

A close-up photograph of a pair of hands, one light-skinned and one dark-skinned, gently holding a small, vibrant green tree sapling in a mound of dark soil. The lighting is warm and focused on the hands and the tree, creating a sense of care and growth. The background is dark and out of focus.

# House Rules

Wilshire Park Condominiums

## INTRODUCTION

The following House Rules, adopted by the Board of Directors of the Wilshire Park Condominium, are established to govern the internal operations of the Association, for the benefit of all residents, both owners and renters. These rules are intended to supplement and clarify the Association's By-Laws, including Amendments, which were established in the public offering statement of the Wilshire Park Condominium Association. In addition to these rules, all residents are required to comply with By-Laws of the Condominium.

Everyone's cooperation in observing these rules is necessary to ensure that the building and its surroundings are safe, comfortable, and pleasant. All new unit owners receive a copy of these rules when they purchase their units, and unit owners are required to give a copy of these rules to their tenants, and advise them that they are obligated to abide by them. New owners and residents should read these rules carefully, not only to avoid violations or misunderstandings, but also to familiarize themselves with the condominium and its operation. Residents who deliberately or repeatedly violate the rules abuse the rights of others and are subject to Board action. An Appendix lists the authorization for these rules and procedures for enforcing them.

While it is expected that all residents will abide by these rules, there may be times when exceptions need to be made. However, exemptions from the rules must be formally requested from the Board, which has the authority to grant them.

The Board also has the authority to modify the rules in response to changing circumstances. Most changes and clarifications are made through Policy or Administrative Resolutions adopted by the Board and distributed to the residents. If major changes are proposed, owners will be notified in advance and a public meeting will be held prior to adoption to provide an opportunity for residents to discuss the proposed changes.

If there is any uncertainty as to the interpretation or application of any of the rules, please contact the Property Manager, the Building Manager, or the Board of Directors for an explanation.

This revision of the House Rules was approved by the Board of directors at its regular meeting on September 26, 1996.

## TERMS AND DEFINITIONS

The terms used in these rules are defined as follows:

<b>Association:</b>	Wilshire Park Condominium Unit Owners' Association
<b>Board:</b>	Wilshire Park Board of Directors
<b>Condominium Instruments:</b>	The Declaration, By-Laws, Condominium plat, and any amendments which are made.
<b>Employees:</b>	All persons employed by the Association
<b>General Common Elements:</b>	Those public areas of the property other than individual units and Limited common elements. This includes the lobby, hallways, laundry room, roof deck, grounds, etc.
<b>Limited Common Elements:</b>	Those areas reserved for the use of specific units. The parking places located in the garages and outside the building, which have been purchased by owners, are designated Limited Common Elements on the Condominium plat.
<b>Management:</b>	The Association's property management company and its representative(s)
<b>Manager:</b>	Building Manager
<b>Property:</b>	Wilshire Park Condominium
<b>Resident:</b>	Any owner or authorized tenant who resides on the Property, as well as their family and guests when on site.

## **AUTHORIZATION AND ENFORCEMENT**

The Board is empowered to establish and enforce the rules. For additional information, refer to the Appendix.

## **APPLICABILITY – WHO SHALL OBEY THE RULES**

- 1.1 The rules apply to owners of the Wilshire Park Condominium, their tenants, families and guests.
- 1.2 The rules apply to employees of Wilshire Park, as well as to tradespeople, service personnel, and all others who perform services in connection with the Association, and all others who perform services in the building.

## **RESIDENT INFORMATION**

- 2.1 Residents and non-resident owners shall provide the Manager with their address and telephone numbers. It is strongly recommended that the name and telephone numbers of persons to notify in case of an emergency also be provided.  
Residents who use the parking garages shall also provide information about the make, registration and model of their cars and any other vehicles.
- 2.2 The Manager will maintain a roster of this information and owners will cooperate with management to keep such information current.
- 2.3 No person can have their name listed in the electronic or postal directory unless they are registered as a resident.

## **ENTRANCES AND ELEVATORS**

- 3.1 Any person visiting a resident, including guests, contractors, service employees or delivery people, are to be personally admitted by the resident using the intercom system, unless other arrangements have been made.
- 3.2 Residents are to ensure that ALL building doors are kept locked at all times. Nothing shall ever be placed in the building doors that will prevent their closing. Residents shall not admit anyone they do not know into the building, or permit those they do not know to follow them into the building.
- 3.3 Anyone, including residents and tradespeople, when bringing in or taking out large, bulky items such as furniture and appliances, shall use the service entrance on the north side of the building and the freight elevator. Access to this area will be controlled by the Manager.
- 3.4 Bicycle users shall transport their bicycles through the north and south entrances on the first floor only, and shall use the freight elevator when transporting bicycles between floors. They shall use care when bringing bikes in and out of the building to ensure they do not leave marks or scratches on the walls.
- 3.5 Anyone visiting the commercial office on the first floor shall be admitted by the commercial tenants through the south entrance intercom system.

## **USE OF COMMON AREAS**

- 4.1 When using the common areas, residents shall obey and abide by all applicable laws and government regulations, D.C. ordinance and zoning regulations, and rules adopted by the Board. The common areas shall be used only for those purposes for which they are reasonably suited and which are incident to the use and occupancy of the units.
- 4.2 The public hallways, walkways, and alleyways are to be used for no purpose other than normal transit. No person shall roller skate, roller blade, ride a bike or skateboard in the building's hallways or other common areas.
- 4.3 Personal property, including door mats, shall not be left in the corridors, stairwells, parking areas, sidewalks, driveways, lawns or other common areas of the property. All personal property placed anywhere in the common elements shall be at the sole risk of residents, and the Association shall have the right to remove and dispose of such property and shall in no event be liable for the loss, destruction, theft or damage to such property.
- 4.4 Residents may not post advertisements, posters, or notices except on the bulletin board in the building laundry room. Exceptions to this rule are at the Board's discretion. "For Sale" and "Open House" signs may be posted outside the building by real estate agents and residents. Real estate signs shall be written and displayed in a professional manner. The Board has the authority to regulate these postings.
- 4.5 Residents shall wear appropriate clothing in the public areas of the building.

## **ROOF DECK**

- 5.1 Because the deck is located over and near units, noise must be kept to a minimum at all times, but especially in the evening hours so as not to disturb residents.
- 5.2 Anyone using the deck shall keep the area neat and clean, removing anything they take to the roof area, including newspapers, trash, cigarette butts or other debris. NOTHING, including cigarette butts, shall be discarded on the roof or over the edge of the building. In accordance with D.C. fire regulations, cooking on the roof is prohibited.
- 5.3 The deck is not to be used for large-scale or extended business or social functions without permission of the Board. If approved for any of these functions, a security deposit will be required.
- 5.4 Individually owned furniture, such as chaise lounges, may be used on the deck but must be removed by the resident when not in use. These items must also not be left common areas such as the entrance hall or the stairwell when not in use. If any personal items are left on the roof deck or in the common areas, the Association may remove and dispose of such items and is not responsible for their loss or damage.
- 5.5 Children under the age of 12 may not use the deck unless accompanied by an adult at all times.
- 5.6 No one except Association employees and agents are permitted beyond the fenced area of the roof deck.

- 5.7 Roof plants are maintained by Association staff and professional landscapers contracted by the Association, and therefore shall not be attended by anyone using the roof deck.

## **TRASH ROOMS**

- 6.1 All non-recyclable trash shall be bagged in plastic, tied, and deposited down the trash room chute on each floor of the building. Garbage shall be in small packages so that items will drop to the bottom of the chute. Residents shall NEVER leave bags of trash on the trash room floor.
- 6.2 Plastic, glass, and aluminum items ONLY shall be deposited in the recycling bins in each trash room. Newspapers shall be neatly stacked in the bin provided.
- 6.3 Flammable items such as lit cigarettes, paint, cleaning fluid, etc., shall NOT be deposited in the chute or left on the trash room floor. Flammable or toxic items such as paint and cleaning fluids, shall be wrapped appropriately, labeled as hazardous and deposited ONLY IN THE FIRST FLOOR TRASH ROOM, so they can be disposed of quickly and appropriately.
- 6.4 Packing crates, moving boxes, and large or heavy household items that will not easily fit down the chute shall be deposited in the first floor trash room only.
- 6.5 Owners who have registered cats must NOT throw kitty litter down the trash chute. All litter must be double-bagged in plastic and placed in the designated container in the first floor trash room.
- 6.6 The trash room chutes shall not be used between 11 pm and 7 am.

## **GARAGES AND PARKING**

- 7.1 All owners who rent their parking spaces are required to provide the Manager with the renter's name, telephone number(s), license plate number, and vehicle description.
- 7.2 Users of garage spaces are responsible for cleaning up any oil spills from their vehicles. After two notices, those responsible for spills will be billed for the cleaning expense.
- 7.3 Car washing, painting and mechanical repairs are prohibited anywhere in the garages or driveways.
- 7.4 If a space is occupied by an unauthorized car, residents shall notify the Manager who will telephone the police to ticket the car. If the Manager is not available, the resident shall call the police. In either event, it is recommended that the resident be available when the police arrive to ticket the car.
- 7.5 Unauthorized parking on the garage ramps on the north or south side driveways or in the circular driveway is prohibited. These are fire and access lanes and it is the responsibility of residents to inform their guests or agents of this policy. The Manager and front desk have been instructed to inform the D.C. Police Department whenever there are cars parked in these areas so that they can be ticketed.

- 7.6 The six exterior parking places must be vacated whenever snow accumulation necessitates plowing the driveway.
- 7.7 Additional rules for visitor parking is listed in the Visitor Parking Rules document.

## **STORAGE ROOMS**

- 8.1 Residents shall provide locks for their individual storage bins or bikes. The keys to the storage rooms are kept at the desk and shall be signed out each time one is used, and returned promptly to the desk.
- 8.2 In accordance with D.C. fire regulations, storage of flammable items is strictly prohibited, including but not limited to newspapers, mattresses, gasoline, paint, upholstered furniture and rugs.
- 8.3 All personal property placed in the storage bins and bike racks in the garage is done so at the sole risk of owners and their tenants, and the Association shall in no event be liable for any damage to, or the loss, destruction, or theft of such property.

## **LAUNDRY ROOM**

- 9.1 Use of the laundry machines is limited to residents and the commercial tenants.
- 9.2 Washing Machines shall not be overloaded or used for dyeing clothing; laundry shall be promptly removed.
- 9.3 Smoking is not permitted in the laundry room.

## **EXERCISE ROOM**

- 10.1 Use of the exercise room is limited to residents.
- 10.2 Anyone wishing to use the exercise room must first register with the Manager. The Association assumes no liability for any injury resulting from the use of equipment in the exercise room.
- 10.3 Smoking is not permitted on the exercise room.

## **DAILY USE OF UNITS**

Condominium living requires that each resident use his or her unit in a manner that will not unreasonably or unnecessarily disturb other residents.

- 11.1 In general, residents shall refrain from making noise, and from loud playing of musical instruments, radios, televisions or amplifiers that may disturb others. Any noise that disturbs others is strictly prohibited between the hours of 11 pm and 9 am.

- 11.2 Door-to-door solicitation by residents or anyone else is forbidden. Violations shall be immediately reported to the Manager. An exception, however, will be made for Halloween trick-or-treaters when they are accompanied by an adult who is a resident, no later than 9 pm.
- 11.3 **(Revised 2/25/08)** Mops, clothes and brooms shall not be cleaned or shaken from unit windows or in the halls or stairways. No clothing, rugs, or any other materials shall be hung from the windows. No posters, signs, banners or decals will be placed in the windows so that they are viewable from the outside.
- 11.4 At least 80% of the floor area in each unit (not including kitchens and bathrooms) shall be covered with sufficient carpeting and padding to reduce noise transmission.
- 11.5 The heating and cooling system at Wilshire Park shall be used properly to prevent damage to the system or to other units. Residents shall keep their windows closed during the cooling season while the air conditioning system is running. This will prevent condensation from forming in the condominium unit's cooling mechanism and causing damage to carpets, floors, and ceilings in the unit below. Residents shall be held liable for damage caused by failure to comply with the above instructions, or by misuse of the heating and cooling units.
- 11.6 Residents shall not use or permit the unit they occupy to be used for any unlawful purpose; or permit any unlawful act in or upon the Association property. All units shall be used for private residential purposes only, except for temporary uses that may be permitted by the Board no activity shall be undertaken in any unit or upon any of the common elements which would not be in conformity with the zoning regulations of the District of Columbia.
- 11.7 The bathroom fixtures and other water and sewer fixtures located in unit shall not be used for purposes other than for which they were designed; no improper materials such as sweepings, matches, rags, cigarettes or cigar butts, ashes, sanitary napkins, or other improper articles shall be thrown down the toilets or sinks. The cost of repairing any damage resulting from the misuse of any of these items shall be borne by the owner of the unit causing the damage.
- 11.8 Residents shall not keep gasoline, other explosive or highly flammable materials in their units.
- 11.9 No clothes dryers, washing machine, or window air conditioners may be installed in individual units.
- 11.10 Cost of repair or damage to the common areas caused by any items in a unit, including but not limited to automatic dishwashers, disposals, and other kitchen appliances shall be borne by the owner of the unit causing the damage.

## **IN-UNIT MAINTENANCE AND REPAIR RESPONSIBILITY**

Each owner is financially responsible for the maintenance, repair and replacement of the interiors of their own units, including ceilings, walls, floors, kitchen and bathroom fixtures and equipment, and appliances.

- 12.1 Equipment or appliances that are determined by the Manager or Management to have the potential to cause damage to other units or the common areas must be removed or replaced solely at the owner's expense.
- 12.2 Residents shall ensure that any personnel they hire to make repairs or to provide maintenance services in their unit shall be licensed and fully insured. Any damages to units or common areas caused by personnel employed by a resident will be the financial responsibility of the unit owner.
- 12.3 Residents shall notify Management at the first sign of infestation by vermin or rodents so that the exterminator services can be called to eliminate the problem.
- 12.4 In accordance with D.C. Law, owners of efficiency, one bedroom and junior one bedroom units shall have one working smoke alarm detector in the unit. Owners of two or more bedroom units shall have two smoke alarms. Owners are responsible for seeing that smoke detectors work.
- 12.5 Additional rules are provided in the Contractor Information Sheet for work that is being done by outside contractors for owners in the unit.

## **RESTRICTIONS ON ALTERATIONS**

### External Structures, Common Areas, and Common Machinery

- 13.1 No resident shall make any structural or ornamental changes to any of the common areas or limited common areas, or the exterior of the building, nor shall any resident touch or interfere with any mechanical equipment or light fixtures in the common areas of the building.
- 13.2 No resident shall install any electrical equipment imposing an unreasonable load on the electrical system of the building without first obtaining written approval of the Board.
- 13.3 No resident shall install wiring for telephones, television antennas, or other electrical equipment on the common elements.

### Architectural Alterations Within the Condominium Units

Architectural alterations are defined as any change within an apartment which requires removal or alterations of walls, ceilings, or floors, or the interruption or alteration of plumbing, gas or electrical systems.

- 13.4 No owner shall make any structural changes to walls, ceilings or subfloors in any unit without the prior written consent of the Board.
- 13.5 Any owner wishing to make architectural changes shall submit to the Board a plan for review. The plan shall be submitted with a deposit in an amount to be determined by the Board. This deposit is intended to ensure the proper compliance with the following steps,

and to convey any administrative, engineering or legal fees that may be incurred in reviewing and implementing the plan.

1. The Board may approve or reject the plan, and may choose to approve a plan contingent upon further submission of architectural drawings and a more detailed and satisfactory explanation of the work to be performed. These shall be accompanied by copies of all appropriate work permits – gas, plumbing, electrical and building permits, copies of licenses of contractors, and evidence of current insurance. These items shall be submitted in duplicate so that copies may be retained by the Board in a permanent file.
2. Within fourteen (14) days after the receipt of the above items, the owner shall receive a refund of the deposit minus any expenses incurred.

## UNIT ACCESS

### Emergency Keys

- 14.1 Immediate access to units may be necessary in the event of emergencies such as water leaks, gas leaks or fires that could cause injury to persons or property. Residents are required to provide the manager with a set of duplicate keys to their units to be used for *emergency access only*. In each case of an emergency entry, the manager shall tell the resident in writing the reasons for entry. Failure to leave a key(s) with the manager for the emergency key cabinet will make the owner liable for any expense, including the repair of broken doors or locks caused by delayed or forcible entry.
- 14.2 The emergency keys will be used only in emergency situations as defined above. *Lock-outs are not considered emergencies. Residents wishing to have their keys available for lock-outs or for visitors must leave a set of convenience keys with the manager, and must sign a convenience key agreement.*

## ASSOCIATION EMPLOYEES

- 15.1 Residents with complaints about any Association employees shall take them up with the Manager. Because employees do not work for individual residents but for the Association as a whole, no resident shall direct, supervise, or in any manner attempt to assert control over staff members.
- 15.2 Employees have been instructed to refrain from talking about residents and residents shall not encourage or engage employees in such discussions.
- 15.3 The board supervises the manager and complaints regarding the manager shall be addressed **in writing** to the Board.

- 15.4 Only the manager and Board members may use the manager's office. The equipment in the manager's office, specifically the copier and fax machine, may be used only as authorized by the Board. A fee will be charged for their use.

## **DELIVERIES**

### Mail and Small Packages

As a convenience for residents, front desk staff and the Manager, can sign for packages delivered through the UPS, the USPO, and other delivery services.

- 16.1 Unless prior arrangements are made for storage or delivery of mail or small packages to a resident's unit, such items will be returned to the sender if not signed for by the resident.
- 16.2 Residents shall sign for all packages or other deliveries as soon as they are notified of their arrival. Once a resident has signed for mail or small packages, the Association will not be responsible for their security.
- 16.3 Residents who are expecting deliveries while they are out of town shall leave a convenience key and an admit slip for management so the package can be put in their unit. Deliveries to units will be noted in the receipt log. Residents may leave a standing admit slip for management to place packages in their units if they are not always able to predict when they will receive a package or when they will be out of town

### Large Deliveries and Furniture

- 16.4 If a resident has a large delivery scheduled and will not be home to receive it, he or she may leave an admit slip for the delivery person with the manager. When the delivery is made, the delivery person shall register at the front desk, present identification, sign for the unit key, make the delivery and return the key. Staff will not escort the delivery person to the unit and will not assume any responsibility for the return of the resident's key or for the unit or any personal possessions therein.
- 16.5 Deliveries requiring hand trucks or dollies shall only be made through the north side service entrance on the first floor. The key to the north entrance freight door is kept at the front desk and shall be signed out by the delivery person who will then be instructed to make the delivery through the freight entrance.

## **MOVING IN AND MOVING OUT**

- 17.1 There is a fee of \$500 assessed by the Board for each resident moving into the building. This fee covers both moving in and moving out. If a current resident moves from one unit

to another in the building, necessitating the movement of furniture through the halls and use of the freight elevator, half of the regular fee will be assessed.

- 17.2 Any moving activity involving furniture, boxes and other items (*none of which may be carried through the front lobby*) shall occur between 9 am and 6 pm, and shall use the north entrance of the building and the freight elevator.
- 17.3 Leaving building doors unlocked or propped open (unless attended) during a move is STRICTLY PROHIBITED.
- 17.4 Residents shall schedule their moves at least 48 hours in advance (*several days in advance if possible*) with the manager. The key for the north entrance and freight elevator shall be kept at the front desk and only those who have registered their moves may use these facilities during the specified times.
- 17.5 When using the freight elevator, residents shall use pads for the elevator and may use other moving equipment owned by the Association if it is available from the manager. In all cases, residents shall sign for the use of such items with the manager and give a deposit. Unit owners will be responsible for paying for or replacing broken or damaged equipment or for any damage to the freight elevator that occurs during their move or moves by any of their tenants.
- 17.6 Moving boxes and materials shall be removed and discarded by residents or their moving company. There is no storage space for such materials. All crates, boxes, and other packaging shall be taken by residents to the first floor trash room for disposal.

## **PETS**

- 18.1 Pets are prohibited except for vision-assist dogs, emotional support animals or other animals that assist persons with disabilities. Management may require documentation of the need for an animal from a physician or other health care provider when the need is not immediately apparent.
- 18.2 Cats, fish, and domestic birds that were registered with management on or before April 1, 1996 are “grand-fathered” and exempt for Rule 18.1. Upon the death of a registered pet, a resident may NOT replace it.
- 18.3 For Fair Housing Animals please refer to the Fair Housing Animals, house rule addendum.

## **OWNER AND RESIDENT LIABILITY AND INSURANCE**

- 19.1 Any damage to the building facilities, common areas or equipment caused by an owner, his or her children, guests, tenants, employees or pets shall be repaired at the expense of the owner.
- 19.2 The Association By-Laws require owners to have a homeowner’s insurance policy that will cover liability claims, repairs to the unit if damaged, and living expenses if the unit is

uninhabitable for a period of time. Residents must provide evidence of current and valid insurance on an annual basis.

- 19.3 No activity shall be undertaken or maintained in any unit or in any of the common elements that will increase the rate of insurance of the Association or result in the cancellation of such insurance.

## **RENTAL REQUIREMENTS**

Owners may lease their units only if these rules are followed:

- 20.1 All leases shall be for a minimum period of one year
- 20.2 All leases shall be signed by the unit owner and all tenants. Each submitted lease shall be accompanied by the Association's standard release addendum, which shall also be signed by the owner and all tenants. In no case will any lease or addendum be acceptable if signed by any person or organization other than unit owners and their tenants. The package submitted to the Board shall include:
- One copy of the lease and Addendum – fully executed.
  - A check for the Move-In/Move-Out fee. (\$500)
- 20.3 Requests for assignment of leases shall be submitted at least 10 days in advance and shall be accompanied by a check for the Move-In/Move-Out fee.
- 20.4 Owners and their tenants shall be thoroughly familiar with the requirements of the addendum, the By-Laws, and the House Rules. Owners are responsible for assuring that their tenants have copies of the House Rules.
- 20.5 Units cannot be sublet by tenant listed on the rental lease/agreement.

## **APPENDIX**

### **AUTHORIZATION FOR HOUSE RULES**

Article IV of the By-Laws authorizes the Board of Directors to adopt any rules deemed necessary for the enjoyment of the Condominium.

The Board is empowered to enforce the House Rules, By-Laws, and the provisions of the Declaration of Condominium, and has established the appropriate procedures for dealing with violations in accordance with applicable DC laws, the Condominium Declaration and the By-Laws. The by-Laws of the Association grant the Board the power and authority to levy fines and assess penalties against owners for violations committed by them, their tenants or their guests. Collection of fines and penalties may be enforced in the same manner as if the fines were a Condominium lien as described in the By-Laws.

Residents who deliberately or repeatedly violate the House Rules, By-Laws, or the Declaration of Condominium may be subject to action by the Board as described below. Any damage caused by a resident's failure to comply with a rule will be the financial responsibility of the resident, or the owner if the resident is a tenant.

The Manager has overall responsibility for the enforcement of the rules. In the Manager's absence, a Board member, an Association employee, and any resident who observes an infraction of the rules is authorized to bring the matter to the individual's attention, ask the person to comply with the rules, and to document the incident. In the event the individual does not comply, the person observing the infraction is strongly encouraged to report the incident to the Manager. If the Manager is unable to satisfactorily resolve the problem, it shall be referred to the Board.

When the Manager is not present or is unable to be reached by phone, employees are instructed to notify a member of the Board in the event of a serious infraction. In such cases the Board member assumes the responsibility for enforcement of the rules.