

*WENTWORTH PLACE*

*RULES AND REGULATIONS*

*As of October 2019*

**RULES AND REGULATIONS  
OF  
WENTWORTH PLACE, A CONDOMINIUM**

**GENERAL**

1. Wentworth Place, A Condominium Unit Owners Association (“Association”), acting through its Board of Directors, has adopted the following Rules and Regulations (“Regulations”). These Regulations may be amended from time to time by resolution of the Board of Directors.
2. Wherever in these Regulations reference is made to “unit owners,” such term shall apply to the owner of any unit, to his family, tenants whether or not in residence, servants, employees, agents, visitors and to any guests, invitees or licensees of such unit owner, his family or tenant of such unit owner. Wherever in these Regulations reference is made to the Association, such reference shall include the Association and the Managing Agent when the Managing Agent is acting on behalf of the Association.
3. The unit owners shall comply with all the Regulations hereinafter set forth governing the building, public halls, terraces, balconies, drives, recreational areas, grounds, parking areas, and any other appurtenances.
4. The Association reserves the right to alter, amend, modify, repeal, or revoke these Regulations and any consent or approval given hereunder at any time by resolution of the Association or the Board of Directors.

**RESTRICTIONS ON USE**

5. No part of the Condominium shall be used for any purpose except housing and the common purposes for which the Condominium was designed. Each unit shall be used as a residence for a single family, its servants, and guests.
6. There shall be no obstruction of the common elements. Nothing shall be stored on the common elements without the prior consent of the Board of Directors except as herein or in the Bylaws expressly provided. No public hall shall be decorated or furnished by any unit owner in any manner.
7. Nothing shall be done or kept in any of the common elements which shall increase the rate of insurance for the building or contents thereof applicable for residential use without the prior written consent of the Board of Directors. No unit owner shall permit anything to be done or kept in his unit or on the common elements which will result in the cancellation of insurance on the building or contents thereof or which would be in violation of any public law, ordinance, or regulation. No gasoline, paint, or other explosive or inflammable material may be kept in any unit or storage area. No waste shall be committed on the common elements.
8. All garbage and trash must be placed in the proper receptacles designated for refuse collection or recycling. No garbage or trash shall be placed elsewhere on any common element.

9. Except in the recreational areas designated as such by the Board of Directors, no playing or lounging shall be permitted. No wheelchairs, baby carriages, bicycles, tricycles, playpens, wagons, toys, benches, chairs, or other articles of personal property shall be left unattended in public areas of the building or passageways, storage rooms, parking areas, sidewalks, or lawns, or elsewhere on the common elements. No items may be affixed to any signs or poles.

10. The water closets and other water and sewer apparatus shall be used only for the purposes for which designed, and no sweepings, matches, rags, ashes, or other improper articles shall be thrown therein. The cost of repairing any damage resulting from misuse of any of such apparatus shall be borne by the unit owner causing such damage.

11. Each unit owner shall keep their unit in a good state of preservation, repair, and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.

12. Nothing shall be done in any unit or on the common elements which may impair the structural integrity of the building or which may structurally change the building nor shall anything be altered or constructed on or removed from the common elements, except upon the prior written consent of the Board of Directors.

13. No noxious or offensive activity shall be carried on in any unit or on the common elements, nor shall anything be done therein which may be or become an annoyance or nuisance to the other unit owners or occupants. No unit owner shall make or permit any disturbing noises in the building or do or permit anything which will interfere with the rights, comforts or convenience of other unit owners. All unit owners shall keep the volume of any radio, television, or musical instrument in their units sufficiently reduced at all times so as not to disturb other unit owners. Despite such reduced volume, no unit owner shall operate or permit to be operated any such sound-producing devices in a unit between the hours of 9:00 PM and the following 7:00 AM on weekdays, and between the hours of 9:00 PM and the following 10:00 AM on Saturdays, Sundays, and public holidays, if such operation shall disturb or annoy other occupants of the building. Noise Policy is in accordance with Arlington County Code

14. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, exploitation or otherwise, shall be conducted, maintained, or permitted on any part of the Condominium other than in convertible space, nor shall any "For Sale," "For Rent," or "For Lease" signs or other window displays or advertising be maintained or permitted on any part of the Condominium or in any unit, nor shall any unit be used or rented for transient, hotel, or motel purposes. The right is reserved by the Board of Directors or the Managing Agent, to place "For Sale," "For Rent," or "For Lease" signs on any unsold or unoccupied units, and the right is hereby given to any Mortgagee who may become the owner of any unit to place such signs on any unit owned by such Mortgagee, but in no event will any sign be larger than one foot by two feet.

15. Draperies, curtains, or blinds must be installed by each unit owner on all windows of his unit, must be so maintained thereon at all times, and the side of said draperies, curtains or blinds facing the window must be white in color.



16. No unit owner shall cause or permit anything to be hung, displayed, or exposed on the exterior of a unit or common elements appurtenant thereto, whether through or upon windows, doors or masonry of such unit. The prohibition herein includes without limitation laundry, clothing, rugs, signs, awnings, canopies, shutters, radio or television antennas or any other items. Under no circumstances shall any air conditioning apparatus, television or radio antennas or other items be installed by the unit owner beyond the boundaries of his unit. A unit owner may, however, use a central radio or television antenna provided as a part of his unit. No clothes line, clothes rack or any other device may be used to hang any items on any window, nor may such devices be used anywhere on the common elements except in such areas as may be specifically designated for such use by the Board of Directors. Terraces shall not be used as storage areas. No terrace shall be enclosed or covered by a unit owner after settlement without the prior consent in writing of the Board of Directors.

17. No unit shall be used for any unlawful purpose, and no unit owner shall do or permit any unlawful act in or upon his unit.

### **PET RULES**

18. No more than one (1) pet per unit shall be allowed. Pet shall not exceed 40 pounds in weight. No reptile of any kind shall be raised, bred, or kept in any unit or on the common elements.

### **PARKING AND STORAGE**

19. All personal property placed in any portion of the building or any place appurtenant thereto, including without limitation the storage areas, shall be at the sole risk of the unit owner, and the Association shall in no event be liable for the loss, destruction, theft or damage to such property. Any unit owner may use the common storage room, if any, in the building without charge for the storage of trunks, suitcases, snow tires, and other items permitted by the Board of Directors.

20. Should an employee of the Association at the request of a unit owner move, handle or store any articles in storage rooms or remove any articles therefrom or handle, move, park or drive any automobile placed in the parking areas, then, and in every case, such employee shall be deemed the agent of the unit owner. The Association shall not be liable for any loss, damage, or expense that may be suffered or sustained in connection therewith.

21. Unless otherwise authorized by the Association, the parking areas may not be used for any purpose other than parking automobiles. No buses, trucks, trailers, boats, recreational or commercial vehicles shall be parked in the parking areas or in driveways except in such areas, if any, specifically designated for such parking by the Board of Directors. All vehicles must have current license plates and be in operating condition. No vehicles shall be parked on the Condominium property with conspicuous "For Sale" signs attached.

22. All unit owners shall observe and abide by all parking and traffic regulations as posted by the Association or by municipal authorities. Vehicles parked in violation of any such regulations may be towed away at the unit owner's sole risk and expense.

23. Parking so as to block sidewalks or driveways shall not be permitted. If any vehicle owned or operated by a unit owner, any member of his family, tenants, guests, invitees or licensees shall be illegally parked or abandoned on the Condominium, the Association shall be held harmless by such unit owner for any and all damages or losses that may ensue. And any and all rights in connection therewith that the owner or driver may have under the provisions of state or local laws and ordinances are hereby expressly waived. The unit owner shall indemnify the Unit Owners Association against any liability which may be imposed on the Unit Owners Association as a result of such illegal parking or abandonment and any consequences thereof.

## **ENTRY INTO UNITS**

24. The Association or Managing Agent shall not cause a master key system to be used for units in the Condominium. However, each unit owner shall provide to the Association or the Managing Agent, and the Association or Managing Agent shall have the right to keep, a working copy of any key(s) required to gain entry to any unit. These key(s) ("emergency keys") shall be coded in such a way as to prevent identification by unauthorized persons and secured by the Association or Managing Agent in a locked box for use only if entry to such unit is necessitated by the fact or threat of fire, flood, or any other condition which may adversely affect the common elements or other units. The Association or Managing Agent shall establish and implement, subject to prior approval of the Board of Directors, procedures and controls to insure the proper use of such emergency keys. In no event shall such keys be removed from the locked box and used to facilitate entry to a unit for purposes other than those noted above. Unit owners may provide to the Association or Managing Agent an additional working copy of any key(s) to a unit for casual or non-emergency entry ("convenience keys"). Such keys shall be similarly coded and secured and released only upon written authorization of the unit owner. No unit owner shall alter any lock or install additional locks, or a knocker, or a bell on any doors of a unit without the prior written consent of the Board of Directors. **For those units to which a garage is assigned, all owners shall provide the Board with a copy of the key to such garage. If such garage is leased to a third party, the person to whom such garage is rented shall provide the Board with a copy of the key or padlock combination number to such garage.**

25. The agents of the Board of Directors or the Managing Agent, and any contractor or workman authorized by the Board of Directors or the Managing Agent, may enter any room or unit in the building with the written permission of the unit owner at any reasonable hour of the day (except in case of emergency, in which case entry may be immediate and without such permission) for the purpose of exercising and discharging their respective powers and responsibilities, including without limitation inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

26. Employees and agents of the Association are not authorized to accept packages, keys, money (except for Condominium assessments) or articles of any description from or for the benefit of a unit owner. If packages, keys (whether for a unit or an automobile), money, or articles of any description are left with the employees or agents of the Association, the unit owner assumes the sole risk therefore and the unit owner, not the Association, shall be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith. The Association does not assume any responsibility for loss or damage in such cases. Deliveries requiring entrance to a unit owner's unit will not be accepted without the prior written



permission of the unit owner accompanied by written waiver of all liability in connection with such deliveries.

## **RECREATIONAL FACILITIES**

27. All persons using any of the recreational facilities do so at their own risk and sole responsibility. The Association does not assume responsibility for any occurrence, accident, or injury in connection with such use. No unit owner shall make any claim against the Association, its servants, agents, or employees, for or on account of any loss or damage to life, limb, or property sustained as a result of or in connection with any such use of any of the recreational facilities. Each unit owner shall hold the Association harmless from any and all liabilities and any action of whatsoever nature by any tenants, guests, invitees, or licensees of such unit owner growing out of the use of the recreational facilities, except where such loss, injury, or damage can be clearly proved to have resulted from and been proximately caused by the direct negligence of the Association or its agents, servants, or employees in the operation, care or maintenance of such facilities.

28. Any damage to the building, recreational facilities, or other common elements or equipment caused by a unit owner or such unit owner's pets shall be repaired at the expense of the unit owner.

## **SUSPENSION OF RIGHT TO USE RECREATIONAL FACILITIES.**

29. In addition to all other rights which the Board of Directors has for nonpayment of assessments, the Board of Directors of the Association shall have the right to bar the use by a unit owner of any of the recreational facilities for failure to make payment of any assessments or fees due as provided for in the Bylaws of the Condominium.

## **MOVING**

30. Move-ins and move-outs are restricted to the hours between 9:00 AM and 5:00 PM Monday through Saturday. A non-refundable move-in fee is required two business days ahead of the moving day. Additionally, a refundable security deposit is required for both move-in and move-out. The move-in fee shall be determined by the Board of Directors from time to time and communicated to owners via an updated moving policy or otherwise published to the membership. The elevator use must be scheduled with the Management Company. All moves must be through the loading dock in the rear of the building. Moving in or out through the front lobby or any other door is strictly prohibited. A more complete description of the rules and regulations governing moves in and out of the building are set forth in the Association's moving policy.

## **ASSOCIATION**

31. All charges and assessments imposed by the Association are due and payable on the first day of each month, unless otherwise specified. Payment shall be made at the Managing Agent's office by check or money order, payable to the Condominium. Cash will not be accepted.

32. Complains regarding the management of the Condominium or regarding actions of other unit owners shall be made in writing to the Managing Agent or the Board of Directors. No unit owner shall direct, supervise, or in any manner attempt to assert control over or request favors of any employee of the Managing Agent or the Unit Owners Association.

### **CONSIDERATION IN USE OF UNITS**

33. All persons shall be properly attired when appearing in any of the following portions of the Property: public halls, community buildings, and any other public spaces of the Condominium.

34. All radio, television, or other electrical equipment of any kind or nature installed or used in each unit shall fully comply with all rules, regulations, requirements, or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the unit owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such unit.

35. Unit owners are cautioned against excessive use of soaps and other detergents in their appliances or plumbing apparatus which may cause overflow of suds on any unit or in any central waste disposal system. Detergents and soaps shall be used only pursuant to manufacturer's directions.

36. Unit doors opening into the public halls and building entry doors shall be kept closed and secured at all times except when in use. Windows and kitchen doors must be kept closed during air-conditioning season while an air conditioner is in use in order to prevent condensation from forming in the unit's cooling mechanism and causing damage to carpets and floors.

37. Wentworth Place has implemented a No-Smoking ban throughout the property. Smoking of any kind is strictly prohibited in units, common elements, limited common elements and parking areas.

### **GENERAL**

38. The planting of plants, flowers, trees, shrubbery, and crops of any type is prohibited anywhere on the common elements without the prior written consent of the Board of Directors. No fences may be erected around or on the common elements.

39. Solicitors are not permitted in the building. If any unit owner is contacted by a solicitor on the Property, the Managing Agent and Arlington County Police must be notified immediately.

40. The installation of additional major appliances in any unit is prohibited. Such prohibited appliances include, but are not limited to, washing machines, dryers and additional dishwashers. Replacement of existing major appliances with comparable equipment is permitted subject to the prior written approval of the Board of Directors or the Covenants Committee, as appropriate.

**WENTWORTH PLACE, A CONDOMINIUM  
UNIT OWNERS ASSOCIATION**

**RESOLUTION ACTION RECORD  
(Rules and Regulations October 2019)**

Duly adopted at a meeting of the Board of Directors held on 24 Oct 2019

Motion by: Brian Evans Seconded by: Donald Reinecker

VOTE:	YES	NO	ABSTAIN	ABSENT
<u>Brian Evans</u> President	X			
<u>[Signature]</u> Vice President	X			
<u>C. Schipoulos</u> Secretary	✓			
<u>D. Shome</u> Treasurer	X			
<u>Donald Reinecker</u> Director	X			
<u>Justin Baker</u> Director	X			
<u>Laura Newirth</u> Director				✓
<u>Theresa Meyers</u> Director				✓
<u>Caitlin Franz</u> Director				✓

ATTEST:

C. Schipoulos  
Secretary

10/24/19  
Date

Resolution effective: November 1st, 2019



**FOR ASSOCIATION RECORDS**

I hereby certify that a copy of the foregoing revised Rules and Regulations effective November 1, 2019, has been emailed/mailed to all owners of the Wentworth Place, A Condominium of the Unit Owners' Association at their addresses of record on this 30<sup>th</sup> day of October, 2019.



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Paul Genebroso, GHCM Property Manager