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# House Rules & Regulations

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## HUNTER PLACE CONDOMINIUM 2201/2215 Hunter Place Condominium Washington, DC

February 2008

**Management Company:**

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**List-serv:** Join the Hunter Place list-serv to find out important information about our community or communicate with other residents. To join, go to Yahoo! Groups: <http://groups.yahoo.com>, register, and subscribe to \_\_\_\_\_.

# Hunter Place Condominium House Rules and Regulations

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## **Hunter Place Condominium House Rules and Regulations**

### **I. Introduction**

The purpose of the House Rules and Regulations is to promote the principles of condominium living: to allow people to live together with as few problems as possible. The Rules and Regulations clarify the responsibilities each resident has to the other residents and to the property. They are intended to outline the expectations of residents, keep our costs down, and enhance the value of our condominium. The Board may revise the Rules and Regulations periodically. Written notice will be provided to all unit owners prior to the enactment of any revisions.

The Rules and Regulations apply to the condominium in general, the common areas we share, the limited common elements, and the individual units. These rules apply to all unit owners, to their tenants, and to the families, guests, and employees of unit owners and tenants.

These House Rules have been established to assure an enjoyable environment for all residents at the Hunter Place Condominium. Failure to comply with these rules may result in fines for owners or in the case of violations by tenants, their eviction.

**Rule 1 - Common Areas:**

The halls, walkways, stairways, and front entranceways are general common areas and should at all times be available for use by all residents. The use or storage of bicycles, baby carriages, sleds or other personal furnishings or equipment in these areas is prohibited. The Board of Directors has the right to impound any article in these areas, but assumes no liability for any damage caused to the impounded article(s). Damages to the common elements by unit owners or their tenants, guests, children, employers, or pets will be the responsibility of the unit owner.

Do not leave unwanted mail flyers or garbage on the floor, under the mailboxes, or in any other common areas. Please do not remove signs posted by the Board and do not post any signs on the doors or near the mailboxes without approval of the Board. All signs approved by the board should identify their authors.

Nothing may be attached to or placed on any part of the buildings' common areas (including limited common areas, e.g., hallways, and grounds) without explicit permission from the Board of Directors. This restriction includes, but is not limited to, satellite dishes, antennas, and wires external to individual units.

**Rule 2 - Fire Safety, Security Cameras, Fire Escapes, and Porches:**

Owners are responsible for keeping and maintaining in operation smoke detectors within their units. In case of fire, use the fire exit closest to your unit. When you are safely outside the building, call 911. Note: It is important to call 911 as all smoke detectors and the fire alarm system are not connected electronically to the fire department.

**Rule 3 - Garbage:**

Trash dumpsters are provided for residents in the rear parking area.

Our regular trash collection contract does not include bulk trash removal, and unit owners responsible for dumping bulk trash anywhere on site during unscheduled pickup periods will be charged extra (including applicable fines and the cost of removing the bulk trash). Examples of bulk trash include major appliances, furniture, televisions, Christmas trees, and bulk residue (like drywall and lumber, or other commercial, industrial, or manufacturing waste).

**Rule 4 – Keys/Gate Remotes:**

No emergency lockout service is provided. Management **will not** provide copies of actual individual unit keys.

Transfer of keys and gate remotes to new owners and/or tenants is the sole responsibility of the current owner. The Hunter Place Condominium Association will not provide any keys/gate remotes to any new owner or tenant.

The Hunter Place Condominium Association has developed the following policy regarding the acquisition and use of keys and gate remotes.

1. All owners of residential units may request additional/replacement keys or gate remotes by completing and signing a standard form of Key Request. These forms are available from management. Unit owners must have a valid HUD-1 settlement statement on file with management and show proof of identity (valid ID and copy of ID) before additional keys or gate remotes will be issued. Management and Hunter Place's board has the right to refuse the issuance of additional or replacement keys/gate remotes if it is determined, at the sole discretion of management, that any particular request is not sustained by a justifiable need. A refusal by Management to issue additional keys/gate remotes may be appealed to the Board of Directors.
2. Charges for keys and gate remotes are payable in cash, check or money order, in advance, upon request for issuance of each additional key/gate remote.

## **Rule 5 - Move In and Out:**

1. **Prior Arrangements with Building Management.** Before moving into or out of The Hunter Place, the owner or occupant shall make prior application and arrangements with the Property Manager. The date and hours of the move must be scheduled in advance. Moving hours are 8 AM to 5 PM Sunday through Saturday.
2. **Responsibility for Damages Caused by Moving.** Applications for moving into the Condominium must be accompanied by a moving fee of \$100 payable to the Hunter Place Condominium. (The moving fee may be refunded if there are no damages to the common areas as a result of the move.) The cost of repair of all damage to the common elements resulting from moving into or out of the Condominium and/or carrying of furniture or other articles shall be paid for by the occupant responsible for such damage.
3. **Unscheduled Moves.** Any unscheduled moves will subject the Unit Owner and/or his Tenant to be assessed the \$100 move in fee (if applicable) and an additional fee of \$25, after notice and an opportunity to be heard at a regularly scheduled board meeting.

**Rule 6 - Noise and Nuisance:**

Please be considerate of your neighbors. Noise travels easily between units. Unreasonable disturbances, including but not limited to, slamming doors, loud music, congregating in hallways, walking heavily on your floor, leaving your individual door open and talking to neighbors across the hallway, noisy pets, and conducting night time repairs and night time maintenance are not acceptable.

As stated in the Bylaws, Unit Owners, and their tenants, are required to cover 80% of the floor space to reduce noise to the units below. Any complaints about noise should be addressed to the Unit Owners and followed up with the Property Manager should the complaint be unresolved.

**Rule 7 - Parking:**

The parking spaces are owned by individual unit owners and were purchased with individual condo units. If you do not own a parking space or your landlord did not lease a parking space for you, you may not park in one of these spaces or on the parking lot, for any reason, or at any time, unless given permission by the owner of a specific space. Owners of these spaces have the right to have cars parked improperly in their parking space(s) ticketed and towed without warning. The Association is not liable for any towing initiated by a unit owner.

In order to comply with the District of Columbia's ticketing guidelines, each unit owner will be given a parking permit, which **MUST** be visibly displayed while parked on the lot. All cars on the parking lot without a parking permit will be ticketed and towed.

## **Rule 8 - Pets:**

No animals of any kind shall be raised, bred or kept in the building, except that of dogs, cats and other household pets subject to such rules and regulations as may be adopted by the Association and provided they are not kept, bred or maintained for any commercial purpose, or in unreasonable numbers. Notwithstanding the foregoing, no animals may be kept on the Property which could result in an annoyance or are obnoxious to residents in the vicinity.

The Hunter Place Condominium Association has developed specific rules and regulations governing pets. They are as follows:

1. The Board has extended permission to DC Animal Control to enforce all applicable portions of DC Law in regards to all animals and pets within the common areas.
2. Pets may not run at large at the Hunter Place. A pet is "at large" when not restrained by a leash and controlled by a responsible person as defined by DC Code.
3. All pets must have appropriate shots, licenses and tags as required by DC Law.
4. Pet waste must always be picked up and disposed of properly. Do not throw pet waste onto the common areas or onto the property of others. Pet waste and kitty litter must be disposed of in a tightly sealed plastic bag and placed in the trash dumpster in dispensers provided for regular trash.
5. Pet owners should ensure that their pets are not a nuisance to other residents in the building and the community. Examples of a "nuisance" are excessive barking, crying, scratching or being hygienically offensive.
6. Pets shall not be chained or leashed in any common areas.
7. Pet owners are liable for all costs of repairing damage to common areas caused by their pets.
8. Pets may not be groomed on common areas.
9. Residents should report any violations of the above items to DC Animal Control and to management.
10. Pet owners must assume full responsibility for personal injuries or property damage caused by their pets. Each pet owner agrees to indemnify the Unit Owners Association and the management company and hold them blameless against any loss, claim, or liability of any kind or character whatsoever, arising from the privilege of keeping a pet in the condominium.
11. All pets residing in the Hunter Place Condominium must be registered with the management office. If you do have a pet(s), please notify management so that in case of emergency we will be aware of this. Forms will be provided.

**Rule 9 - Plumbing:**

All plumbing leaks and malfunctions in the common elements must be reported to the management company at once. This includes leaky roofs, water from air conditioners seeping down through floors, and common element plumbing within the walls. Plumbing leaks and malfunctions within the units are the responsibility of the individual owners and their tenants and should be dealt with and billed by their own plumbers.

**Rule 10 - Roof Access:**

Access to the roof is prohibited without the written authorization of the Board of Directors. Repair persons that need to access the roof may obtain access by contacting the management company in advance (i.e. minimum two (2) days notice). Unit owners are responsible for the repairperson and any damage or liability that occurs during his visit.

**Rule 11 - Storage Rooms:**

Storage rooms are considered common areas. There are to be no personal belongings stored in the common area of the storage room. Any objects found in the storage room will be discarded immediately. Any fees associated with the removal of an Unit Owner's, or tenant's, personal belongings, will be assessed to the current Unit Owner. This includes the removal of objects in common areas, and if necessary in the individual storage units. It is the Unit Owner's responsibility to maintain a properly locked, orderly, hygienic storage unit. Any complaints regarding storage rooms or individual storage units should be addressed with the Property Manager.

## **Rule 12 – Notification of New Rental/Sale:**

Consistent with, and in addition to, the leasing provision of Section \_\_\_\_\_ of the Bylaws, any Unit Owner who rents his/her Unit must submit a signed lease document to the management company within seven (7) days of its execution. The lease must include a fully executed "Lease Addendum", the contents of which may be amended from time to time by Resolution of the Board. The rules and procedures of the Lease Addendum are incorporated by reference within these House Rules and Regulations.

### **Rule 12(a) – Agent, Signs and Lockboxes**

Owners must contact the management office prior to placing their units on the market for rent or for sale. This notification must be done in writing via fax at (202) 265-0963 or via email at [chester.ransom@esquirefederalcity.com](mailto:chester.ransom@esquirefederalcity.com). This notification must include the date the property is being placed on the market and the name of the Realtor (Agent).

Owners must inform Agents of the requirement to coordinate sales and rentals with management. Once notified, Agents must contact management to acknowledge that they are the representing Agent for the unit. Management will then forward a form to the Agent to complete for placing the unit on the market. The Agent may not market the unit within Hunter Place until the form is completed.

In addition, no marketing signs may be placed on the Property or in the windows of units. Reasonable advertisements may be posted if an exact copy is provided to, and approved by, management. Temporary signs (e.g., sidewalk signs) are permitted during open houses but all signs must be removed immediately after each open house.

Lockboxes may be placed on the cast iron fence between the front entrance of the condominium building and the public sidewalk once the Agent is registered with management. Agents must provide the lockbox serial number to management, which must be clearly identifiable on the lockbox. Lockboxes must also have the Agent's business card securely affixed to the lockbox. Lockboxes must be removed within seven (7) days of settlement or upon renting, or the Agent will be charged with a removal fee of \$25.00. The Agent's violation of this rule may result in a charge of \$25.00 per violation per day. Owners are otherwise responsible for their Agent's actions if the Agent fails or refuses to sign the form. Neither management nor the Association shall be responsible for the removal of unauthorized advertisements or lockboxes. Agents will not be able to sell or rent another unit at the Hunter Place until all outstanding Agent charges are paid in full.

### **Rule 12(b) – Lease Addendum:**

See Pages 21 and 22 for Lease Addendum form.

(do we want to keep this in the document?) It would be nice to have a courtyard ☺  
I think this should be taken out--Jason

**Rule 13 – Courtyard Rules:**

1. Please be considerate of your neighbors by keeping noise levels and other disturbances to a minimum.
2. The courtyard is for the private use of The Hunter Place Condominium residents and their guests.
3. Guests must be accompanied by a resident.
4. Picnic area hours are from 10:00 a.m. to 10:00 p.m. daily.
5. Use of the grill and picnic table is on a first come, first served basis. There is a maximum of one hour use of the grill if another person is waiting.
6. Please keep the grill clean for others.
7. Please put all trash in the trash receptacle. Remember to recycle glass bottles and plastic containers (Codes 1-7).
8. Be sure to take all personal belongings with you when you leave.

**Rule \_\_\_\_\_ – Rule Enforcement:**

The Board has the discretion to determine the sanctions, if any, which will be assessed for the violation of these rules and/or the Hunter Place's governing documents. Violators have the right to submit a written explanation contesting the fine to the Board and/or Management Company within two weeks of the penalty issuance. In addition, violators have the right to address the Board at the next meeting of the Board of Directors. Among other penalties, the Board is authorized to levy fines (not to exceed \$25.00 per day per incident) and assess charges for damages and financial loss, after notice and an opportunity to be heard. Other sanctions include, but are not limited to, revoking voting or other common area privileges. In addition, the Board may institute legal proceedings to enforce the governing documents and these rules, in which event any costs (including legal fees) will be charged to the Unit Owner.

**Schedule of Charges:**

Move-in Fee	\$100.00
Unscheduled Move	\$25.00
Additional/Replacement Back Gate Key	\$25.00
Late Fee Assessment (assessed each month an outstanding balance exists)	\$25.00 (plus applicable interest on balance)
Violation of Any House Rule and/or the Hunter Place's Governing Documents (By-laws)	\$25.00 (per day, per incident)

**I took out references to a “key fob”—we really don’t have one of those—each unit owner is responsible, as far as I’m concerned—with keeping his/her remote controls for the parking gate and replacing them if necessary—  
Jason**

Adopted by:

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*Signature*

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*Date*

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*Signature*

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*Date*

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*Signature*

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*Date*

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*Signature*

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*Date*

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*Signature*

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*Date*

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## HUNTER PLACE CONDOMINIUM ASSOCIATION

### LEASE ADDENDUM

1. All tenants must comply with all rules and regulations of the Hunter Place Condominium. These rules and regulations are set forth in the Hunter Place Condominium's By-laws, Declaration, and House Rules and Regulations.
2. It is the tenant's responsibility to schedule moves (both in and out of the building) with the management company. Scheduling a move-in is done as follows:
  - a. Present a lease and signed Lease Addendum in person or by mail to the management office within seven (7) days after execution.
  - b. Present a move in fee of \$100.00 with your lease, payable to the Hunter Place Condominium Association.
  - c. No moving date will be scheduled prior to the receipt of the lease and Lease Addendum, appropriate fees, and contact information (i.e. home and work telephone numbers, email address, and any other form of contact for both the tenant(s) and owner(s)).
  - d. Failure to provide a lease, Lease Addendum, telephone numbers, and move-in fee prior to a move will cause the unit to be assessed an additional fee of \$25.00.
3. The tenants or landlord must provide the management with copies of current keys for all unit entry doors and, if applicable, the code for the unit's burglar alarm or security system (see By-laws section \_\_\_\_\_).
4. Tenants and landlords agree that in the event that the landlord becomes delinquent in the payment of condominium fees and assessments to the Hunter Place Condominium Association, the tenant shall pay all due rent to the Hunter Place Condominium Association until such delinquency is paid. In such instances, the Board of Directors will notify both the landlord and the tenant in writing, and will take no further action to obtain payment directly from the tenant. During such a period, payment of rent to the Hunter Place Condominium Association shall be deemed payment in full to the landlord, who shall have no recourse against the tenant for any other payment of rent.
5. The lease is subject and subordinate to the provisions of the declaration (together with any and all exhibits, schedules or certificates hereto), the By-laws, and any house rules of the Hunter Place Condominium, as the same may be amended from time to time. In the event of any inconsistency between the lease and the provisions of the declaration, the By-laws, or any House Rules and Regulations, the provisions of the Declaration, the By-laws, or the House Rules and Regulations shall prevail.
6. Any failure by the tenant to comply with the terms of the Hunter Place Condominium rules and regulations shall constitute a default under the lease.
7. In the event of a default by the tenant in the performance of the lease, or a violation of the declaration, the By-laws, or any House Rules and Regulations, the Board of Directors shall have the power to terminate the lease and to bring summary proceedings to evict the tenant in the name of the landlord.

We, the undersigned, having read the preceding Lease Addendum, agree to abide by its terms, and by all other rules of the Hunter Place Condominium Association.

**Landlord:** Name \_\_\_\_\_ Date \_\_\_\_\_

E-mail Address \_\_\_\_\_ Home Phone \_\_\_\_\_

Signature \_\_\_\_\_ Work Phone \_\_\_\_\_

**Tenant:** Name \_\_\_\_\_ Date \_\_\_\_\_

E-mail Address \_\_\_\_\_ Home Phone \_\_\_\_\_

Signature \_\_\_\_\_ Work Phone \_\_\_\_\_

**Tenant:** Name \_\_\_\_\_ Date \_\_\_\_\_

E-mail Address \_\_\_\_\_ Home Phone \_\_\_\_\_

Signature \_\_\_\_\_ Work Phone \_\_\_\_\_

**Hunter Place Condominium Association:**

By: \_\_\_\_\_ Date \_\_\_\_\_