Access to the roof is prohibited.
- D. Smoking is not permitted in the elevator, stairwells, Recreation Room or Lobby.
- E. The following activities are **prohibited** in common areas:
- 1) Drying of laundry, swimsuits, towels, etc. or hanging of garments or other objects.
 - 2) Cleaning of rugs or other household items.
 - 3) Sweeping or throwing dust or anything of any nature from windows, doorways, or

- walkways, including shaking of mops or rugs.
 - 4) Storage of any kind.
 - 5) Placement of garbage cans, supplies, laundry baskets, carts, or other articles in hallways, Unit entrances, stairways, or any other common area, except in designated areas.
9. **GARBAGE AND TRASH DISPOSAL**
- A. All garbage and trash shall be placed in plastic bags and securely tied, of a size that will not obstruct the trash chute, before depositing in the chute on each floor.
 - B. Items too large for the chute should be compacted to its minimal size and placed by dumpster door and the superintendent notified. If the dumpster door is locked, dumpster door keys are hung in each laundry room.
 - C. Items too large for the dumpster, occupying a significant portion of its capacity, or not meeting the local requirements for public trash pickup are to be legally disposed of by the shareholder or guest.
 - D. Recyclable items are to be placed in the appropriate bins provided at the south end of the building.
10. **ALTERATIONS AND IMPROVEMENTS**
- A. All alterations or additions to any Unit or the property **require prior written approval of the Board** and must further comply with the following rules and regulations. No work is permitted that would jeopardize the safety of soundness of the building or impair any easement.
 - B. **COMMON PROPERTY**
 - 1) No alteration, modification, decoration, repair, replacement, enclosure, or change shall be made to any part of the common elements of the building, the exterior elements of the building or other common facilities without the prior written approval of the Board. This shall include, but not be limited to the following:
 - a. Changes to exterior lighting.
 - b. Changes to exterior surfaces of any doors including: painting; replacement of the door and/or changes to the hardware.
 - c. Interior or exterior window treatment, painting, wall coverings, or other devices or finishes that in any way would change the visual or physical appearance of the building exterior.
 - d. Changes to any finish or material of any surface of the interior or exterior of public common areas of the building.
 - e. Any electrical device, wiring, antennae, mechanical equipment, roof or wall vents, air conditioning equipment, plumbing, or similar devices applied to the exterior surface of the building or protruding through the exterior walls or roof of the building.
 - f. Window replacement. (Windows shall be of the same size, shape, detailing, and physical appearance as the original windows, subject to **the prior approval of the Board.**)
 - C. **INTERNAL IMPROVEMENTS**
 - 1) Each Unit shall have floor-covering materials of a type this is significantly resistant to sound transmission (such as carpet or sound control underlayment) to another Unit or occupied space below the Unit.
 - 2) Interior changes require prior Board approval including (a) Replacement of the air conditioning system; and (b) Installation of floor tile or wood flooring. (Installation must include sound control underlayment according to specifications provided by the Board and subject to **prior approval of the Board.**)
 - 3) All Shareholders must obtain any and all necessary City of Hollywood and Broward County approvals in connection with internal improvements, including passing all required inspections in connection therewith. Approvals must be posted in the unit's window while

- work is being conducted.
- 4) Where a Shareholder needs the building's air conditioning pump to be shut down in order for a contractor to service the air conditioning system within that Shareholder's Unit, the following rules apply:
 - a. The contractor must start work by 9am so as to be finished no later than 2pm that same day in an effort to minimize the amount of time that the pump is shut down.
 - b. The contractor must be licensed and insured, with the Shareholder to obtain evidence thereof and with Foxglove, Inc. named as additional insured and loss payee during the period when the work is being done.
 - c. The Shareholder shall provide at least 24 hours' prior notice to the Board.
 - d. The Shareholder shall be responsible to ensure that all connections to the building's air conditioning line are in good working order including replacing any valves and brackets that are not in good working order, so as to reduce the risk of leakage. Notwithstanding the foregoing, the replacement of a Shareholder's air conditioning unit should not require the building's pump to be shut down as long as such valves are in good condition and the Shareholder shuts off the valve in his or her unit before the work begins.
 - 5) At any other time when a Shareholder is opening up a valve or pipe within his or her unit, that Shareholder also receive evidence that the contractor is licensed and insured with Foxglove, Inc. named as additional insured and loss payee during the period when the work is being done.

D. ADMINISTRATIVE

- 1) The Board shall act on written submissions and requests for approval, in the form and manner prescribed by the Board, for approval of alterations and improvements within thirty (30) days after receipt of the same, or the request shall be deemed approved.
- 2) Submission requirements
 - a. Requests for approval shall be submitted in sufficient time to allow review and approval by the Board, as established above, prior to commencing work.
 - b. Submissions shall fully describe the products to be used, installation methods and the time and duration of the work.
 - c. The Board requires proof of certificates of insurance and permits which are the responsibility of the Shareholder before the work begins. The Board reserves the right to check with each and every contractor and/or trade and others doing the work as to the scope and amount of their insurance. All such insurance shall name Foxglove, Inc. as an additional insured party and loss payee during the period when the work is being done...
- 3) The Board may require inspections during and after installation of selected improvements.
- 4) Failure to comply with the terms of the rules and regulations of this section shall entitle the Corporation to prosecute an action or other proceeding against such defaulting Shareholder whereupon the prevailing party shall be entitled to recover the costs of the proceedings and reasonable attorneys' fees from the other party.

E. RESPONSIBILITIES AND REGULATIONS DURING CONSTRUCTION

- 1) The Shareholder shall assure that protective pads are properly installed in the elevator at all times during construction to assure that there is no damage to the elevator interior. Pads that are approved for use in the elevator are available from the building superintendent. Shareholder shall assure that the elevator door jambs, controls, and all other components of the elevator are protected at all times during construction.
- 2) Walkways, stairs, elevators, and other public areas of the building must not be obstructed during construction or used for construction purposes and must be protected from damage.
- 3) Any damage to public areas as the result of construction activities, including deliveries, shall be repaired to the satisfaction of the Board at the cost of the Shareholder. If the Board

- deems it necessary to perform any corrective work due to damage from construction, the Shareholder shall be fully responsible for any costs incurred in performance of such work.
- 4) Construction activities shall be Monday through Friday limited to the hours between 7:00 am and 7:00 pm. Construction on Saturday shall be limited to low noise activities.
 - 5) Parking of construction vehicles shall be restricted to the back row of the parking lot
 - 6) All third party contractors and other service providers shall be covered by appropriate third party insurance and with Foxglove, Inc. named as additional insured and loss payee during the period when the work is being done.
 - 7) The Shareholder shall also have liability insurance to protect other Shareholders and common areas from any damages that occur during construction.
11. **SIGNS & ADVERTISEMENTS:** Signs or advertisements of any type, including "for sale" signs displayed on the exterior or in a window of a Unit from which it would be generally visible to the public are prohibited.
12. **CORPORATION EMPLOYEES**
- A. No Shareholder shall direct, supervise, or in any manner attempt to assert any control over any of the employees of the Foxglove, or management company, nor shall any Shareholder attempt to use or send any such employees on private business, except as permitted in the following paragraph B.
 - B. Work performed by the superintendent for services of a personal nature, such as work to be done on the interior of a Unit, washing of cars, or errands shall not be performed during normal working hours. The cost of any such work shall be a matter of agreement between the Shareholder and the superintendent the cost of which is to be paid for directly by the Shareholder and not the Foxglove.
13. **SHAREHOLDER COMPLAINTS AND REQUESTS:** Except for an emergency, all complaints and requests directed toward the Board shall be in writing by a Shareholder and shall be mailed to the Board of Directors, at 1801 S. Surf Road, Hollywood, FL 33019, unless other procedures exist within the statutes of the State of Florida.
14. **PARKING**
- A. Parking spaces shall be used exclusively for the parking of automobiles that are properly licensed/registered and are in operating condition. Commercial vehicles, boats, trailers, or oversized recreational vehicles, except for those that are servicing the Property or a Unit, are prohibited. For purposes of the foregoing, an oversized vehicle means a vehicle which exceeds seventy-two inches (72") high or eighty inches (80") wide or nineteen feet (19') long. The Board can approve a vehicle within a reasonable range of these dimensions and any such approved vehicle shall park only in the last row of the parking lot.
 - B. Each Unit is allocated one space.
 - 1) One yellow resident permit will be provided at no cost for each allocated space. The yellow resident's permit must be displayed while on the property.
 - 2) For shareholders with more than one vehicle, one additional yellow resident permit may be obtained, provided that the Board determines that there are adequate spaces available for all residents.
 - 3) The Secretary shall maintain a list of all issued resident and guest parking permits. At no time shall the total number of resident parking passes issued exceed the total number of parking spaces. Should the number of shareholders requesting an additional resident space result in more passes being issued than spaces that are available, the Board shall determine an equitable method of determining which shareholders, if any, will be issued an additional permit, which may include, but not be limited to, a lottery for selection.
 - 4) Any shareholder planning to leave a vehicle in the lot for more than 7 days must leave a key with either another shareholder or the building superintendent.
 - C. Guests and visitors shall only use the Guest spaces located at the *far* western side of the parking lot and shall display the visitor's red parking permit.

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- 1) Guests in excess of the one guest permit, or when adequate spaces are not available, are encouraged to use on street metered parking when visiting.
 - 2) For periods of time not exceeding eight (8) hours, up to four (4) temporary guest passes may be issued, for Shareholder guests only, to park in the Guest spaces in the parking lot. Such guests must display official temporary guest passes available from the building superintendent on reasonable prior notice and for one-time use. The date of use shall be clearly indicated on the pass. There is no assurance that spaces will be available to accommodate any or all guest passes that have been issued.
 - 3) Cars with yellow resident parking permits shall always have priority to use available spaces over cars with guest permits of any type.
 - D. Vehicle repairs are prohibited on the Property at any time. All vehicles must be currently licensed, inspected and in operable condition.
 - E. Vehicles servicing Units or providing construction services to a Unit must be parked in the lot south of the swimming pool or the far western side of the main lot, if space are available. If spaces are not available, these vehicles must use the metered street parking or public parking lots.
 - F. Vehicles not displaying an official parking permit or otherwise violating these parking restrictions may be subject to, but not limited to, the towing/removal of a vehicle in accordance with the statutes of the State of Florida.
15. **MOVING:**
- A. Any Shareholder who moves, or causes to be moved, objects of any kind onto or off of the Property shall be responsible for the acts, damages, or omissions associated with the move. Furthermore, the Shareholder shall be responsible to the same extent for the similar actions of any guest utilizing his Unit.
 - B. Shareholder shall be responsible for notifying the superintendent and assuring that the protective pads are in place when using the elevator for moving. Damage caused by failure to install the pads shall be the responsibility of the Shareholder.
 - C. Moving hours are limited to the hours identified in paragraph 4.D above.
16. **LAUNDRY:** Laundries on each floor are for the exclusive use of occupants and shall be used on a first-come first-served basis.
- A. Hours of operation are 7:00 AM to 10:00 PM daily.
 - B. No tinting or dyes are permitted in the machines.
 - C. Remove all clothes from washers and dryers promptly to permit use by others, or the next user shall have the right to remove the clothes in order to use the machine.
 - D. Each user is responsible to leave the equipment and the room in a clean condition.
 - E. When finished, turn off the lights, and close and lock the door to the laundry room.
17. **SAFETY & SECURITY**
- A. **COMBUSTIBLE ITEMS:** The storage or use of any combustible, flammable, or explosive material" chemical, or substance, except for normal household use, is prohibited in any portion of any Unit or Common Area.
 - 1) Motor vehicles and motors or appliances using combustible fuels are prohibited within the confines of the building.
 - 2) Gas grilles and other portable cooking devices are prohibited in Units and Common Areas, except where provided by the Foxglove, Inc. for common use.
 - B. **SMOKE DETECTORS:** Smoke detectors in each Unit are to be compatible with the building system, and installed and maintained by the Shareholder.
 - C. **DOORS:** For fire safety and security reasons, all doors leading to Common Areas, e.g. doors to Units, exits, and stairways, must be kept closed at all times when not in actual use. Special attention shall be directed toward all outside doors on the street level for security.
18. **RECREATIONAL FACILITIES:** Nothing is to be removed from recreational or other common areas for personal or beach use. Tables and chairs that are part of the recreational areas are the property of the Foxglove, Inc.

19. **RECREATION ROOM**

- A. The Recreation Room facilities are for the sole use of Shareholders and guests.
- B. Reservations made with the Board for private functions shall be required prior to any function.
 - 1) Written notice shall be required from the requesting individual two weeks in advance of the function, which shall include the name of the requesting Shareholder, date and time of the function, maximum attendance anticipated, and a brief description of the function. Notice shall be given and approval secured using the Recreation Room Reservation Form attached to the end of these rules as Exhibit A.
 - 2) The room may not be reserved on a continuing basis for a regular date.
 - 3) The patio may not be reserved for exclusive use. The time limit on use of the Recreation Room shall apply to the use of the patio as well, but does not apply to individual shareholders not attending the event.
 - 4) A reservation request shall be accompanied by checks in the amount of \$50 and \$250. The \$50 check is non-refundable and to reserve the room and the \$250 check is a security deposit, to be cashed only if required for clean up or to address any damages resulting from the private function.
- C. Approval of the Board is a condition precedent to utilizing the Recreation Room. Approval is at the sole discretion of the Board. Preference will be given on a first-come first-served basis.
- D. Permitted rental hours shall be Sunday to Thursday until 10:00 p.m. and Friday and Saturday until 11:00 p.m.
- E. Only Shareholders and their guests may attend events. Attendance is limited to the maximum capacity of the room.
- F. No live or recorded music or other loud activities that might disturb other Shareholders will be permitted.
- G. Any private function that is not in compliance with the rules will have the approval revoked immediately.
- H. No resident shall add or remove furniture from the Recreation Room without the prior approval of the Board. Items left without permission may be removed by the Board at the owner's expense.
- I. Clean up of the recreation room after a shareholder event is the responsibility of the shareholder that reserved the room. The clean up includes returning furniture to their original setting and removing all trash.

20. **SWIMMING POOL AREA**

- A. Hours: Dawn to dusk daily.
- B. Swimming Pool
 - 1) Swimming is at your own risk; lifeguards are not provided.
 - 2) Diving is prohibited.
 - 3) An excessive number of rafts, floats, toys, etc. in the pool are prohibited.
- C. General Area
 - 1) No running, pushing or horseplay of any kind is permitted. The Foxglove, Inc. is not responsible for accidents of injuries.
 - 2) Portable pools are not permitted in the pool area.
 - 3) All children 14 or younger must be supervised by a responsible adult to ensure their safety and observance of rules and regulations. Children in diapers must wear water proof diapers or water proof covering over diapers.
 - 4) Towels are required to protect the pool deck and furniture from oils and lotions. Bathers using oils and lotions or returning from the beach must shower before using the pool.
 - 5) The use of personal audio devices is discouraged but permitted provided that the volume is kept low enough so as not to disturb your neighbors. Devices should be battery operated. No electrical plug in devices are permitted in the pool area.

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- 6) Chaise lounges are not to be removed from the pool deck area.
 - 7) The barbeque is for the use of all Owners and their Guests. Please be courteous and clean the barbeque and surrounding area when finished and turn off gas. Use by a resident is at their sole risk.
 - 8) Glass containers are not permitted in the pool area.
 - 9) The pool may not be reserved for exclusive use by any Shareholder.
 - 10) Animals are not permitted in the swimming pool at any time.
 - 11)
21. **BIKE STORAGE**
- A. A locked structure to store bicycles has been provided in the parking lot for the use of Shareholders on a “first come, first served” basis.
 - B. Shareholders wishing to store a bicycle in the building shall submit a written request including the number of bicycle spaces desired, to the Secretary, who will maintain a log of the assignment of spaces for all authorized users. Authorized users will be provided by the Superintendent with a key to the storage structure that must be relinquished when no longer authorized as a user. Foxglove, Inc. assumes no liability for the security of items stored in the shed, which is the sole liability of the users.
 - C. If no spaces are available at the time of request, a waiting list shall be maintained by the Secretary and spaces will be made available in the order that they have been added to the waiting list when spaces become available.
22. **FINES:** In accordance with the By-Laws and Florida State Law 719, fines may be levied by the Board or any applicable enforcement committee for failure to abide by these rules.

END OF HOUSE RULES