

Articles of Incorporation
3901 Connecticut Avenue Condominium

Order: 3HH97QX9D
Address: 3901 Connecticut Ave NW Apt 308
Order Date: 10-08-2019
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This document is currently either not available or not applicable for this association.

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Bylaws Amendments
3901 Connecticut Avenue Condominium

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Address: 3901 Connecticut Ave NW Apt 308
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3901 CONNECTICUT AVENUE CONDOMINIUM

AMENDMENT TO BYLAWS

THIS AMENDMENT is made, effective as of June 21, 2003 by **THE 3901 CONNECTICUT AVENUE CONDOMINIUM UNIT OWNERS ASSOCIATION** ("Association").

RECITALS

A. Certain Condominium Instruments, establishing 3901 Connecticut Avenue Condominium ("Condominium") on improved real property previously designated as Lot 2, Square 2234 in the District of Columbia, were recorded on November 1, 1999, as Instrument No. 990009141 in the office of the Recorder of Deeds of the District of Columbia.

B. One of such recorded Condominium Instruments is the Bylaws ("Bylaws") of the Association.

C. The Association has determined that certain provisions in the Bylaws require revision.

D. The owners of units representing not less than 66 2/3% of the total votes in the Condominium have agreed to the amendments set forth in this instrument, in accordance with Article 13 of the Bylaws and Section 42-1902.27(b) of the District of Columbia Condominium Act; and

E. The amendments set forth herein do not impair or affect any of the rights, priorities, remedies or interests of any mortgagee of a unit, and no mortgagee approval of the amendments set forth herein is required.

NOW, THEREFORE, the Bylaws are hereby amended as follows:

1. Section 4.3.5 is hereby deleted in its entirety, and the following is inserted in its place:

4.3.5 Voting. Each Unit is allocated a number of votes in the Association equal to the Par Value assigned to that Unit in the Declaration and set forth in Exhibit B to the Declaration. Each Unit Owner is entitled to cast the votes allocated to his Unit. Since a Unit Owner may be more than one person, if only one of such persons is present at a meeting of the Association, that person shall be entitled to cast the votes allocated to

that Unit. But if more than one of such persons is present, the votes allocated to that Unit shall be cast only in accordance with the agreement of a majority of them, and such agreement shall be conclusively presumed if any one of them purports to cast the votes allocated to that Unit without protest being made forthwith by any of the others to the person presiding over the meeting. Subject to the quorum requirement, and except for the election of directors, which shall be by plurality vote, as set forth in Section 5.3, decisions or actions of the Association shall be taken by a majority of the votes cast in person or by proxy, unless a greater number is required by the Condominium Act, the Declaration, or these Bylaws. If the Declarant owns or holds title to any Unit, the Declarant shall have the right to cast votes assigned to that Unit.

2. Section 4.3.7 is hereby deleted in its entirety, and the following is inserted in its place:

4.3.7 Quorum. The presence in person or by proxy of the Unit Owners entitled to cast at least 35% of the votes in the Association shall constitute a quorum for the conduct of business. A quorum shall be deemed to be present throughout a meeting of the Association until adjournment if persons entitled to cast at least 35% of the votes are present in person or by proxy at the beginning of such meetings. If a meeting cannot be organized because a quorum is not present, the Unit Owners present may recess the meeting from time to time until a quorum is present, whereupon any business may be transacted that may have been transacted at the meeting as originally called. No further notice thereof shall be required.

3. Section 7.10 is hereby deleted in its entirety, and the following is inserted in its place:

7.10 Right of Access

Each resident grants a right of access to his Unit to the Board of Directors, the Managing Agent and to any other person authorized by the Board of Directors for the purpose of making inspections, or correcting any condition originating in his Unit and threatening another Unit or a Common Element or performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in his Unit or elsewhere in the Building, or correcting any illegal condition which violates the provisions of any mortgage covering another Unit, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the resident. In case of an emergency, such right of entry shall be immediate whether or not the resident is present at the time. Residents will be left documentation in their Units of all entries into their Units (regardless of reason). Documentation will include date and time of entry and exit, purpose of entry, and who entered.

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4. Section 9.3 is hereby deleted in its entirety, and the following is inserted in its place:

9.3 Trash No clothing, laundry, rugs or wash shall be hung from or spread upon or from any window or exterior portion of a Unit or in or upon any Common Element. All refuse and trash shall be placed in plastic bags, tied up securely, and deposited in bins or chutes designated for such purposes. Trash is not to be left on the floor of the individual garbage rooms located on each floor.

5. Section 9.4 is hereby deleted in its entirety, and the following is inserted in its place:

9.4 Pets

(a) Common household pets (such as birds, cats, dogs, and fish) may be kept in Units so long as their presence does not interfere with other residents' quiet enjoyment of their property. Any resident who keeps or maintains any household pet in a Unit shall be responsible, and may be assessed by the Board of Directors, for any costs incurred by the Condominium in enforcing these Bylaws or any Rules and Regulations adopted by the Board of Directors for the regulation of pets and for the cost of repairing any damage caused by such household pet to the Common Elements. All pet owners are responsible for cleaning up after their pets on the grounds and in common areas of the Condominium and must abide by the pet policies detailed in the Rules and Regulations. If the Board of Directors determines that a resident's pet is an unreasonable nuisance or annoyance to other residents, the Board of Directors may require permanent removal of the pet from the Condominium.

(b) In no case shall any resident keep or maintain more than a total of two cats or two dogs or one dog and one cat in a Unit. All residents are permitted to keep the pet(s) that they had prior to February 1, 2002, provided, however, that all pets must be registered with the Managing Agent not later than 30 days after February 1, 2002.

6. Section 9.5 is hereby deleted in its entirety, and the following is inserted in its place:

9.5 Noise Unit Owners, residents, and lessees shall exercise extreme care to avoid unnecessary noise or the use of musical instruments, radios, televisions and amplifiers that may disturb other Unit Owners. Residents with complaints about noise are urged to speak to the offending party. In the event this proves to be unsuccessful or is otherwise impractical, a written complaint shall be filed with the Managing Agent.

7. Section 9.14 is hereby deleted in its entirety, and the following is inserted in its place:

9.14 Leasing

A Unit Owner shall not lease his Unit for a term of less than six (6) months (or any other minimum Unit leasing term established by the Board of Directors) and shall not lease his Unit for a term of more than one year. A fully conformed copy of said lease or renewal thereof shall be delivered to the Board of Directors within 7 days after execution. The restrictions contained in this subsection shall not apply to any of the following Units during the time that they are owned by 3901Connecticut L.L.C. and occupied by the original tenants pursuant to the Individual Tenant Agreement - Rental Option entered into between the parties: 101, 105, 108, 109, 208, 301, 305, 408, 409, 500, 501, 502, 504, 506, 508, and 509. A Unit Owner is responsible for the actions of said Owner's tenants. A Unit Owner is responsible for providing copies of the Bylaws and Rules and Regulations to his tenant. A Unit Owner will also be responsible for providing the Managing Agent with a signed acknowledgment from the tenant of receipt and understanding of the Bylaws and Rules and Regulations. No Unit Owner shall lease his Unit if it results in more than 40% of the Units at the building being occupied by non-owners. No sub-leases are permitted by a lessee (tenant). After notifying the Owner of a Unit or parking space, either orally or in writing, the Board of Directors has the power to terminate a lease of a Unit or parking space or to bring summary proceedings to evict the tenant in the name of the lessor thereunder, in the event of a default (including a breach of these Bylaws or the Rules and Regulations) by the tenant in the performance of said lease. No Unit may be rented for transient or hotel purposes. Non-resident owners must provide their mailing address to the Managing Agent. The restrictions of this paragraph (9.14) shall not apply to any mortgagee who comes into possession of a Unit pursuant to a foreclosure sale, judicial sale or transfer or conveyance in lieu of foreclosure.

Except as modified herein, all of the provisions of the Bylaws are hereby expressly ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been signed by the President of the Association, who has been duly appointed as attorney-in-fact to sign this Amendment on behalf of the Association, on the date first set forth above.

3901 CONNECTICUT AVENUE CONDOMINIUM
UNIT OWNERS ASSOCIATION

By: _____

Ron Correa, President

Order: 3HH97QX9D

Address: 3901 Connecticut Ave NW Apt 308

Order Date: 10-08-2019

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District of Columbia) ss:

I, a Notary Public in and for the District of Columbia, do hereby certify, that on this 21st day of June, 2002, Ron Correa, the President of the 3901 Connecticut Avenue Condominium Unit Owners Association, personally appeared before me in said District, such person being personally well-known to me as, or proved by the oath of credible witnesses to be, the person who signed the foregoing instrument as attorney-in-fact for the 3901 Connecticut Avenue Condominium Unit Owners Association, and acknowledged the foregoing instrument to be his act and deed, on behalf of the 3901 Connecticut Avenue Condominium Unit Owners Association.

 [Seal]
Notary Public

My commission expires:

SUSAN L. CRAMER
Notary Public District of Columbia
My Commission Expires Nov. 14, 2005

Doc# 2002074241

Book:

Pages: -

Filed & Recorded

06/25/2002 01:12:43 PM

HENRY RILEY

RECORDER OF DEEDS

WASHINGTON D.C. RECORDER OF DEEDS

RECORDING	\$	30.00
SURCHARGE	\$	5.00

WA COMMERCIAL DISTRICT NOV 14 2002
HONOLULU DISTRICT OF COURTS
RECEIVED

Order: 3HH97QX9D

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Marquis Ellis

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY

Barry Todd

Recorder of Deeds, D.C.

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Bylaws
3901 Connecticut Avenue Condominium

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3901 CONNECTICUT AVENUE CONDOMINIUM

AMENDMENT TO BYLAWS

THIS AMENDMENT is made, effective as of June 21, 2003 by **THE 3901 CONNECTICUT AVENUE CONDOMINIUM UNIT OWNERS ASSOCIATION** ("Association").

RECITALS

A. Certain Condominium Instruments, establishing 3901 Connecticut Avenue Condominium ("Condominium") on improved real property previously designated as Lot 2, Square 2234 in the District of Columbia, were recorded on November 1, 1999, as Instrument No. 990009141 in the office of the Recorder of Deeds of the District of Columbia.

B. One of such recorded Condominium Instruments is the Bylaws ("Bylaws") of the Association.

C. The Association has determined that certain provisions in the Bylaws require revision.

D. The owners of units representing not less than 66 2/3% of the total votes in the Condominium have agreed to the amendments set forth in this instrument, in accordance with Article 13 of the Bylaws and Section 42-1902.27(b) of the District of Columbia Condominium Act; and

E. The amendments set forth herein do not impair or affect any of the rights, priorities, remedies or interests of any mortgagee of a unit, and no mortgagee approval of the amendments set forth herein is required.

NOW, THEREFORE, the Bylaws are hereby amended as follows:

1. Section 4.3.5 is hereby deleted in its entirety, and the following is inserted in its place:

4.3.5 Voting. Each Unit is allocated a number of votes in the Association equal to the Par Value assigned to that Unit in the Declaration and set forth in Exhibit B to the Declaration. Each Unit Owner is entitled to cast the votes allocated to his Unit. Since a Unit Owner may be more than one person, if only one of such persons is present at a meeting of the Association, that person shall be entitled to cast the votes allocated to

that Unit. But if more than one of such persons is present, the votes allocated to that Unit shall be cast only in accordance with the agreement of a majority of them, and such agreement shall be conclusively presumed if any one of them purports to cast the votes allocated to that Unit without protest being made forthwith by any of the others to the person presiding over the meeting. Subject to the quorum requirement, and except for the election of directors, which shall be by plurality vote, as set forth in Section 5.3, decisions or actions of the Association shall be taken by a majority of the votes cast in person or by proxy, unless a greater number is required by the Condominium Act, the Declaration, or these Bylaws. If the Declarant owns or holds title to any Unit, the Declarant shall have the right to cast votes assigned to that Unit.

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5. Section 9.4 is hereby deleted in its entirety, and the following is inserted in its place:

9.4 Pets

(a) Common household pets (such as birds, cats, dogs, and fish) may be kept in Units so long as their presence does not interfere with other residents' quiet enjoyment of their property. Any resident who keeps or maintains any household pet in a Unit shall be responsible, and may be assessed by the Board of Directors, for any costs incurred by the Condominium in enforcing these Bylaws or any Rules and Regulations adopted by the Board of Directors for the regulation of pets and for the cost of repairing any damage caused by such household pet to the Common Elements. All pet owners are responsible for cleaning up after their pets on the grounds and in common areas of the Condominium and must abide by the pet policies detailed in the Rules and Regulations. If the Board of Directors determines that a resident's pet is an unreasonable nuisance or annoyance to other residents, the Board of Directors may require permanent removal of the pet from the Condominium.

(b) In no case shall any resident keep or maintain more than a total of two cats or two dogs or one dog and one cat in a Unit. All residents are permitted to keep the pet(s) that they had prior to February 1, 2002, provided, however, that all pets must be registered with the Managing Agent not later than 30 days after February 1, 2002.

6. Section 9.5 is hereby deleted in its entirety, and the following is inserted in its place:

9.5 Noise Unit Owners, residents, and lessees shall exercise extreme care to avoid unnecessary noise or the use of musical instruments, radios, televisions and amplifiers that may disturb other Unit Owners. Residents with complaints about noise are urged to speak to the offending party. In the event this proves to be unsuccessful or is otherwise impractical, a written complaint shall be filed with the Managing Agent.

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9.14 Leasing

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Except as modified herein, all of the provisions of the Bylaws are hereby expressly ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been signed by the President of the Association, who has been duly appointed as attorney-in-fact to sign this Amendment on behalf of the Association, on the date first set forth above.

3901 CONNECTICUT AVENUE CONDOMINIUM
UNIT OWNERS ASSOCIATION

By: _____

Ron Correa, President

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District of Columbia) ss:

I, a Notary Public in and for the District of Columbia, do hereby certify, that on this 21st day of June, 2002, Ron Correa, the President of the 3901 Connecticut Avenue Condominium Unit Owners Association, personally appeared before me in said District, such person being personally well-known to me as, or proved by the oath of credible witnesses to be, the person who signed the foregoing instrument as attorney-in-fact for the 3901 Connecticut Avenue Condominium Unit Owners Association, and acknowledged the foregoing instrument to be his act and deed, on behalf of the 3901 Connecticut Avenue Condominium Unit Owners Association.

 [Seal]
Notary Public

My commission expires:

SUSAN L. CRAMER
Notary Public District of Columbia
My Commission Expires: Nov. 14, 2005

Doc# 2002074241

Book:

Pages: -

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HENRY RILEY

RECORDER OF DEEDS

WASHINGTON D.C. RECORDER OF DEEDS

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Marquis Ellis

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY

Barry Todd

Recorder of Deeds, D.C.

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LT1-5-2005034448-1



LT2-0-0-3

3901 CONNECTICUT AVENUE CONDOMINIUM

AMENDMENT TO BYLAWS

THIS AMENDMENT is made, effective as of February 22, 2005, by
THE 3901 CONNECTICUT AVENUE CONDOMINIUM UNIT OWNERS ASSOCIATION
("Association").

RECITALS

A. Certain Condominium Instruments, establishing 3901 Connecticut Avenue Condominium ("Condominium") on improved real property previously designated as Lot 2, ✓
Square 2234 in the District of Columbia, were recorded on November 1, 1999, as Instrument
No. 990009141 in the office of the Recorder of Deeds of the District of Columbia.

B. One of such recorded Condominium Instruments is the Bylaws ("Bylaws") of
the Association.

C. The Association has determined that certain provisions in the Bylaws require
revision.

D. The owners of units representing not less than 66 2/3% of the total votes in the
Condominium have agreed to the amendments set forth in this instrument, in accordance
with Article 13 of the Bylaws and Section 42-1902.27(b) of the District of Columbia
Condominium Act; and

E. The amendments set forth herein do not impair or affect any of the rights,
priorities, remedies or interests of any mortgagee of a unit, and no mortgagee approval of the
amendments set forth herein is required.

NOW, THEREFORE, the Bylaws are hereby amended as follows:

1. Section 5.3 of the Bylaws is hereby deleted in its entirety, and the following is inserted
in its place:

5.3 Number and Election of Directors from and after the First Annual Meeting of
the Association.

From and after the first annual meeting of the Association, the number of
directors which constitutes the entire Board of Directors shall remain five
(5). The candidates receiving the highest number of votes up to the
number of directors to be elected shall be elected. A director must be a
Unit Owner, or the spouse or domestic partner of a Unit Owner. At the
2004 annual meeting, the three candidates receiving the highest numbers
of votes shall be elected to two-year terms, and the remaining two

20 ✓

successful candidates shall be elected to one-year terms. Thereafter, subject to the provisions of Section 5.2, all directors shall be elected to two-year terms. A person shall cease to be a director at such time as he ceases to be a Unit Owner or a resident of the Condominium as the case may be. A director shall hold office until his successor is elected and qualified.

2. Section 5.5 of the Bylaws is hereby deleted in its entirety, and the following is inserted in its place:


5.5 Vacancies.

Except as provided in Section 5.2, a vacancy on the Board of Directors caused by any reason, other than removal of a director by a vote of the Association, shall be filled by a vote of the majority of the remaining directors, even though they constitute less than a quorum; and each person so elected shall serve until the next annual meeting of the Association and until his successor is elected. A vacancy occurring on the Board of Directors by reason of an increase in the number of directors constituting the entire Board of Directors or by reason of the removal of a director by a vote of the Association shall be filled by the Association at an annual meeting or at a special meeting called for that purpose. When a successor is elected by the Association to fill a vacancy on the Board of Directors, the successor so elected shall serve for the remaining term of the director whose departure created the vacancy. If the term of the departed director has expired at the time the successor is elected, the successor shall be elected to a two-year term.

Except as modified herein, all of the provisions of the Bylaws are hereby expressly ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been signed by the President of the Association, who has been duly appointed as attorney-in-fact to sign this Amendment on behalf of the Association, on the date first set forth above.

3901 CONNECTICUT AVENUE CONDOMINIUM
UNIT OWNERS ASSOCIATION

By: 
President

District of Columbia) ss:

I, a Notary Public in and for the District of Columbia, do hereby certify, that on this 22 day of February, 2005, Russell Lee, the President of the 3901 Connecticut Avenue Condominium Unit Owners Association, personally appeared before me in said District, such person being personally well-known to me as, or proved by the oath of credible witnesses to be, the person who signed the foregoing instrument as attorney-in-fact for the 3901 Connecticut Avenue Condominium Unit Owners Association, and acknowledged the foregoing instrument to be his act and deed, on behalf of the 3901 Connecticut Avenue Condominium Unit Owners Association.

Yolanda M. Winters [Seal]
Notary Public

My commission expires:

Yolanda M. Winters
Notary Public, District of Columbia
My Commission Expires 08-14-2008

Doc# 2005034448 Fees:\$33.50
03/11/2005 1:40PM Pages 3
Filed & Recorded in Official Records of
WASH DC RECORDER OF DEEDS LARRY TODD

RECORDING
SURCHARGE

\$ 27.00
\$ 6.50

Marquis Ellis
THIS IS TO CERTIFY THAT THIS IS A TRUE COPY

Janet Todd
Recorder of Deeds, D.C.

Order: 3HH97QX9D
Address: 3901 Connecticut Ave NW Apt 308
Order Date: 10-08-2019
Document not for resale
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MAR 24 2010



LT1-5-2006024456-1



LT2-0-0-5

3901 CONNECTICUT AVENUE CONDOMINIUM

AMENDMENT TO BYLAWS

THIS AMENDMENT is made, effective as of February 21, 2006, by
THE 3901 CONNECTICUT AVENUE CONDOMINIUM UNIT OWNERS ASSOCIATION
("Association").

RECITALS

A. Certain Condominium Instruments, establishing 3901 Connecticut Avenue Condominium ("Condominium") on improved real property previously designated as Lot 2, Square 2234 in the District of Columbia, were recorded on November 1, 1999, as Instrument No. 990009141 in the office of the Recorder of Deeds of the District of Columbia.

B. One of such recorded Condominium Instruments is the Bylaws ("Bylaws") of the Association.

C. The Association has determined that certain provisions in the Bylaws require revision.

D. The owners of units representing not less than 66 2/3% of the total votes in the Condominium have agreed to the amendments set forth in this instrument, in accordance with Article 13 of the Bylaws and Section 42-1902.27(b) of the District of Columbia Condominium Act; and

E. The amendments set forth herein do not impair or affect any of the rights, priorities, remedies or interests of any mortgagee of a unit, and no mortgagee approval of the amendments set forth herein is required.

NOW, THEREFORE, the Bylaws are hereby amended as follows:

1. Section 9.14 is hereby deleted in its entirety, and the following is inserted in its place:

9.14 Leasing

9.14.1 Leasing Restrictions

A Unit Owner shall not lease his Unit for a term of less than six (6) months (or any other minimum Unit leasing term established by the Board of Directors) and shall not lease his Unit for a term of more than one year. A fully conformed copy of said lease or renewal thereof shall be delivered to the Board of Directors within 7 days after execution. A Unit Owner is responsible for the actions of said Owner's tenants. A Unit Owner is responsible for providing copies of the Bylaws and Rules and Regulations to his tenant. A Unit Owner will also be responsible for providing the Managing Agent with a signed acknowledgment

from the tenant of receipt and understanding of the Bylaws and Rules and Regulations. -No sub-leases are permitted by a lessee (tenant). After notifying the Owner of a Unit, either orally or in writing, the Board of Directors has the power to terminate a lease of a Unit or to bring summary proceedings to evict the tenant in the name of the lessor thereunder, in the event of a default (including a breach of these Bylaws or the Rules and Regulations) by the tenant in the performance of said lease. No Unit may be rented for transient or hotel purposes. Non-resident owners must provide their mailing address to the Managing Agent. The restrictions of this paragraph (9.14) shall not apply to any mortgagee who comes into possession of a Unit pursuant to a foreclosure sale, judicial sale or transfer or conveyance in lieu of foreclosure.

9.14.2 Limits on Leasing

(1) Each Unit Owner may be provided the opportunity to lease his/her Residential Unit subject to the requirements and limitations set forth in this Subsection. The procedures and restrictions contained in this subsection shall not apply to any of the following Units during the time that they are owned by 3901 Connecticut L.L.C. and occupied by the original tenants pursuant to the Individual Tenant Agreement - Rental Option entered into between the parties: 105, 108, 109, 301, 305, 408, 409, 500, 501, 502, 504, 506, 508, and 509.

(2) Subject to the authority of the Board to make exceptions to prevent unreasonable hardships, at no time shall more than 30% of the Residential Units be leased. When a Unit Owner wishes to lease his/her Residential Unit, the Unit Owner must submit a written request to the Board of Directors for permission to lease the Unit. The Board of Directors shall grant permission if fewer than 30% of the Residential Units are leased at the time. If 30% of the Residential Units are leased at the time, the Board shall not grant permission unless the Board, in its sole discretion, determines that granting permission to the Unit Owner is necessary to prevent an unreasonable hardship to the Unit Owner. Subject to the foregoing, at any time when 30% of the Residential Units are leased, any Unit Owner wishing to lease his/her Residential Unit shall register with the managing agent for the Condominium, and shall have his/her name placed on a waiting list. Unit Owners on the waiting list shall be given notice and a 90-day period in which to lease their Residential Units, at such time when fewer than 30% of the Residential Units are leased, in the order in which their names have been placed on the waiting list. If a Unit Owner who has been given such notice has not leased the Unit within such 90-day period, or does not wish to do so, that Unit Owner's opportunity to lease on that occasion shall terminate. If the Unit Owner wishes to have a future opportunity to lease, the Unit Owner must submit a new written request to the Board of Directors for permission to lease the Unit, and the Unit Owner's name shall be placed at the end of the waiting list. A Unit Owner who has leased his/her Residential Unit shall not subsequently lease the Unit to a different lessee without first following the foregoing procedure to obtain permission to lease the Unit. A Unit Owner shall not permit a change in tenants or any other material change in the occupancy of a leased Residential Unit without prior written approval from the Board of Directors.

(3) Any person who occupies a Residential Unit for an aggregate period of more than 60 days during any 12-month period, while the Owner of the Unit is not a full-time resident in the Unit, shall be deemed to be a lessee of the Unit, whether or not any

compensation or other consideration is paid to the Unit Owner for such occupancy, and whether or not a written lease agreement exists. During such period of occupancy, the Unit shall be deemed to be leased.

(4) The foregoing limits and the other provisions of this Section shall not apply to any Residential Unit owned or held by a First Mortgagee, or to any Residential Unit conveyed to an owner before March 1, 2006, as long as the Residential Unit is owned by the same Unit Owner. The foregoing limits shall apply to any such Unit after a subsequent change in ownership of such Unit.

(5) The Board of Directors shall have authority to adopt and enforce rules, regulations and procedures for the interpretation and implementation of the foregoing restrictions and requirements.

2. Existing Section 9.15 is hereby re-numbered as Subsection 9.15.1, and new Subsections 9.15.2 and 9.15.3 hereby added, as follows:

9.15.2 Sale or Lease of Parking Unit

(a) If a Unit Owner wishes to sell or lease his/her Parking Unit to a person who does not own a Residential Unit in the Condominium, the sale or lease shall be contingent on completion of the procedure set forth in this Subsection. Upon entering into a contract for sale of a Parking Unit or a lease of a Parking Unit, the Unit Owner must give 15 days' written notice of the proposed contract or lease to the Board of Directors (hereinafter referred to as the "Notice"). The Notice shall include the material terms of the sale or lease. A Unit Owner may not lease a Parking Unit for a term of less than six (6) months (or any other minimum Parking Unit leasing term established from time to time by resolution of the Board of Directors) and shall not lease a Parking Unit for a term of more than one year.

(b) After receipt of the Notice, the Association shall send a copy of the Notice to all Unit Owners. Any Unit Owner shall have the right to purchase or lease the Parking Unit on the same terms and conditions as those set forth in the proposed contract of sale or lease. The first Unit Owner who delivers written notice to the Owner of the Parking Unit shall be entitled to exercise this purchase or lease right. If this right is not exercised within the fifteen (15) day period of the Notice, the Owner of the Parking Unit may proceed with the proposed sale or lease of the Parking Unit to a person who does not own a Residential Unit in the Condominium.

(c) The foregoing right of first refusal shall apply to all sales or leases of Parking Units after March 1, 2006, to persons who do not own residential Units in the Condominium. The foregoing right of first refusal shall not apply to any transfer or lease of a Parking Unit to the owner or contract purchaser of a Residential Unit in the Condominium, or to any transfer or lease of a Parking Unit pursuant to a foreclosure sale, judicial sale or transfer or conveyance in lieu of foreclosure.

(d) Non-resident owners and lessees of Parking Units must provide their mailing addresses to the Managing Agent. In the absence of ownership (or tenancy) of a Residential Unit, Parking Unit Owners shall not be entitled to utilize any of the common elements of the Condominium other than those located in the parking area or the driveway providing access to the Parking Units from the public streets. The selling Unit Owner is responsible for providing copies of the Declaration, Bylaws and Rules and Regulations to the lessee or buyer.

(e) Any sale or lease of a Parking Unit not in compliance with this Section shall be null and void.

9.15.3 Additional Parking Unit Leasing Restrictions

A fully conformed copy of any lease or renewal thereof shall be delivered to the Board of Directors within 7 days after execution. A parking space Owner is responsible for the actions of said Owner's tenants. A parking space Owner will also be responsible for providing the Managing Agent with a signed acknowledgment from the tenant of receipt and understanding of the Bylaws and Rules and Regulations. No sub-leases are permitted by a lessee (tenant). After notifying the Owner of a parking space either orally or in writing, the Board of Directors has the power to terminate the lease of a parking space or to bring summary proceedings to evict the tenant in the names of the lessor thereunder, in the event of a default (including a breach of these Bylaws or the Rules and Regulations) by the tenant in the performance of said lease. No parking space may be rented for transient purposes. The restrictions of this paragraph (9.15.3) shall not apply to any mortgagee who comes into possession of a parking space pursuant to a foreclosure sales, judicial sales or transfer or conveyance in lieu of foreclosure.

Any person who occupies a parking space for an aggregate period of more than 60 days during any 12-month period, while the Owner is not a full-time resident shall be deemed to be a lessee of the parking space whether or not any compensation or other consideration is paid to the Owner for such occupancy and whether or not a written lease agreement exists. During such period of occupancy, the parking space shall be deemed to be leased.

Except as modified herein, all of the provisions of the Bylaws are hereby expressly ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been signed by the President of the Association, who has been duly appointed as attorney-in-fact to sign this Amendment on behalf of the Association, on the date first set forth above.

**3901 CONNECTICUT AVENUE CONDOMINIUM
UNIT OWNERS ASSOCIATION**

By: 
President

District of Columbia) ss:

I, a Notary Public in and for the District of Columbia, do hereby certify, that on this 28th day of February, 2006, Russell M. Lee, the President of the 3901 Connecticut Avenue Condominium Unit Owners Association, personally appeared before me in said District, such person being personally well-known to me as, or proved by the oath of credible witnesses to be, the person who signed the foregoing instrument as attorney-in-fact for the 3901 Connecticut Avenue Condominium Unit Owners Association, and acknowledged the foregoing instrument to be his act and deed, on behalf of the 3901 Connecticut Avenue Condominium Unit Owners Association.


[Seal]
Notary Public

Renee Osburn
Notary Public, District of Columbia
My Commission Expires 9/14/2010

My commission expires: 9/14/10

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S LARNSHODD RECORDER OF DEED

RECORDING
SURCHARGE

Margaret Ellis

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY

James H. Todd

Order: 3HH97QX9P Recorder of Deeds, D.C.
Address: 3901 Connecticut Ave NW Apt 308
Order Date: 10-08-2019
Document not for resale
HomeWiseDocs

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THE 3901 CONNECTICUT AVENUE CONDOMINIUM**BYLAWS**

These Bylaws are adopted this 29th day of October, 1999, by
3901 Connecticut L.L.C. ("Declarant").

1. IDENTIFICATION OF THE CONDOMINIUM

The name of the Condominium is: **THE 3901 CONNECTICUT AVENUE CONDOMINIUM**. The address of the Condominium is 3901 Connecticut Avenue, N.W., Washington, D.C. The name of the association of unit owners at the Condominium is: **The 3901 Connecticut Avenue Condominium Unit Owners Association**.

2. DEFINITION

Each of the following terms, as used in these Bylaws, shall have the same meaning as the meaning ascribed to it in Section 3 of the Condominium Declaration: "Act"; "Association"; "Board of Directors"; "Building"; "Bylaws"; "Common Elements"; "Common Expenses"; "Condominium"; "Condominium Amendment Act"; "Condominium Instruments"; "Condominium Plat"; "Condominium Plans"; "Condominium Unit"; "Declaration"; "First Mortgage"; "General Common Elements"; "Identifying Number"; "Land"; "Limited Common Elements"; "Parking Unit"; "Par Value"; "Percentage Interest"; "Person"; "Record"; "Residential Unit"; "Rules and Regulations"; "Unit"; "Unit Owner".

3. PURPOSE AND APPLICATION OF BYLAWS

These Bylaws are adopted pursuant to the District of Columbia Condominium Act of 1976 Technical and Clarifying Amendment Act of 1992, and provide for the self-government of the Condominium. The administration and management of the Condominium and the actions of the Unit Owners and the Unit Owners Association and its Board of Directors and officers shall be governed by these Bylaws. All present and future Unit Owners and their tenants, licensees, invitees, servants, agents, employees and any other person or persons who are permitted to use the Condominium shall be subject to these Bylaws and the other Condominium Instruments and to the Rules and Regulations of the Association. Acquisition, rental or occupancy of a Unit shall constitute the Unit Owner's, tenant's and occupant's acceptance and ratification of, and agreement to comply with, these Bylaws and the other Condominium Instruments, and any Rules and Regulations now existent or hereafter adopted.

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Order Date: 10-08-2019
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4. Unit Owners Association.

4.1 Membership.

All Unit Owners in the Condominium, acting as a group in accordance with the Condominium Amendment Act and the Condominium Instruments, constitute the Unit Owners Association (the "Association"). A person shall automatically become a member of the Association at the time that he becomes a Unit Owner and shall remain a member until such time as his ownership of a Unit ceases for any reason, at which time his membership in the Association shall automatically cease. The ownership of an interest in a Unit solely as security for the performance of an obligation does not entitle the owner of such interest to membership in the Association.

4.2 Powers and Responsibilities

Pursuant to Section 45-1841 of the Condominium Amendment Act, and except as otherwise expressly provided in these Bylaws or in the Declaration, the powers and responsibilities assigned by the Condominium Amendment Act to the Unit Owners Association are delegated to the Board of Directors, as more particularly set forth in Section 5.

4.3 Meetings

4.3.1 Place of Meetings. Meetings of the Association shall be held at such place as may be designated by the Board of Directors and stated in the notice of the meeting.

4.3.2 Annual Meetings. The first annual meeting of the Association shall be held at a time designated by the Board of Directors (i) within two years from the date that the first Unit is conveyed or (ii) within Ninety (90) days after Units to which 75% of the Percentage Interests appertain have been conveyed by the Declarant, whichever date first occurs, or (iii) on such earlier date as may be established by the Board of Directors. Thereafter an annual meeting of the Association shall be held on a date to be established by the Board of Directors, which shall be not more than 60 days prior to or 30 days after the end of the fiscal year, except that the second annual meeting of the Association shall be held not less than 6 months' nor more than 18 months after the date of the first annual meeting. The annual meeting of the Association shall be held for the election of directors

and the conduct of such other business as may be properly brought before the meeting.

- 4.3.3 Special Meetings. A special meeting of the Association may be called by the Board of Directors or by the President and must be called by the President at the written request (stating the purposes of the meeting) of 25% or more of the Unit Owners. No business shall be transacted at a special meeting except that which is set forth in the notice of the meeting.
- 4.3.4 Notices. The Secretary shall send a notice of the meeting of the Association to each Unit Owner at least 21 days in advance of an annual meeting and at least 7 days in advance of a special meeting. The notice shall state the time, place and purposes of the meeting. The notice shall be given to each Unit Owner (i) by United States mail at his Unit address or to such other address as he may have designated to the Secretary in writing or (ii) by hand delivery and by posting it in at least two common areas of the Condominium; provided that if hand delivered the Secretary shall certify that the notice was delivered to the Unit Owner. The mailing or hand delivery of a notice of meeting in the manner provided herein shall constitute service of notice.
- 4.3.5 Voting. Each Unit is allocated a number of votes in the Association equal to the Par Value assigned to that Unit in the Declaration and set forth in Exhibit B to the Declaration. Each Unit Owner is entitled to cast the votes allocated to his Unit. Since a Unit Owner may be more than one person, if only one of such persons is present at a meeting of the Association, that person shall be entitled to cast the votes allocated to that Unit. But if more than one of such persons is present, the votes allocated to that Unit shall be cast only in accordance with the agreement of a majority of them, and such agreement shall be conclusively presumed if any one of them purports to cast the votes allocated to that Unit without protest being made forthwith by any of the others to the person presiding over the meeting. Except where a greater number is required by the Condominium Act, the Declaration, or these Bylaws, and subject to the quorum requirement, decisions or actions of the Association shall be taken by a majority of the votes cast in person or by proxy. If the Declarant owns or holds title to any Unit, the Declarant shall have the right to cast votes assigned to that Unit.

- 4.3.6 Proxies. The votes appertaining to any Unit may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Unit Owner. Revocation of a proxy is not binding on the Association unless actual notice of the revocation is received by the officer presiding over the meeting. A proxy is not valid unless it is dated and signed by the Unit Owner or by a person having authority to execute deeds on behalf of the Unit Owner, and witnessed by a person who shall sign his or her name and address. A proxy purporting to be revocable without notice shall be void. A proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of the proxy, except as otherwise specifically provided in the form of proxy.
- 4.3.7 Quorum. The presence in person or by proxy of the Unit Owners entitled to cast at least 51% of the votes in the Association shall constitute a quorum for the conduct of business. A quorum shall be deemed to be present throughout a meeting of the Association until adjournment if persons entitled to cast at least 51% of the votes are present in person or by proxy at the beginning of such meetings. If a meeting cannot be organized because a quorum is not present, the Unit Owners present may recess the meeting from time to time until a quorum is present, whereupon any business may be transacted that may have been transacted at the meeting as originally called. No further notice thereof shall be required.
- 4.3.8 Order of Business. The order of business at a meeting of the Association shall be as follows: (i) proof of notice of meeting; (ii) determination of the presence of a quorum, (iii) election of inspectors of election, if applicable; (iv) election of directors, if applicable; (v) reports of the Board of Directors, officers and committees; (vi) unfinished business; and (vii) new business. Items (vi) and (vii) shall be omitted from the order of business of a special meeting held for the sole purpose of electing a director.
- 4.3.9 Conduct of Meeting. The President shall preside at meetings of the Association and the Secretary shall keep the minutes of meetings. Roberts Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Condominium Act or the Condominium Instruments.

5. **BOARD OF DIRECTORS.**

5.1 **Powers and Duties.**

The Board of Directors is the executive and administrative entity designated to act for the Association in governing the Condominium. The affairs and business of the Association shall be managed by the Board of Directors. The Board of Directors may delegate to a director or officer, subject to the continuing control of the Board of Directors, any matters relating to the duties of the Managing Agent. In addition to other powers and duties granted or imposed by these Bylaws or by resolution of the Association, the Board of Directors shall have the power and duty to:

- (1) Prepare and adopt an annual budget for the Condominium.
- (2) Make and collect assessments (including special assessments) against the Unit Owners to defray the Common Expenses, establish the method of collecting such assessments from the Unit Owners, and establish the period of the installment payments of assessments.
- (3) Provide for the operation, care, upkeep, maintenance and surveillance of the Common Elements and for services to the Condominium.
- (4) Designate, hire and dismiss the personnel necessary for the maintenance, operation, repair and replacements of the Common Elements, and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be the property of the Association.
- (5) Make and amend Rules and Regulations respecting the use of the Condominium.
- (6) Establish bank accounts for the Association.
- (7) Contract for the repair, additions, and improvements to, or alterations of, the Condominium and for the restoration of the Condominium, in accordance with the other provisions of these Bylaws.

- (8) Enforce by legal means the provisions of the Declaration, these Bylaws and the Rules and Regulations and institute, maintain and defend proceedings and actions brought on behalf of or against the Association, or 2 or more unit owners on any matters that affect the Condominium.
- (9) Purchase and maintain insurance required by Article 10 of these Bylaws.
- (10) Pay the cost of services rendered to the Condominium for which the Association, as distinct from individual Unit Owners, is liable.
- (11) Keep the books of the Association with detailed accounts of the receipts and expenditures affecting the Condominium, specifying all expenses incurred, including prepaid expenses. The books and supporting vouchers and records shall be available for examination by the Unit Owners, their duly authorized agents or accountants or attorneys, during regular business hours at the time and in the manner set by the Board of Directors. All books and records shall be kept in accordance with generally accepted accounting principles, and shall be subjected to an independent financial review at least annually, and also may be subjected to an independent audit upon the request of unit owners to which at least 33 1/3% of the votes in the unit owners association appertain. The cost of such audit shall be a Common Expense.
- (12) Purchase Units on behalf of the Association at foreclosure or other judicial sale, if the Board of Directors determines that such purchase is in the best interest of the Association, and otherwise hold, acquire, encumber or convey in the name of the unit owner's association, any right, title or interest to real or personal property.
- (13) Enforce obligations of Unit Owners, allocate Common Profits and Common Expenses, and take such other actions as may be necessary or proper for the sound management of the Condominium. The Board of Directors shall have the power to levy fines against Unit Owners for violations of the Rules and Regulations, and/or for late payment of assessments. No fine may be levied for more than twenty-five (\$25.00) dollars for any one violation; but for each day that a violation continues, after notice, it shall be considered a separate violation. Collection of fines may be enforced against a Owner as if the fines were an assessment for Common Expenses

owed by the Unit Owner. If a Unit Owner persists in violating the Rules and Regulations, the Board of Directors may require him to post a bond, satisfactory to it, to secure future compliance with the Rules and Regulations.

- (14) Lease, grant licenses, easements, rights-of-way and other rights of use in all or part of the Common Elements of the Condominium.
- (15) Establish from time to time a minimum term for which a Unit may be leased by a Unit Owner.
- (16) Do such things and acts (not inconsistent with the Condominium Amendment Act and with the Condominium Instruments) which may be authorized by the Association, including the exercise of any power set forth in Section 45-1848 of the Act, the foregoing delineation of powers not being intended in any manner to limit the powers set forth in such Section.

5.2 Number and Appointment of Directors Prior to the First Annual Meeting of the Association.

The number of directors which constitutes the initial Board of Directors is five (5). The initial Board of Directors shall be appointed by the Declarant and shall serve (i) until the election of directors at the first annual meeting of the Association or (ii) until replaced by the Declarant. The Declarant's appointees need not be Unit Owners or residents of the Condominium, and the Declarant shall have the right in its sole discretion to replace such directors and to designate their successors if vacancies occur for any reason. At the time that Units to which 25% of the Percentage Interests appertain have been conveyed, the Declarant shall cause the resignation of one of the three directors appointed by the Declarant and a special meeting of the Association shall be held at which Unit Owners other than the Declarant shall elect a director to fill such vacancy, to serve until the date of the first annual meeting of the Association. Notwithstanding anything contained in these Bylaws to the contrary, until the first annual meeting of the Association the Declarant shall have the right to appoint a majority of the Board of Directors and to fill any vacancy occurring from the death, resignation or removal of a director appointed by the Declarant or by the Association, except a director elected by the Unit Owners other than the Declarant pursuant to this Section 5.2.

5.3 Number and Election of Directors from and after the First Annual Meeting of the Association.

From and after the first annual meeting of the Association, the number of directors which constitutes the entire Board of Directors shall remain five (5). Each Unit Owner shall cast his votes for one of the candidates standing for election. The candidates receiving the highest number of votes up to the number of directors to be elected are elected. A director must be a Unit Owner, or the spouse of a Unit Owner. Subject to the provisions of Section 5.2, directors shall be elected for a one year term at the annual meeting of the Association. A person shall cease to be a director at such time as he ceases to be a Unit Owner or a resident of the Condominium as the case may be. A director shall hold office until his successor is elected and qualified.

5.4 Meetings

5.4.1 Annual Meetings. An annual organizational meeting of the Board of Directors should be held within 10 days after each annual meeting of the Association. No notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the entire Board is present at the meeting.

5.4.2 Regular Meetings. Regular meetings of the Board of Directors shall be held at such time and place as shall be determined from time to time by the Board of Directors, but at least two meetings shall be held in each fiscal year.

5.4.3 Special Meetings. Special meetings of the Board of Directors may be called by the President and shall be called by the President or Secretary on the written request of at least two directors.

5.4.4 Notice and Waiver of Notice. Notice of regular or special meetings of the Board of Directors shall be given to each director, by mail or hand delivery, at least 72 hours prior to the time of the meeting, and shall state the time and place of the meeting. Notice of a special meeting shall state the purposes of the meeting. Placing the notice under or on the entrance door of the director's Unit constitutes hand delivery of the notice. The mailing or hand delivery of a notice of meeting in the manner provided herein shall constitute service of notice. Notice of a meeting of the Board of Directors may be waived in writing by a director either before or after the meeting.

Attendance at a meeting constitutes waiver of notice of that meeting, unless the director states at the commencement of the meeting that the notice of the meeting was not given in accordance with the Bylaws or is otherwise defective. If all of the members are present at any meeting of Board of Directors, no notice shall be required and any business may be transacted at such meeting.

5.4.5 Quorum. A majority of the entire Board of Directors shall constitute a quorum for a meeting of the Board of Directors. The votes of a majority of the members present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If less than a quorum is present at a meeting, the majority of those present may recess the meeting to a designated time and place. A recessed meeting may be held as designated without further notice, and when a quorum is present any business may be transacted which might have been transacted at the meeting as originally called.

5.4.6 Conduct of Meeting. The President shall preside at meetings of the Board of Directors and the Secretary shall keep the minutes of the proceedings.

5.4.7 Action by Directors without a Meeting. Any action required or permitted to be taken by the Board of Directors at any meeting may be taken without a meeting if all of the members of the Board of Directors consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

5.5 Vacancies

Except as provided in Section 5.2, a vacancy on the Board of Directors caused by any reason, other than removal of a director by a vote of the Association, shall be filled by a vote of the majority of the remaining directors, even though they constitute less than a quorum; and each person so elected shall serve until the next annual meeting of the Association and until his successor is elected. A vacancy occurring on the Board of Directors by reason of an increase in the number of directors constituting the entire Board of Directors or by reason of the removal of a director by a vote of the Association shall be filled by the Association at an annual meeting or at a special meeting called for that purpose.

5.6 Removal of Directors

Except as provided in Section 5.2, a director may be removed only for cause at a special meeting of the Association called for such purpose. Any director whose removal has been proposed shall be given at least 10 days' notice of the calling of the meeting and the purpose thereof, and opportunity to be heard at the meeting. A director may be removed for cause only by the vote of Unit Owners entitled to cast at least two-thirds of the votes entitled to be cast at such meeting.

5.7 Compensation

A director shall not receive compensation from the Condominium for serving on the Board of Directors, but a director may be reimbursed for reasonable out-of-pocket expenses incurred by him in the proper performance of his duties.

5.8 Annual Report of the Board of Directors

The Board of Directors shall present at each annual meeting of the Association, and when called for by vote of the Association at any special meeting of the Association, a complete statement of the operative and financial condition of the Condominium.

5.9 Fidelity Bonds. The Board of Directors shall obtain and maintain adequate fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees and employees of the Unit Owners' Association, and for anyone else who either handles or is responsible for funds held or administered by either the Board or the Unit Owners' Association, including the Managing Agent. All bonds should name the Association as the obligee. The Management Agent should be covered by its own fidelity bond, which must provide the same coverage required of the Unit Owners' Association. The Unit Owners' Association should be named as an additional obligee of the Management Agent's bond. The fidelity bond coverage should cover the greater of (i) a sum equal to three months aggregate assessments of all Units plus reserve funds or (ii) the maximum funds, including reserve funds, that will be in the custody of the Unit Owner's Association or its Management Agent at any time while the bond is in force. The fidelity coverage should contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employees" or similar expression. All bonds must include a provision that calls for ten days' written notice to the Unit Owners' Association or the Insurance Trustee

before the bond can be canceled or substantially modified for any reason. The same notice must also be given to each servicer that services a FHLMC, VA, FHA or FNMA-owned mortgage in the Condominium.

5.10 Liability of the Board of Directors.

The directors and officers shall not be liable to the Association or to the Unit Owners for mistakes of judgment or for negligence not amounting to willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the directors and officers from and against all contractual liability to others arising out of contracts made by the Board of Directors or officers on behalf of the Association or the Unit Owners unless such contract was made in bad faith or contrary to the provisions of the Condominium Instruments. The directors and officers shall not be personally liable for contracts made by them on behalf of the Association. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that he is or was a director or officer of the Association against expenses (including reasonable attorney's fee), judgments, fines and amounts paid in settlement incurred by him in conjunction with such action, suit or proceedings if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association.

5.11 Common or Interested Directors.

The directors shall exercise their powers and duties in good faith and with a view to the interest of the Association and consistent with the purposes set forth in these Bylaws. No contract or other transaction between the Association and one or more of its directors, or between the Association and any corporation, firm entity or association in which one or more of the directors are directors or officers or are pecuniarily or otherwise interested, shall be either void or voidable because such director or directors are present at the meeting of the Board of Directors or any committee thereof which authorized or approved the contract or transaction, if any of the conditions specified in any of the following subparagraphs exist:

- (1) the fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof and noted in the minutes, and the Board of Directors authorizes, approves or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or

- (2) the fact of the common directorate or interest is disclosed or known to the Unit Owners, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or
- (3) the contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed.

Common or interested directors may be counted in determining the presence of a quorum at any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction. Such directors may vote thereat to authorize any contract or transaction with like force and effect as if they were not common or interested directors or officers of such other corporation or were not so interested.

5.12 Board of Directors as Attorney-In-Fact

The Board of Directors is hereby irrevocably appointed as attorney-in-fact for the Unit Owners of all of the Units and for each of them, to manage, control and deal with the interests of such Unit Owners in the Common Elements of the Condominium so as to permit the Board of Directors to fulfill all of its powers thereunder and to deal with the Building upon its destruction and the proceeds of any insurance indemnity as hereafter provided. This power shall include, but shall not be limited to, the power to grant easements and licenses from time to time affecting the Common Elements with respect to sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drains, underground conduits, or such other purposes related to the provision of public utilities or as may be considered necessary or appropriate by the Board of Directors for the preservation of the health, safety, convenience, or welfare of the Unit Owners, or any of them. The foregoing shall be deemed to be a power coupled with an interest, and the acceptance by any person or entity of any interest in any Unit shall constitute an appointment of the Board of Directors as such attorney-in-fact. This power shall be in addition to any authority to grant easements or licenses given to the Board of Directors by the Act, the Declaration or these Bylaws.

6. OFFICERS

6.1 Principal and Other Officers

The principal officers of the Association are a President, one or more Vice Presidents, a Secretary and a Treasurer. The Board of Directors may appoint assistant secretaries and an assistant treasurer. With the exception of the President, no officer need be a member of the Board of Directors. Two or more offices may be held by the same person, except that the President shall not hold any other office. An officer must be a Unit Owner, or the spouse of a Unit Owner, except officers appointed prior to the first annual meeting of the Association.

6.2 Election of Officers

The officers of the Association shall be elected annually by the Board of Directors at its annual organizational meeting and shall hold office at the pleasure of the Board of Directors.

6.3 Removal of Officers; Vacancies

An officer may be removed by the Board of Directors with or without cause by the affirmative vote of a majority of the entire Board of Directors. A successor may be elected at any regular meeting of the Board of Directors or at any special meeting called for that purpose.

6.4. President

The President is the chief executive officer of the Association; he shall preside at meetings of the Association and the Board of Directors and shall be an ex-officio member of all committees; he shall have general and active management of the business of the Association, subject to the control of the Board of Directors, and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President must be a member of the Board of Directors.

6.5 Vice President

The Vice President shall perform the duties and exercise the powers of the President in the absence or disability of the President and shall perform such other duties as the Board of Directors may prescribe.

6.6 Secretary

The Secretary shall attend all meetings of the Board of Directors and the Association, and shall record the voting and the minutes of all proceedings in a book to be kept by him for that purpose. He shall give notice of meetings of the Association and the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the President. The Secretary shall compile and keep current at the principal office of the Condominium a record of the name of each Unit Owner and his last known post office address. This record of Unit Owners shall be open to inspection by all Unit Owners at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the minute books of the proceedings of the Association and the Board of Directors. An Assistant Secretary shall perform the duties and exercise the powers of the Secretary in the absence or disability of the Secretary and shall perform such other duties as the Board of Directors may prescribe.

6.7 Treasurer

The Treasurer shall have custody of all funds and securities except those funds which are placed under the control of the Managing Agent, and, with the assistance of the Managing Agent, shall keep full and accurate records of receipts and disbursements and shall deposit all funds in such depositories as may be designated by the Board of Directors. He shall disburse funds as ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at the regular meetings of the Board of Directors, or whenever they may require, an account of all of his transactions as Treasurer and of the financial condition of the Association. An Assistant Treasurer shall perform the duties and exercise the powers of the Treasurer in the absence or disability of the Treasurer and shall perform such other duties as the Board of Directors may prescribe.

6.8. Compensation of Officers.

No officer shall receive any compensation from the Association for acting as such unless such compensation is approved by a vote of Unit Owners entitled to cast at least 75% of the votes in the Association. An officer shall be reimbursed for reasonable out-of-pocket expenses incurred by him in the performance of his duties.

7. OPERATION OF THE CONDOMINIUM

7.1 Agreements, Contracts, Deeds, Checks

All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in excess of \$1,000.00 shall be executed by any two officers of the Association or by such other person or persons as may be designated by the Board of Directors. All instruments for expenditures or obligations of \$1,000.00, or less may be executed by any one officer of the Association or by such other person as may be designated by the Board of Directors.

7.2 Managing Agent

The Board of Directors may employ for the Association a professional Managing Agent, at a compensation fixed by the Board of Directors, to perform such duties as the Board of Directors may authorize. Any agreement with the Managing Agent shall be in writing and shall provide that it may be terminated, with or without cause, at the end of any calendar month upon 30 days' prior written notice. The Declarant, or an affiliate of the Declarant, may be employed as Managing Agent. After the initial Managing Agent has been named, the Board of Directors shall not employ any new Managing Agent without 30 days' prior written notice to the First Mortgagees.

7.3 Determination of Common Expenses and Assessments Against Unit Owners

7.3.1 Fiscal Year. The fiscal year of the Condominium shall be established by the Board of Directors.

7.3.2 Annual Budget. On or before a date which is not less than 15 days prior to the end of each fiscal year, the Board of Directors shall adopt an annual budget for the Condominium for the succeeding fiscal year (hereinafter called the "Annual Budget"). The Annual Budget shall contain an estimate of the amount necessary to pay the Common Expenses for the applicable fiscal year in a reasonably itemized form and a statement of the amount of the Common Expenses to be assessed against each Unit. Common Expenses shall include the amounts necessary to create and maintain reasonable reserves authorized by the Board of Directors, including the reserves authorized by Section 7.3.4. Any reserve may be carried forward to

succeeding fiscal years. If the funds received by the Association from condominium assessments exceed the Common Expenses for any fiscal year, then the Board of Directors, in its discretion, may (1) apply such surplus funds to the payment of Common Expenses in succeeding fiscal years or (2) credit such surplus funds against condominium assessments levied in succeeding fiscal years in proportion to the respective Par Values of the Units or (3) distribute such surplus funds to the then current Unit Owners in proportion to the respective Par Values of the Units. The Board of Directors shall send to each Unit Owner at least 10 days prior to the commencement of each fiscal year a copy of the Annual Budget for the fiscal year.

7.3.3 Assessments for Common Expenses. Subject to the provisions of Section 7.3.6, the total amount of the estimated funds required to pay the Common Expenses of the Condominium set forth in the Annual Budget adopted by the Board of Directors for the fiscal year shall be assessed against the Units in proportion to the respective Par Value of the Units. The Board of Directors has the discretionary power to determine at any time (either before or after an assessment has been made) that any assessment against the Units can be paid in installments and that a default by a Unit Owner in the payment of any installment of an assessment will accelerate the time for payment of all remaining installments by the defaulting Unit Owner. Unless otherwise determined by the Board of Directors, the annual assessment against each Unit for its proportionate share of the Common Expenses shall be payable in 12, equal, monthly installments, and each installment shall be payable in advance on the first day of the month.

7.3.4 Reserve Fund for Capital Improvements, Replacements and Major Repairs. The Board of Directors shall establish and maintain a reasonable reserve for capital improvements replacement and major repairs by providing for a reserve in the Annual Budget, segregating such reserve on the books of the Condominium, and allocating and paying monthly to such reserve one-twelfth of the total amount budgeted for such reserve for the current fiscal year. The portion of the Unit's assessments paid into such reserve shall be conclusively deemed to be contributions to the capital of the Condominium by the Unit Owners. Such reserve may be expended for the purposes of capital improvements, replacements and major repairs. If for any reason, including non payment of any Unit's assessments, such reserve is inadequate to defray the cost of a required capital

improvement, replacement or major repair, the Board of Directors may at any time levy an additional assessment against the Units in proportion to the respective Par Value of the Units, payable into such reserve in a lump sum or in installments as the Board of Directors may determine. The Board of Directors shall give notice to the Unit Owners of any such further assessment by a statement in writing giving the amount and reasons therefor, and such additional assessments shall become due and payable, unless otherwise specified in the notice, with the next monthly assessment payment which is due more than 10 days after the delivery or mailing of such notice of additional assessment. All Unit Owners shall be obligated to pay the adjusted monthly amount or, if the additional assessment is not payable in installments, the amount of such assessment.

- 7.3.5 Special Assessments. In addition to any other assessment authorized by these Bylaws, the Board of Directors may levy a special assessment for the purposes of defraying the cost of any unexpected repair or other non-recurring contingency, or to meet any deficiencies occurring from time to time. The fund resulting from such a special assessment shall be segregated on the books of the Condominium and expended solely for the purposes for which it was assessed; provided, however, that if the special assessment is for the purposes set forth in Section 7.8, the provisions of that Section will control with respect to obtaining approval of any proposed special assessments. A special assessment authorized by this Section shall be assessed in the manner provided in Section 7.3.4 for assessments payable to the reserve for capital improvements, replacements and major repairs.
- 7.3.6 Initial Operating Period. The phrase, "Initial Operating Period," as used in these Bylaws, means the period of time commencing on the date that the Condominium is created and ending on the date that Units to which 75% of the Percentage Interests appertain have been conveyed by the Declarant or two years from the conveyance of the first Unit, or on such earlier date as the Declarant in its sole discretion may determine. During the Initial Operating Period, at Declarant's election (i) the Declarant shall pay the costs of operating the Condominium and (ii) each Unit Owner, in lieu of an assessment, shall pay to the Declarant a fee in an amount equal to 90% of the units' estimated monthly condominium fee for each month. The Declarant shall not be obligated to fund or otherwise contribute to

any capital or other reserve for the Condominium during the Initial Operating Period.

7.3.7 Effect of Failure to Adopt an Annual Budget. The failure or delay of the Board of Directors to adopt the Annual Budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his allocable share of the Common Expenses as herein provided, and in the absence of an Annual Budget or adjusted Annual Budget, each Unit Owner shall continue to pay (with or without notice) a monthly assessment at the rate established for the preceding fiscal year until an assessment is made under a current Annual Budget or adjusted Annual Budget and notice thereof has been sent to the Unit Owner.

7.3.8 Liability of Unit Owners. The liability of any Unit Owner arising out of any contract made by the Board of Directors or arising out of the indemnification of the Board of Directors shall be limited to that proportion of the total liability thereunder as the Par Value of his Unit bears to the aggregate Par Values of all Units. Every agreement made by the Board of Directors or by the Managing Agent on behalf of the Unit Owners shall provide, to the extent possible, that the members of the Board of Directors or the Managing Agent, as the case may be, are acting only as agents for the Association, and that no Unit Owner shall have any personal liability thereunder (except as a Unit Owner).

7.3.9 Account. Any amounts collected by the Board of Directors with respect to assessments against the Units may be co-mingled in a single fund.

7.4 Liability for Common Expenses

A Unit Owner shall be personally liable for all lawful assessments, or installments thereof, levied against his Condominium Unit which become due while he is the owner of a Unit; and this liability of the Unit Owner is in addition to the Association's statutory lien on the Condominium Unit for such assessments. No Unit Owner may exempt himself from liability with respect to the Common Expenses by waiver of the enjoyment of the right to use any of the Common Elements or by abandonment of his Unit or otherwise. A selling Unit Owner shall not be liable for the payment of any part of the Common Expenses assessed against his Unit subsequent to a sale, transfer or other conveyance by him of such Unit. The purchaser of a

Unit shall be jointly and severally liable with the selling Unit Owner for all unpaid assessments against the Unit up to the time of the conveyance without prejudice to the purchaser's right to recover from the selling Unit Owner the amounts paid by the purchaser therefor; provided, however, that any such purchaser shall be entitled to a statement from the appropriate officer of the Association, setting forth the amount of the unpaid assessments against the Unit and such purchaser shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth; and provided, further, that if the First Mortgagee of record or other purchaser of a Unit obtains title to the Unit as a result of foreclosure or deed (or assignment) in lieu of foreclosure of a first mortgage, such purchaser, its successors and assigns shall not be liable for, and such Unit shall not be subject to a lien for the payment of Common Expenses assessed prior to the acquisition of title to such Unit by such purchaser pursuant to a foreclosure sale, conveyance or assignment. Such unpaid share of Common Expenses assessed prior to the acquisition of title to such Unit by such purchaser pursuant to the foreclosure sale, conveyance or assignment shall be collectible from all Unit Owners, including the purchaser, in proportion to the Par Value of their respective Units. No amendment to this Section shall affect the rights under any First Mortgage recorded prior to recordation of such amendment unless the First Mortgagee joins in the execution of such amendment.

7.5 Collection of Assessments; Late Fee and Interest

The Board of Directors shall take prompt action to collect any assessment (or installment) for Common Expenses which remains unpaid for more than 15 days after the due date for the payment thereof. The Board of Directors may charge and a Unit Owner shall be obligated to pay a late fee for any condominium assessments (or installment) not paid by the Unit Owner on the due date. In addition to any late fee authorized by the Board of Directors, in the event of a default by any Unit Owner in the payment of any condominium assessment (or installment) on the due date which continues for a period in excess of 10 days, such Owner shall be obligated to pay interest on the amounts due (including any late fee) at the rate of 10% per annum or the legal rate chargeable in the District of Columbia on such amounts due (whichever is lower) from the due date thereof. Any late fee or interest payable by a Unit Owner shall be deemed to be a condominium assessment. The Board of Directors shall also have the power to suspend the voting rights in the unit owners association of any unit owner who is in arrears in his or her payment of a common expense assessment by more

than 30 days, and the suspension may remain in effect until the assessment has been paid in full.

7.6 Statement of Unpaid Assessments

7.6.1 Upon written request to the president of the Association by a Unit Owner or purchaser of a Unit or a First Mortgagee, the Board of Directors or a duly designated agent shall furnish (within the time period prescribed by the Act) a recordable statement setting forth the amount of unpaid assessments levied against such Unit.

7.6.2 The Board of Directors may impose a reasonable fee for each statement of unpaid assessments requested, and payment of the fee shall be a prerequisite to the issuance of the statement.

7.7 Maintenance and Repair

7.7.1 By the Association. The Association, acting through the Board of Directors, shall be responsible for the maintenance, repair and replacement of the following:

- (1)** The Common Elements, including the General and Limited Common Elements, whether located inside or outside of the Units, provided that ordinary cleaning, maintenance and upkeep of the Limited Common Elements shall be the responsibility of the Unit Owner. Notwithstanding the foregoing, any repairs to, or replacements of, the wood roof decks shall be the sole responsibility of the Unit Owner to whom such roof deck is allocated as a limited common element.
- (2)** All portions of the Units which contribute to the support of the Building, excluding, however, the surfaces of all entrance doors, windows, skylights, walls, floors and ceilings of a Unit.
- (3)** Incidental damage caused to a Unit by work done by the Association.

Assessment and liability for the cost of the maintenance, repair and replacement of the Common Elements are governed by Section 7.3. This Section 7.7.1 shall not relieve the Unit Owner of liability for damage to the Common

Elements caused by the Unit Owner's negligence, misuse, or intentional torts.

- 7.7.2 By the Unit Owner.** Except for the portion of his Unit required to be maintained, repaired or replaced by the Association, each Unit Owner shall be responsible for and shall bear the cost of the maintenance and repair of (i) his Unit, including but not limited to the following: interior walls, interior surface ceilings, walls and floors; tile, carpeting, other floor coverings, hardwood floor, and sub-flooring, if any, above the joists upon which the flooring rests; entrance doors; and door locks and hardware; windows; fixtures; kitchen and bathroom fixtures, appliances and equipment; the Unit's heating/cooling system, including the air handling unit, compressor, cooling coil and thermostat serving that Unit, if any, whether located in or outside the boundaries of the Unit; and water and sewage pipes located within the boundaries of the Unit and serving only that Unit; and (ii) the Limited Common Elements assigned to the Unit, requiring non-structural upkeep or repair, including ensuring that all drains located in any limited common element terrace, patio or balcony, if any, shall be kept free of snow, debris, leaves and other materials which might cause the drains to become clogged or otherwise inoperable. Each Unit Owner shall keep the interior of his Unit and its equipment and appurtenances in good order, condition and repair and in clean and sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of the Unit and the Limited Common Elements assigned to his Unit. In addition, each Unit Owner shall be responsible for all damage to any and all other Units or to the Common Elements resulting from his failure to make any of the repairs required to be made by him by this Section. Each Unit Owner shall promptly report to the Board of Directors or the Managing Agent any defects or need for repairs for which the Association is responsible.
- 7.7.3 Manner of Repair and Replacement.** All repairs and replacements shall be of first class quality and as nearly as practicable similar to the character of the construction or installation that existed immediately prior to the occasion that necessitated the repairs or replacements. Repairs and replacements may be done with contemporary building materials and equipment.

7.7.4 Public Areas. Anything contained in these Bylaws to the contrary notwithstanding, the public areas of the Condominium and any areas exposed to public view (including portions of a Unit) shall be kept in good appearance by the Association or the Unit Owner, as the case may be, and shall be maintained in a first-class conditions in conformity with the dignity and character of the Condominium, and in a manner which does not adversely alter the value of the Condominium.

7.8 Additions, Alterations or Improvements by the Association

Whenever the Board of Directors determines that the Common Elements require additions, alterations or improvements costing in excess of \$10,000.00 during any period of 12 consecutive months, and the making of such additions, alterations or improvements is approved by a majority of the Unit Owners, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all Unit Owners for the cost thereof as a Common Expense. Any additions, alterations or improvements costing less than \$10,000.00 during any period of 12 consecutive months may be made by the Board of Directors without approval of the Units Owners and the cost thereof shall be a Common Expense. Notwithstanding the foregoing, if, in the opinion of not less than 66 2/3% of the members of the Board Directors, such additions alterations or improvements are exclusively or substantially exclusively for the benefit of the Unit Owner or Unit Owners requesting the same, such requesting Unit Owner or Unit Owners shall be assessed therefor, in such proportion as they jointly approve, if more than one Unit Owner, or, if they are unable to agree thereon, in such proportions as may be determined by the Board of Directors.

7.9 Structural Additions, Alterations or Improvements by Unit Owners

No Unit Owner shall make any structural addition, structural alteration or structural improvement in or to his Unit or any Limited Common Element appurtenant thereto, or any change which might affect the Common Elements (including without limitation the electrical and plumbing systems which constitute part of the Common Elements) without the prior written consent of the Board of Directors. No Unit Owner shall paint or alter the exterior of the Building, including the exterior of a Unit's entrance doors and any surface of a window pane. The Board of Directors shall be obligated to answer any written request by a Unit Owner for approval of a proposed structural addition, structural alteration or structural improvement

to such Unit Owner's Unit within 45 days after such request is made, and its failure to do so within the stipulated time shall constitute a consent of the Board of Directors to the proposed addition, alteration or improvement. The Board of Directors may condition its consent upon such terms and conditions as it deems to be desirable or necessary to protect the Condominium and its use and enjoyment. Any application to any governmental authority for a permit to make an addition, alteration or improvement to any Unit or Limited Common Element shall be executed by the Board of Directors only, without, however, incurring any liability on the part of the Board of Directors to any contractor or materialmen on account of such addition, alteration, or improvement, or to any person having any claim or injury to a person or damage to property arising therefrom. The provisions of this Section 7.9 shall not apply to Units owned by the Declarant or its designee until a deed for such Unit has been delivered to a purchaser thereof.

7.10 Right of Access

Each Unit Owner grants a right of access to his Unit to the Board of Directors, the Managing Agent and to any other person authorized by the Board of Directors for the purpose of making inspections, or correcting any condition originating in his Unit and threatening another Unit or a Common Element or performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in his Unit or elsewhere in the Building, or correcting any illegal condition which violates the provisions of any mortgage covering another Unit, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate whether or not the Unit Owner is present at the time.

7.11 Limitation of Liability

The Association shall not be liable for any failure of water supply or other services to be obtained by the Association or paid for as a Common Expense or for injury or damage to person or property caused by the elements or resulting from electricity, water, snow or ice which may leak or flow from any portion of the Common Elements or from any wire, pipe, drain, conduit, appliance or equipment. The Association shall not be liable to any Unit Owner or other person for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Common Elements. No diminution or abatement of Common Expense assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of

repairs or improvements to the Common Elements, or to any Unit, or from any action taken by the Association to comply with any law or ordinance or with the order or directive of any municipal or other governmental authority or for the dispossession of the Unit Owner by reason of fire or other casualty, except to the extent covered by insurance.

8. RULES AND REGULATIONS

The Board of Directors is authorized to promulgate, amend and enforce Rules and Regulations concerning the operation and use of the Condominium; but the Rules and Regulations shall not be contrary to or inconsistent with the Act, the Declaration or these Bylaws. A copy of the Rules and Regulations (and any amendment) shall be furnished by the Board of Directors to each Unit Owner at the time the Rules and Regulations (or any amendment) become effective.

9. RESTRICTIONS ON USE OF UNITS

9.1 Signage

In order to maintain the quality appearance and to protect the architectural integrity of the Condominium, no Unit Owner (other than the Declarant) or other occupant of the Condominium shall post any signs, advertisements or posters of any kind in or on the Condominium unless authorized by the Board. The Declarant and its agents have the right to post and utilize advertisements, signs and posters in selling and leasing the Units.

9.2 Use of Units and Compliance with Condominium Instruments

All present and future Unit Owners, tenants and occupants of Units and any person who uses any part of the Condominium in any manner, are subject to, and shall comply with the provisions of the Condominium Instruments and the Rules and Regulations. The acquisition, rental or occupancy of a Unit or the uses of any part of the Condominium by any person shall constitute his agreement to be subject to and bound by the provisions of the Condominium Instruments and the Rules and Regulations and such provisions shall be deemed to be enforceable equitable servitudes and covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated in full in each and every deed of conveyance or lease thereof. Failure to comply with any of such provisions shall be grounds for legal and equitable relief, maintainable by the Board of Directors on behalf of the Association or, in a proper case, by an aggrieved Unit Owner. In any

such action at law or in equity which is successfully brought by or on behalf of the Association, the Association shall be entitled to recover all reasonable costs and expenses of any such action, including reasonable attorney's fees. The provisions of this Section 9.2 shall not be construed to prevent the Declarant from using any Unit for a model, sales office or display purposes or to prohibit the leasing of Units owned by the Declarant; and the Declarant, in adopting the Condominium Instruments, specifically reserves an easement and express right and power to so utilize these Units. No activity shall be conducted or maintained in any Unit or upon any of the Common Elements which is not in conformity with the zoning regulations of the District of Columbia.

- 9.3 Trash No clothing, laundry, rugs or wash shall be hung from or spread upon or from any window or exterior portion of a Unit or in or upon any Common Element. All refuse and trash shall be placed in plastic bags and deposited in bins or chutes designated for such purposes.
- 9.4 Pets Household pets may be kept at the Units. Any Unit Owner or guest who keeps or maintains any pet in a Unit shall be responsible and may be assessed by the Board of Directors for any costs incurred by the Condominium in enforcing these Rules and Regulations and for the cost of repairing any damage caused by such pet to the Common Elements.
- 9.5 Noise Unit Owners, residents and lessees shall exercise extreme care to avoid unnecessary noise or the use of musical instruments, radios, televisions and amplifiers that may disturb other Unit Owners.
- 9.6 Nuisance No nuisance or use or practice which is a source of annoyance to the Condominium residents or which interferes with the peaceful possession or proper use of the Condominium by its residents shall be allowed in the Condominium.
- 9.7 Installations No Unit Owner, resident or lessee shall install wiring for electrical or telephone installation, television antennae or other equipment, which protrudes through the walls or the roof of the Building or is otherwise visible on the exterior of the Building except as authorized by the Board of Directors.
- 9.8 Lawful Uses No Unit or Common Element of the Condominium may be used for any unlawful, immoral or improper purpose.

- 9.9 **Prohibited Use of Common Elements** A Unit Owner shall not place or cause to be placed in the public hallways, walkways, alleyways or other General Common Elements any furniture, packages or objects of any kind. The public hallways, walkways and alleyways shall be used solely for normal transit. Bicycles shall be placed only in those areas designated by the Board, if any.
- 9.10 **Employees** No Unit Owner, resident or lessee shall direct or engage any employee of the Condominium on any private business of such Unit Owner, resident or lessee, nor shall he direct, supervise or in any manner attempt to assert control over any such employee or over any contractor acting under a contract or agreement with the Association.
- 9.11 **Insurance Risks** No activity shall be done or maintained in any Unit or upon any Common Elements which will increase the rate of insurance on any Unit or the Common Elements or result in the cancellation of insurance thereon, unless such activity is first approved in writing by the Board of Directors and the Unit Owner involved has agreed in writing to pay such increase.
- 9.12 **Compliance with Laws** In their use of the Units and the Common Elements of the Condominium, Unit Owners shall obey and abide by all valid laws ordinances and zoning and other governmental regulations affecting the same and all applicable Rules and Regulations adopted by the Board of Directors.
- 9.13 **Proper Use of Common Elements** The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Units.
- 9.14 **Leasing** A Unit Owner shall not lease his Unit for a term of less than six (6) months or any other minimum Unit leasing term established from time to time by the Board of Directors (provided that such minimum period shall in no event exceed one (1) year) and under no circumstances permit his Unit to be used for a hotel or transient purposes. An increase in the minimum Unit leasing term shall not apply to any lease in existence immediately prior to the establishment of such increase. A fully conformed copy of the lease or renewal thereof shall be delivered to the Board of Directors within 7 days after execution; such lease shall be consistent with the provisions of the Condominium Instruments as the same may be amended from time to time, and with the Rules and Regulations of the Condominium; and the Board of

Directors has the power to terminate such lease or to bring summary proceedings to evict the tenant in the name of the lessor thereunder, in the event of a default by the tenant in the performance of such lease. The Board of Directors, by Rules and Regulations promulgated under Section 5, may require that every lease agreement for a Unit shall contain (1) a provision obligating the tenant to comply with these Bylaws (and particularly the restrictions set forth in Section 9, (2) a provision empowering the Board of Directors to terminate such lease agreement or to bring summary proceedings to evict the tenant in the name of the lessor thereunder in the event of a violation of any provision of the lease agreement, and (3) any other provisions which the Board of Directors deems necessary or advisable to insure the enforcement of the Bylaws and the Rules and Regulations. The restrictions of this paragraph shall not apply to the Declarant or any mortgagee who comes into possession of a Unit pursuant to a foreclosure sale, judicial sale or transfer or conveyance in lieu of foreclosure. Special Provision: No Unit Owner shall lease his Unit if it results in more than 40% of the units at the building being occupied by non-owners.

- 9.15 Parking and Loading Areas Parking Units shall be used primarily for the parking of vehicles provided that incidental use of the Parking Units for storage of personal property shall be permitted at such Unit Owner's sole risk, and subject to any reasonable rules and regulations which may be promulgated by the Board of Directors or the Association. Those portions of the indoor Parking Area leading to and from the Parking Units shall remain unobstructed, and no party shall have the right to place any personal property, trash, equipment or goods in such areas, or otherwise park any vehicles in such areas. All costs associated with the maintenance of the Parking Areas shall be a common expense, including the upkeep, maintenance and repair of the garage entry door. The loading area at the rear of the Building is intended solely for loading and unloading of packages and related items by residents of the Building, and shall not be used for general parking purposes. The Board of Directors may implement rules regarding the use of this area, including, the towing of cars for violations of any rules regarding the use of the loading area.

10. INSURANCE, DESTRUCTION, RESTORATION, CONDEMNATION AND DISTRIBUTION

10.1 Authority

The Board of Directors shall obtain and maintain casualty and liability insurance under such terms and for such amounts as shall be deemed necessary by the Board of Directors, but in no event less than the amount required by Section 10.2. The insurance premiums paid by the Board shall be charged as items of Common Expense. Such insurance coverage shall provide for the issuance of certificates of insurance and mortgagee endorsements to all First Mortgagees of the Units, if requested. Such insurance coverage shall be written on the Condominium and shall provide for the insurance proceeds covering any loss to be payable to the Board of Directors as Insurance Trustee for the benefit of each Unit Owner and his mortgagee as their interests appear.

10.2 Coverage

10.2.1 The Condominium shall be insured, to the extent available, against casualty or physical damage in a minimum amount equal to the maximum insurable replacement value (i.e., 100% of replacement costs based upon the value of replacing the Building and all improvements of the Condominium utilizing contemporary building materials and technology) thereof (exclusive of excavations and foundations) as determined annually by the Board of Directors with assistance of the insurance company affording such coverage. The policy shall cover all the improvements of the Condominium except those made by a Unit Owner at its expense and shall contain a "condominium replacement cost" endorsement. Such coverage shall afford protection against:

- (1) loss or damage by fire, vandalism, malicious mischief, windstorm, and other hazards covered by the standard extended coverage endorsement together with coverage for Common Expenses with respect to condominium units during any period of repair or reconstruction; and
- (2) such other risks as shall customarily be covered with respect to projects similar in construction, location and use as the Board of Directors in their sound discretion may deem advisable. Such coverage shall insure the Building (including all of the Units and bathroom, laundry and kitchen equipment, fixtures and cabinets, and electrical fixtures, together with all air-conditioning, heating and other equipment, but not including furniture, furnishings or other personal property supplied or installed by Unit Owners) and other

Condominium Property including all personal property included in the Common Elements. The Condominium shall also be insured against liability for personal injury and property damage in such amounts and such forms as shall be required by the Board of Directors, which, however, in no event shall be less than \$1,000,000 with respect to any one occurrence. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Association as a group, the Board and each individual Unit Owner. The deductible, if any, on any policy of insurance purchased by the Board of Directors, shall be paid by the Association, except that if the claim relates solely to any item that is a component of the Unit, the deductible shall be paid by such Unit Owner. Workmen's Compensation insurance shall be obtained where necessary to meet the requirements of law. In addition to the foregoing, the Board of Directors may obtain such additional insurance coverage as it may deem advisable and appropriate or as may be requested from time to time by a majority of the Unit Owners.

10.2.2 The Board of Directors, at the request of any Unit Owner of any Unit or at the request of the mortgagee of any Unit, shall promptly obtain and forward to such Unit Owner or mortgagee:

- (1) an endorsement to any of the policies aforementioned in this Section showing the interest of such Unit Owner or mortgagee as it may appear;
- (2) certificates of insurance relating to any of such policies; and
- (3) copies of any such policies duly certified by the insurer or its duly authorized agent.

10.3 Limitations

Insurance obtained pursuant to the requirements of this Section 10 shall be subject to the following provisions:

- (1) Each policy shall be written with a company or companies which are licensed to do business in the District of Columbia and which holds a rating of "A-" or better in the current edition of Best's Key Rating Guide.

- (2) No insurance coverage obtained and maintained pursuant to the requirements of this Section 10 shall be brought into contribution with insurance purchased individually by any of the Unit Owners or their mortgagees, as herein permitted, and any "no other insurance" or similar clause in any policy obtained by the Board of Directors pursuant to the requirements of this Section shall exclude such policies from consideration.
- (3) That an insurer that has issued policy under this section shall issue certificates or memoranda of insurance to the unit owners' association and, upon written request, to any unit owner, mortgage, or beneficiary under a deed of trust. The insurer that issues the policy may not cancel or refuse to renew the policy until 30 days after notice of the proposed cancellation or nonrenewal has been mailed to the unit owner's association, any unit owner, and any mortgage or beneficiary under a deed of trust to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.
- (4) Each policy of casualty insurance shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore or repair damage or reconstruct in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Board of Directors.
- (5) Each policy shall contain a waiver of subrogation by the insured as to any and all claims against the Unit Owners or member of the Unit owners household, the Association, the Board of Directors, the Managing Agent, and their respective agents, and of any defenses based upon coinsurance or invalidity arising from the acts of the insured.
- (6) Each policy shall provide that (i) the policy's coverage shall not be prejudiced by any act or neglect of any employees, tenants, mortgagees or invitees when such act or neglect is not within the control of the insured or the Unit Owners collectively; and (ii) the policy shall not be prejudiced by failure of the insured or the Unit Owners collectively to comply with any warranty or condition with regard to any portion of the Condominium over which the insured or the Unit Owners collectively have no control.

- (7) If the unit owners association brings suit against a unit owner, or vice versa, with respect to any loss, the insurer shall provide for the defense of the defendant.

10.4 Notice of Insurance Coverage

The Board of Directors shall promptly furnish to each Unit Owner or upon request, each First Mortgagee, written notice of the procurement, subsequent changes, or termination of each insurance policy obtained on behalf of the Association.

10.5 Individual Policies

Each Unit Owner or any mortgagee may obtain at his own expense additional insurance, including a "condominium unit owner's endorsement" for improvements and betterments to a Unit made or acquired at the expense of the Unit Owner. Such insurance should contain the same waiver of subrogation provision as that required by Section 10.3. It is recommended that each Unit Owner obtain, in addition to the insurance hereinabove provided to be obtained by the Association, a "Condominium Unit Owner's Policy," or equivalent, to insure against loss or damage to personal property used or incidental to the occupancy of the Unit, additional living expense, vandalism or malicious mischief, theft, personal liability and the like. No Unit Owner shall maintain insurance coverage which will tend to decrease the amount which the Association may realize under any insurance policy which it may have in force at any particular time; the Board of Directors may require that each Unit Owner shall file with the Managing Agent and/or Board of Directors a copy of each individual policy insurance purchased by the Unit Owner within 30 days after its purchase. The Board of Directors may also require that each Unit Owner shall notify the Board of Directors of all improvements made by him to his Unit having a value in excess of \$5,000.

10.6 Insurance Trustee

- 10.6.1 All physical damage insurance policies purchased by the Board of Directors shall be for the benefit of the Unit Owner's Association, the Unit Owners, their Mortgagees and the Declarant, as their interests may appear, and shall provide that, with respect to any single loss, if the proceeds thereof exceed \$50,000 then all such proceeds shall be paid in trust to such bank, insurance company, trust company or other agency, which may be located in the District of

Columbia or in the metropolitan Washington, D.C. area, with trust powers, as may be designated by the Board of Directors (which trustee is, herein referred to as the "Insurance Trustee"). If such proceeds do not exceed \$50,000.00, then all such proceeds shall be paid to the Board of Directors to be applied pursuant to the terms of this Article 10.

10.6.2 The Board of Directors shall enter into an Insurance Trust Agreement with the Insurance Trustee chosen by the Board of Directors, with the approval of a majority of the Mortgagees holding first Mortgages on Condominium Units, which shall provide that the Insurance Trustee shall not be liable for payment of premiums, the renewal of the policies, the sufficiency of the coverage, the form or contents of the policies, the correctness of any amounts received on account of the proceeds of any insurance policies nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust for the purposes stated in these Bylaws, and/or otherwise provided by District of Columbia law for the benefit of the insureds and their beneficiaries. All physical damage insurance policies purchased by the Board of Directors shall provide that any Insurance Trust Agreement will be recognized.

10.6.3 The Board of Directors or its authorized representative hereby is irrevocably appointed the exclusive agent and the attorney-in-fact for each Unit Owner, each Mortgagee, other named insureds and their beneficiaries and any other holder of a lien or other interest in the Condominium or the property to adjust and settle all claims arising under insurance policies purchased by the Board of Directors and to execute and deliver releases upon the payment of claims.

10.7 Covenants for Benefit of Mortgagees

Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the Unit Owner entitled thereto after first paying or making provision for the payment of the expenses of the Insurance Trustee, in the following manner:

- (1) Proceeds are to be paid first to repair or restore damage or destruction, as elsewhere provided herein. After defraying the cost of the repair or restoration, all remaining proceeds shall be payable jointly to the Unit Owners and First Mortgagees, if any entitled

thereto. This covenant is for the benefit of any First Mortgagee and may be enforced by such mortgagee.

- (2) If it is determined in the manner elsewhere provided herein that the damage for which the proceeds are paid shall not be reconstructed or repaired, then and in that event, the Condominium shall be deemed to be owned in common by the Unit Owners and shall be subject to an action for partition upon the suit of any Unit Owner or mortgagee in which event the net proceeds of sale together with the net proceeds of any insurance shall be distributed pro rata to the Unit Owners, after first paying off, out of the share of each Unit Owner, to the extent sufficient for that purpose, all liens, including mortgage liens, on the Unit of such Unit Owner. This is a covenant for the benefit of any mortgagee and may be enforced by such mortgagee.

10.8 Repair and Reconstruction After Fire or Other Casualty

10.8.1 When Repair and Reconstruction are Required Subject to the provisions of 10.8.4 below, and further subject to Section 310 of the Condominium Act, in the event of damage to or destruction of all or any of the Units or the Building or Common Elements as a result of fire or other casualty, the Board of Directors shall give timely notice thereof to each institutional holder of a first Mortgage on any Unit and, if applicable, under the direction of the Insurance Trustee, shall arrange for and supervise the prompt repair and restoration of the Building.

10.8.2 Procedure for Reconstruction and Repair

- (a) Cost Estimate. Immediately after a partial condemnation or a fire or other casualty causing damage to any part of the Building, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring the Building (including any damaged Units, and any kitchen and bathroom fixtures and appliances installed by the Declarant or its predecessors, but not including any other furniture, furnishings, fixtures or equipment installed by the Unit Owners in the Units) to a condition as good as that existing before such fire or other casualty. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary.

- (b) **Assessments.** If the proceeds of insurance maintained by the Condominium are not sufficient to defray such estimated costs, a special assessment shall be made against all the Units in proportion to the Par Value of the Units, in sufficient amounts to provide funds to pay the estimated costs. If at any time during reconstruction and repair, or upon completion of reconstruction or repair, the funds for payment of the costs thereof are insufficient, assessments shall be made against all of the Units in proportion to the Par Value in sufficient amounts to provide funds for the payment of such costs.
- (c) **Plans and Specifications.** Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the Property was constructed originally, subject to the requirements of applicable law at the time of reconstruction or repair.
- (d) **Encroachments.** Encroachments upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Unit Owner upon whose property such encroachment exists. Such encroachments shall be allowed to continue in existence for so long as the reconstructed Building(s) shall stand.

10.8.3 Disbursements of Construction Funds

- (a) **Construction Fund and Disbursement.** The net proceeds of insurance collected on account of casualty, and the sums received by the Board of Directors from collections of assessments against Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payments of the costs of reconstruction and repair in the following manner: If the estimated costs of reconstruction and repair is Fifty Thousand Dollars (\$50,000.00) or more, the construction fund shall be disbursed in payment of such costs by the Insurance Trustee upon approval of an architect qualified to practice in the District of Columbia and employed by the Insurance Trustee to supervise such work, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by

various contractors, subcontractors, materialmen, the architect and other persons who have rendered services or furnished materials in connection with the work and stating that: (a) the sums requested by them in payment are justly due and owing and that such sums do not exceed the value of the services and materials furnished; (b) there is no other outstanding indebtedness known to such architect for the services and materials described; and (c) the cost as estimated by such architect for the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining after payment of the sum so requested.

- (b) Surplus. It shall be presumed that the first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds and, if there is a balance in the construction fund after the payment of all of the costs of the reconstruction and repair for which the fund is established, such balance shall be divided among the Unit Owners in proportion to their Percentage Interests and, in each case shall be distributed in accordance with the priority of interests of law or in equity in each Unit.
- (c) Common Elements. When the damage is to both Common Elements and Units, the insurance proceeds shall be applied first to the cost of repairing those portions of the Common Elements which enclose and service the Units, next to the cost of repairing the perimeter walls of the Units, next to the cost of repairing the other Common Elements, and the balance, if any, to the cost of repairing the Units.
- (d) Certificate. The Insurance Trustee shall be entitled to rely upon a certificate executed by the President or Vice President, and the Secretary, certifying (i) whether the damaged Property is required to be reconstructed and repaired; (ii) the name of the payee and the amount to be paid with respect to disbursement from any construction fund or whether surplus funds to be distributed are less than the assessments paid by the Unit Owners; and (iii) all other matters concerning the holding and disbursing of any construction fund. Any such certificate shall be delivered to the Insurance Trustee promptly after request.

10.8.4 When Reconstruction Is Not Required

Notwithstanding any other provision of these Bylaws or of the Declaration to the contrary requiring a lesser percent approval by Owners or mortgagees, any portion of the Condominium for which insurance is required under this section that is damaged or destroyed shall be repaired or replaced promptly by the Unit Owners' Association unless the Condominium is terminated, repair or replacement would be illegal under any health or safety statute, rule or regulation, or 80% of the Unit Owners, including every Owner of a Unit or assigned Limited Common Element which will not be rebuilt, vote not to rebuild. If the entire Condominium is not repaired, the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium. The insurance proceeds attributable to the Units and Limited Common Elements that are not rebuilt shall be distributed to the Owners of those units and the Owners of the Units to which those Limited Common Elements appertained, or to lien holders, as their interests may appear. The remainder of the proceeds shall be distributed to all the Unit Owners or lien holders, as their interest may appear, in proportion to the interests in the Common Elements appertaining to all the Units. If the Unit Owners vote not to rebuild any Unit, that Unit's allocated interest shall be automatically reallocated upon the vote as if the Unit had been condemned under §45-1806 of the Act, and the Unit Owner's Association promptly shall prepare, execute, and record an amendment to the Condominium Instruments reflecting the reallocations. Notwithstanding the provisions of this subsection, §45-1838 of the Act governs the distribution of insurance proceeds if the Condominium is terminated.

10.9 Condemnation

A taking of, injury to, or destruction of part or all of the property by the exercise of the power of eminent domain shall be considered to be included in the term damage or destruction as provided in Section 10.7 and the award or settlement may, or any other compensation arising out of any taking or condemnation shall, be treated in the same manner as insurance proceeds arising from a casualty loss.

10.10 Disbursements

Any and all disbursements of funds, whether such funds consist of insurance proceeds, special assessments, sale proceeds, or any combination thereof, to be made by the Insurance Trustee for any purpose whatsoever, shall be made pursuant to and in accordance with a certified statement of the Association or the Board of Directors.

10.11 Notification

The Board of Directors shall give written notice to: (a) the First Mortgagee of the Unit whenever damage to the Unit covered by the mortgage exceeds \$1,000; and (b) all First Mortgagees whenever damage to the Common Elements exceeds \$10,000.

10.12 Premiums and Deductibles

Premiums and deductibles upon all insurance policies purchased by the Board of Directors shall be deemed to be a Common Expense.

11. MORTGAGES**11.1 Notice to Board**

A Unit Owner who mortgages his Unit shall notify the Board of Directors, through the Managing Agent, if applicable, of the name and address of his mortgagee; the Board shall maintain such information in a book entitled "Mortgagees of Units."

11.2 Notice of Unpaid Assessments

The Board, whenever so requested in writing by a mortgagee, shall promptly report any then unpaid assessments due from the owner of the mortgaged Unit.

11.3 Notice of Default

The Board shall give written notice to a Unit Owner of any default by the Unit Owner in the performance of any obligations under the Act or Condominium Instruments, and, if such default is not cured within 60 days, shall promptly send a copy of such notice to each holder of a mortgage

covering such Unit whose name and address has theretofore been furnished to the Board.

11.4 Examination of Books

Each Unit Owner and each First Mortgagee shall be permitted to examine the books and accounts of the Condominium at reasonable times, on business days.

11.5 Notice of Meetings

Upon request, each First Mortgagee of a Unit shall receive notice, in writing, of all meetings of the Association, and shall be permitted to designate a representative to attend all such meetings.

12. NOTICE.

12.1 Manner of Notice

Unless specified otherwise in other sections of these Bylaws, whenever any notice is required to be given under the provisions of the Act or of the Condominium Instruments to any mortgagee, director or Unit Owner, it shall not be construed to require personal notice, but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a post-paid sealed wrapper, addressed to such mortgagee, director or Unit Owner at such address as appears on the books of the Condominium, and such notice shall be deemed to be given at the time when the same shall be thus mailed.

12.2 Waiver of Notice

Whenever any notice is required to be given under the provisions of the Act or the Condominium Instruments, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto.

13. AMENDMENT OF CONDOMINIUM INSTRUMENTS

13.1 Amendment of Bylaws

At a meeting of the Association called for that purpose, these Bylaws may be amended by the affirmative vote of Unit Owners representing at least two thirds of the votes in the Association; provided, however that: (a) Section 5.2 insofar as it relates to the selection of members of the Board of Directors by the Declarant, (b) Section 4.3.5 insofar as it provided that the Declarant, so long as it is the owner of one or more Units, may vote the votes appurtenant thereto, and (c) Section 9; may not be amended without the consent in writing of the Declarant, so long as the Declarant shall be a Unit Owner. Furthermore, notwithstanding the foregoing, so long as the Declarant is the owner of one or more Units, no amendment to the Bylaws or Rules and Regulations may be adopted which could interfere with the display, sale, lease, or other disposition of such Unit or Units. No amendment made in accordance herewith shall violate any provisions or limitations contained in the Condominium Amendment Act, including the provisions set forth in Section 45-1837 (e) of the Act. Amendments may be proposed by the Board of Directors or by petition signed by Unit Owners representing at least 30% of the votes in the Association. No amendments to the Bylaws shall become effective until recorded. The Declarant reserves the right to amend these Bylaws so long as there is no Unit Owner other than the Declarant.

13.2 Approval of Mortgagees

Unless other provisions of District of Columbia, these Bylaws or the Declaration require a greater percentage, to effect any amendment of a material nature to these Bylaws or the Declaration approval must be obtained from first trust mortgage holders who represent at least sixty-seven percent (67%) of the votes of units that are subject to mortgages. A change to any of the following would be considered as material:

- (1) voting rights;
- (2) assessments, assessment liens, or the priority of assessment liens;
- (3) reserves for maintenance, repair, and replacement of common areas;
- (4) responsibility for maintenance and repair of the several portions of the Condominium;
- (5) following partial condemnation, partial destruction or otherwise; reallocation of interests in the general or limited common areas, or rights to their use;

- (6) redefinition of any unit boundaries;
- (7) convertibility of Units into common areas or vice versa;
- (8) expansion or contraction of the Condominium, or the addition, annexation, or withdrawal of property to or from the project;
- (9) insurance or fidelity bond;
- (10) imposition of any right of first refusal or other restriction on a Unit Owner's right to sell, transfer or otherwise convey his or her Unit;
- (11) a decision by the Owners' Association to establish self-management when professional management had been required previously by the project's documents or by an eligible mortgage holder;
- (12) restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the documents;
- (13) any action to terminate the legal status of the project after substantial destruction or condemnation occurs;
- (14) the purposes to which any Unit or the common elements are restricted;
- (15) rights to use of the common elements; and
- (16) any provisions that expressly benefit mortgage holders, insurers, or guarantors.

Amendments unrelated to those matters stated above shall be considered non-material.

13.3 Amendment by Declarant

Notwithstanding the provisions of Sections 13.1 and 13.2, the Declarant reserves the right to amend the Condominium Instruments in accordance with the provisions of the Condominium Act and or the Declaration.

13.4 Compliance with Act

Notwithstanding anything herein to the contrary, the Condominium Instruments may be amended in accordance with the terms of the Condominium Amendment Act.

14. COMPLIANCE AND DEFAULT

14.1 Relief

Each Unit Owner shall be governed by, and shall comply with, all of the terms of the Condominium Instruments and the Rules and Regulations, and any amendments of the same. A default by a Unit Owner shall entitle the Association acting through the Board of Directors, the Managing Agent or the Manager, to the relief set forth in this Section 14.

14.2 Legal Proceedings

Failure to comply with any of the terms of the Condominium Instruments and the Rules and Regulations shall be grounds for relief which may include without limiting the same, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in these Bylaws, or any combination thereof, and/or any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, the Board of Directors, the Manager or the Managing Agent, or if appropriate, by an aggrieved Unit Owner.

14.3 Notice to Mortgagee of Foreclosure

No suit or other proceeding may be brought by the Association to foreclose the lien for any assessments levied pursuant to the Declaration or these Bylaws except after 15 days' written notice to the First Mortgagee on the Unit which is the subject matter of the proceeding.

14.4 Additional Liability

Each Unit Owner shall be liable for the expenses of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or the act, neglect or carelessness of any member of his family or his employees, agents, or licensees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board of Directors. Such

liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by an insurance company of its rights of subrogation.

14.5 Costs and Attorney's Fees

In any proceeding arising out of an alleged default by a Unit Owner, including but not limited to, a default in the payment of any condominium assessment (or installment), the prevailing party shall be entitled to recover the costs of the proceedings, and such reasonable attorney's fees as may be determined by the court.

14.6 No Waiver of Rights

The failure of the Association, the Board of Directors or any Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Instruments or the Rules and Regulations shall not constitute a waiver of the right of the Association, the Board of Directors or any Unit Owner to enforce any right, provisions, covenant or condition of the Condominium Instruments or the Rules and Regulations in the future. All rights, remedies and privileges granted to the Association, Board of Directors or any Unit Owner pursuant to any term, provision, covenant or condition of the Condominium Instruments or Rules and Regulations shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same, from exercising such privileges as may be granted to such party by the Condominium Instruments or the Rules and Regulations, or at law or in equity.

14.7 Abatement and Enjoinment of Violations by Unit Owners

The violation of any Rule and Regulation adopted by the Board of Directors, or the breach of any Bylaws contained herein, or the breach of any provisions of the Condominium Instrument, (after due notice to the Unit Owner that said violation or breach constitutes an immediate danger to the Condominium and Unit Owners) shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws: (i) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors

shall not thereby be deemed guilty in any manner of trespass; or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

14.8 Lien for Contributions

- 14.8.1** The total annual contribution of each Unit Owner for the Common Expenses levied pursuant to these Bylaws is hereby declared to be a lien levied against the Unit of such Unit Owner within the purview of the Act, which lien shall be effective as of the first day of each fiscal year of the Condominium. If required, the Board of Directors, or the Manager or Managing Agent, may file or record such other or further notice of lien, or such other or further document as may be required by the then laws of the District of Columbia to confirm the establishment of such lien.
- 14.8.2** In any case where an assessment against a Unit Owner is payable in installments, upon a default by such Unit Owner in the payment of any single installment, which continues for 15 days after written notice of such default has been sent to the Unit Owner, the maturity of the remaining total of the unpaid installments of such assessments may be accelerated, at the option of the Board of Directors, and the then balance owing may be declared due and payable in full together with interest thereon at the lesser of 10% per annum or the maximum rate of interest permitted to be charged to natural persons in the District of Columbia with respect to first mortgage loans at the time such installment or assessment becomes due, whichever is lesser, and the cost of collection thereof, by the service of notice to such effect upon the defaulting Unit Owner by the Board of Directors or Managing Agent.
- 14.8.3** The Board of Directors may post a list of Unit Owners who are delinquent in the payment of any assessment or other fees which may be due the Association, including any installment thereof which becomes delinquent, in any prominent location within the Condominium. The Unit Owner who is delinquent shall be prohibited from voting at any meeting of the Unit Owners Association until the amount past due has been paid.
- 14.8.4** The lien for assessments may be foreclosed in any manner provided by the laws of the District of Columbia in the name of the Board of Directors, acting on behalf of the Association (including by means of

a non-judicial power of sale which power of sale is hereby vested in the Board of Directors). During the pendency of any suit or foreclosure action the Unit Owner shall be required to pay a reasonable rental for the Unit for any period prior to sale. The Board of Directors or the Association shall have the right to the appointment of a receiver, if available under the then laws of the District of Columbia, to collect rent from the date of default by the Unit Owner.

- 14.8.5 (1) The lien for assessments shall be prior to any other lien or encumbrance except:
- (A) A lien or encumbrance recorded prior to the recordation of the declaration;
 - (B) A 1st mortgage for the benefit of an institutional lender or a 1st deed of trust for the benefit of an institutional lender on the unit recorded before the date on which the assessment sought to be enforced became delinquent; or
 - (C) A lien for real estate taxes or municipal assessments or charges against the unit.
- (2) Except for a mortgage or deed of trust recorded prior to the effective date of the Condominium Amendment Act, the lien for assessments shall be prior to a mortgage or deed of trust described in paragraph (1) (B) of this subsection to the extent of the common expense assessments based on the periodic budget adopted by the unit owner's association which would have become due in the absence of acceleration during the 6 months immediately preceding institution of an action to enforce the lien. The provisions of this subsection shall not affect the priority of any mechanics' or materialmen's lien.
- (3) The recording of the condominium instruments pursuant to the provisions of the Condominium Amendment Act shall constitute record notice of the existence of such lien and no further recordation of any claim of lien for assessment shall be required.

- (4) A unit owner shall have the right to cure any default in payment of an assessment at any time prior to the foreclosure sale by tendering payment in full of past due assessments, plus any late charge or interest due and reasonable attorney's fees and costs incurred in connection with the enforcement of the lien for the assessment.
- (5) The Board of Directors shall have the authority to deed a unit sold at a foreclosure sale by the unit owners' association to the purchaser at the sale. The recitals in the deed shall be prima facie evidence of the truth of the statement made in the deed and conclusive evidence in favor of bona fide purchasers for value.
- (6) A foreclosure sale shall not be held until 30 days after notice is sent by certified mail to a unit owner at the mailing address of the unit and at any other address designated by the unit owner to the executive board for purpose of notice. A copy of the notice shall be sent to the Mayor or the Mayor's designated agent at least 30 day in advance of the sale. The notice shall specify the amount of any assessment past due, and any accrued interest or late charge, as of the date of the notice. The notice shall notify the unit owner that if past due and accrued interest or late charge are not paid within 30 days after the date the notice is mailed, the executive board shall sell the unit at a public sale at the time, place, and date stated in the notice.
- (7) The date of sale shall not be sooner than 31 days from the date the notice is mailed. The executive board shall give public notice of the foreclosure sale by advertisement in at least 1 newspaper of general circulation in the District of Columbia and by any other means the executive board deems necessary and appropriate to give notice of sale. The newspaper advertisement shall appear on at least 3 separate days during the 15-day period prior to the date of the sale.
- (8) The proceeds of a sale shall be applied:

 - (A) To any unpaid assessment with interest or late charges.;

- (B) To the cost of foreclosure, including but not limited to, reasonable attorney's fees; and
- (C) The balance to any person legally entitled to the proceeds

14.9 Information to be Furnished in the Event of Resale by a Unit Owner

14.9.1 The Board of Directors or a duly designated agent or the Managing Agent, upon written request of any Unit Owner, shall furnish to such Unit Owner upon not less than ten business days' prior written notice the statements prescribed by Section 411(a) of the Act as follows:

- (1) Statement regarding any unpaid assessments.
- (2) Statement concerning any rights of first refusal or other restraints on free alienability.
- (3) Statement of any capital expenditures anticipated by the Association within the current or succeeding two fiscal years.
- (4) Statement of the status and amount of reserves for capital expenditures, contingencies, and improvements, and any portion of such reserves earmarked for any specified project by the Board of Directors.
- (5) A copy of the statement of financial condition of the Association for the then most recent fiscal year for which such statement is available and the current operating budget, if any.
- (6) Statement of the status of any pending suits or any judgments to which the Association is a party.
- (7) Statement setting forth that insurance coverage is provided for all Unit Owners by the Association and a statement whether such coverage includes public liability, loss or damage by fire and extended coverage insurance with respect to the Unit and its contents.
- (8) Statement that any improvements or alterations made to the Unit, or the Limited Common Elements assigned thereto, by

the prior Unit Owner are not in violation of the Condominium Instruments.

14.9.2 The Board of Directors may impose a reasonable fee not to exceed \$50 to furnish all the information required in accordance with Section 14.11.1 and payment thereof shall be a prerequisite to the issuance of any such statement.

15. MISCELLANEOUS

15.1 Compliance

These Bylaws are set forth in compliance with the requirements of the Condominium Amendment Act.

15.2 Conflict

These Bylaws are subordinate and subject to the Act, the Declaration and the Condominium Plat and Condominium Plans. In the event of any conflict between these Bylaws and the other Condominium Instruments, the provisions of the other Condominium Instruments shall control.

15.3 Severability

These Bylaws are adopted to comply with the laws and regulations of the District of Columbia. If any provision of these Bylaws or the application thereof in any circumstances is held invalid, the validity of the remainder of these Bylaws shall not be affected thereby, and to this end the provisions of these Bylaws are declared to be severable.

15.4 Waiver

No restriction, condition, obligation or provision of these Bylaws shall be deemed to be abrogated or waived by reason or any failure to enforce the same.

15.5 Captions

The captions (section headings) of these Bylaws are for convenience only and are not a part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.

15.6 Gender, Number

Whenever in these Bylaws the context so permits, the use of the singular shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

15.7 Consents

Any other provision of these Bylaws or of the Declaration to the contrary notwithstanding, neither the Association nor the Board of Directors shall institute any proceeding (or by omission cause or allow to occur), without the prior written consent of (i) First Mortgagees holding liens on at least seventy-five percent (75%) of the Units (based upon one vote for each Unit encumbered) and (ii) at least 80% of the Unit Owners, to take any of the following actions:

- (1) change any Unit's Percentage Interest in the Common Elements;
- (2) partition or subdivide any Unit, or any Unit's Percentage Interest in the Common Elements, nor subdivide, abandon, encumber, sell or transfer the Common Elements (except permitted assignment of Limited Common Elements);
- (3) seek to abandon or terminate the Condominium status of the Property except as provided by the Act in the case of substantial loss to the Units and the Common Elements;
- (4) modify the method of determining and collecting assessments or allocating distributions of casualty insurance proceeds or condemnation awards;
- (5) use the proceeds of casualty insurance for any purpose other than restoration, repair or replacement, except as otherwise provided in the Condominium Act in the case of substantial loss.

15.8 Notice of Loss to or Taking of Common Elements

The Board of Directors shall give written notice to Federal Home Loan Mortgage Corporation (c/o its Servicer) of any loss to or taking of the Common Elements of the Condominium, if such loss or taking exceeds \$10,000 or, with respect to a Unit covered by a mortgage which has been purchased, in whole or in part, where the loss or taking exceeds \$1,000.

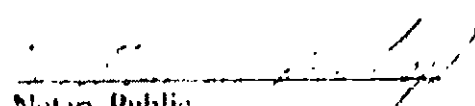
In Witness Whereof, on this 29th day of October, 1999, 3901 Connecticut L.L.C. has caused this document to be executed on its behalf by WK Investors, L.L.C., its Managing Member, which has caused this document to be signed by its Managing Member, Lamont H. Hoffman.

3901 Connecticut L.L.C.

By: WK INVESTORS, L.L.C., Managing Member

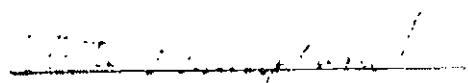
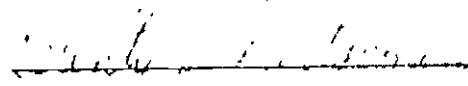
By: 
Lamont H. Hoffman, Managing Member

This instrument was acknowledged before me on this _____ day of _____, 1999, by Lamont H. Hoffman, in his capacity as Managing Member of WK Investors, L.L.C., Managing Member of 3901 Connecticut L.L.C.


Notary Public

SEAL.

My Commission Expires:


 SS

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EXHIBIT A

**EXHIBIT A TO BYLAWS
OF
THE 3901 CONNECTICUT AVENUE CONDOMINIUM**

Legal Description

Lot 2 in Square 2234

Order: 3HH97QX9D
Address: 3901 Connecticut Ave NW Apt 308
Order Date: 10-08-2019
Document not for resale
HomeWiseDocs

012790 00433

EXHIBIT V-B

**ESTIMATE OF INITIAL CONDOMINIUM FEES
AND
CAPITAL CONTRIBUTION**

Order: 3HH97QX9D
Address: 3901 Connecticut Ave NW Apt 308
Order Date: 10-08-2019
Document not for resale
HomeWiseDocs

EXHIBIT V-B

3901 CONNECTICUT AVENUE CONDOMINIUM

PERCENTAGE INTEREST AND ESTIMATE
OF MONTHLY CONDOMINIUM FEE FOR EACH UNIT

<u>Unit Number</u>	<u>Percent Interest</u>	<u>Monthly Condominium Fee</u>	<u>Initial Assessment (2 Months)</u>
101	1.75%	376.25	752.50
102	1.26%	270.90	541.80
103	1.56%	335.40	670.80
104	1.60%	344.00	688.00
105	2.04%	438.60	877.20
106	.82%	176.30	352.60
107	1.49%	320.35	640.70
108	1.98%	425.70	851.40
109	1.25%	268.75	537.50
110	1.69%	363.35	726.70
112	.924%	197.80	395.60
114	.85%	182.75	365.50
200	1.28%	275.20	550.40
201	1.75%	376.25	752.50
202	1.28	275.20	550.40
203	1.56%	335.40	670.80
204	1.60%	344.00	688.00
205	2.04%	438.60	877.20
206	.82%	176.30	352.60
207	1.49%	320.35	640.70
208	1.98%	425.70	851.40

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209	1.25%	268.75	537.50
210	1.69%	363.35	720.60
211	.79%	169.85	339.70
212	.92%	197.80	395.60
214	.85%	182.75	365.50
300	1.28%	275.20	550.40
301	1.75%	376.25	752.50
302	1.28%	275.20	550.40
303	1.56%	335.40	670.80
304	1.60%	344.00	688.00
305	2.04%	438.60	877.20
306	.82%	173.60	347.20
307	1.49%	320.35	640.70
308	1.98%	425.70	851.40
309	1.25%	268.75	537.50
310	1.69%	363.35	726.70
311	.79%	169.85	339.70
312	.92%	197.80	395.60
314	.95%	204.25	408.50
400	1.28%	275.20	550.40
401	1.75%	376.25	752.50
402	2.19%	470.85	941.70
403	1.56%	335.40	670.80
404	1.60%	344.00	688.00
405	2.04%	438.60	877.20
406	.82%	173.60	347.20
407	1.49%	320.35	640.70
408	1.98%	425.70	851.40
409	1.28%	275.20	550.40

Order: 3HH97QX9D

Address: 23901 Connecticut Ave NW Apt 308

Order Date: 10-08-2019

Document not for resale

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EXHIBIT V-B

3901 CONNECTICUT AVENUE CONDOMINIUM

PERCENTAGE INTEREST AND ESTIMATE
OF MONTHLY CONDOMINIUM FEE FOR EACH UNIT

<u>Unit Number</u>	<u>Percent Interest</u>	<u>Monthly Condominium Fee</u>	<u>Initial Assessment (2 Months)</u>
101	1.75%	376.25	752.50
102	1.26%	270.90	541.80
103	1.56%	335.40	670.80
104	1.60%	344.00	688.00
105	2.04%	438.60	877.20
106	.82%	176.30	352.60
107	1.49%	320.35	640.70
108	1.98%	425.70	851.40
109	1.25%	268.75	537.50
110	1.69%	363.35	726.70
112	.924%	197.80	395.60
114	.85%	182.75	365.50
200	1.28%	275.20	550.40
201	1.75%	376.25	752.50
202	1.28	275.20	550.40
203	1.56%	335.40	670.80
204	1.60%	344.00	688.00
205	2.04%	438.60	877.20
206	.82%	176.30	352.60
207	1.49%	320.35	640.70
208	1.98%	425.70	851.40

Order: 3HH97QX125
 Address: 3901 Connecticut Ave NW Apt 308
 Order Date: 10-08-2019
 Document not for resale
 HomeWiseDocs

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209	1.25%	268.75	537.50
210	1.69%	363.35	720.60
211	.79%	169.85	339.70
212	.92%	197.80	395.60
214	.85%	182.75	365.50
300	1.28%	275.20	550.40
301	1.75%	376.25	752.50
302	1.28%	275.20	550.40
303	1.56%	335.40	670.80
304	1.60%	344.00	688.00
305	2.04%	438.60	877.20
306	.82%	173.60	347.20
307	1.49%	320.35	640.70
308	1.98%	425.70	851.40
309	1.25%	268.75	537.50
310	1.69%	363.35	726.70
311	.79%	169.85	339.70
312	.92%	197.80	395.60
314	.95%	204.25	408.50
400	1.28%	275.20	550.40
401	1.75%	376.25	752.50
402	2.19%	470.85	941.70
403	1.56%	335.40	670.80
404	1.60%	344.00	688.00
405	2.04%	438.60	877.20
406	.82%	173.60	347.20
407	1.49%	320.35	640.70
408	1.98%	425.70	851.40
409	1.28%	275.20	550.40

Order: 3HH97QX9D

Address: 2901 Connecticut Ave NW Apt 308

Order Date: 10-08-2019

Document not for resale

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410	1.69%	363.35	726.70
411	.79%	169.85	339.70
414	.85%	182.75	365.50
500	1.28%	275.20	550.40
501	1.75%	376.25	752.50
502	2.19%	470.85	941.70
503	1.56%	335.40	670.80
504	1.60%	344.00	688.00
505	2.04%	438.60	877.20
506	.82%	176.30	352.60
507	1.49%	320.35	640.70
508	1.98%	425.70	851.40
509	1.25%	268.75	537.50
510	1.69%	363.35	726.70
511	.79%	169.85	339.70
512	.85%	182.75	365.50
P-1	0.10%	21.50	43.00
P-2	0.10%	21.50	43.00
P-3	0.10%	21.50	43.00
P-4	0.10%	21.50	43.00
P-5	0.10%	21.50	43.00
P-6	0.10%	21.50	43.00
P-7	0.10%	21.50	43.00
P-8	0.10%	21.50	43.00
P-9	0.10%	21.50	43.00
P-10	0.10%	21.50	43.00
P-11	0.10%	21.50	43.00
P-12	0.09%	19.35	38.70
P-13	0.09%	19.35	38.70

Order: 3HH97QX9D

Address: 3901 Connecticut Ave NW Apt 308

Order Date: 10-08-2019

Document not for resale

HomeWiseDocs

012790 00433

P-14	0.09%	19.35	38.70
P-15	0.09%	19.35	38.70
P-16	0.09%	19.35	38.70
P-17	0.09%	19.35	38.70
P-18	0.09%	19.35	38.70
P-19	0.09%	19.35	38.70
P-20	0.09%	19.35	38.70
P-21	0.09%	19.35	38.70
P-22	0.09%	19.35	38.70
P-23	0.09%	19.35	38.70
P-24	0.09%	19.35	38.70
P-25	0.08%	17.20	34.40
P-26	0.08%	17.20	34.40
P-27	0.08%	17.20	34.40
P-28	0.08%	17.20	34.40
P-29	0.08%	17.20	34.40
P-30	0.08%	17.20	34.40
P-31	0.08%	17.20	34.40
P-32	0.08%	17.20	34.40
P-33	0.08%	17.20	34.40
P-34	0.08%	17.20	34.40
P-35	0.08%	17.20	34.40
P-36	0.08%	17.20	34.40
P-37	0.08%	17.20	34.40
P-38	0.08%	17.20	34.40
P-39	0.08%	17.20	34.40
P-40	0.08%	17.20	34.40
P-41	0.08%	17.20	34.40
P-42	0.08%	17.20	34.40

Order: 3HH97QX9D

Address: 3901 Connecticut Ave NW Apt 308

Order Date: 10-08-2019

Document not for resale

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012790 00433

P-43	0.08%	17.20	34.40
P-44	0.08%	17.20	34.40
P-45	0.08%	17.20	34.40
P-46	0.08%	17.20	34.40
P-47	0.08%	17.20	34.40
P-48	0.08%	17.20	34.40
P-49	0.08%	17.20	34.40
P-50	0.08%	17.20	34.40
P-51	0.08%	17.20	34.40
P-52	0.08%	17.20	34.40
P-53	0.08%	17.20	34.40
P-54	0.08%	17.20	34.40
P-55	0.08%	17.20	34.40
P-56	0.08%	17.20	34.40
P-57	0.08%	17.20	34.40
P-58	0.08%	17.20	34.40
P-59	0.08%	17.20	34.40
P-60	0.08%	17.20	34.40
P-61	0.08%	17.20	34.40
P-62	0.08%	17.20	34.40
P-63	0.08%	17.20	34.40
P-64	0.08%	17.20	34.40
P-65	0.08%	17.20	34.40

Order: 3HH97QX9D

Address: 3901 Connecticut Ave NW Apt 308

Order Date: 10-08-2019

Document not for resale

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01279G00433

EXHIBIT V-C

MANAGEMENT AGREEMENT

Order: 3HH97QX9D
Address: 3901 Connecticut Ave NW Apt 308
Order Date: 10-08-2019
Document not for resale
HomeWiseDocs

EXHIBIT V-C**3901 CONNECTICUT AVENUE CONDOMINIUM****MANAGEMENT AGREEMENT - CONDOMINIUM ASSOCIATION**

THIS AGREEMENT, made as of the _____ day of _____, 199__ between the Unit Owners Association of 3901 Connecticut Avenue Condominium (hereinafter referred to as the "Association"), and _____ (hereinafter referred to as the "Agent").

WITNESSETH:

WHEREAS, the Association desires to employ the Agent as the exclusive management agent of the Condominium; and,

WHEREAS, the Agent desires to act as the exclusive management agent of the Condominium;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Association and the Agent hereby agree as follows:

1. The Association appoints the Agent, and the Agent accepts appointment, on the terms and conditions hereinafter provided, as the exclusive management agent of the Condominium, subject to the provisions of the Condominium Instruments and the exhibits incorporated therein.
2. The term of the Agreement shall commence on _____, 199__ and shall continue for a period of one (1) year thereafter. Notwithstanding the foregoing, the Association (acting through its Board of Directors) may,

with or without cause, terminate this Agreement at any time on ninety (90) days' written notice without payment of a termination fee.

3. As compensation for the services to be rendered by the Agent hereunder, the Association shall pay to the Agent the sum of _____ per month, payable monthly. The Agent is hereby authorized, without further action on the part of the Association, to make monthly deductions in payment of such installments from funds held or collected by the Agent for the account of the Association. It is the intent of the parties hereto that the compensation provided for herein shall be net of all operating, maintenance or other expenses of the Condominium.
4. The Agent shall (as agent of the Association) perform the following services with due diligence and care:
 - (a) cause to be hired, paid and supervised all persons necessary to be employed in order to properly maintain and operate the common elements of the Condominium, which persons shall be deemed to be employees of the Agent or Association, whichever the Agent may designate or deem most efficient. The Agent shall, with the funds to be made available by the Association, provide for the compensation and supervision of all such employees. The Agent shall exercise reasonable care in the selection, hiring and management of all such employees, but Agent assumes no other responsibility, express or implied, for the acts or omissions of such employees;
 - (b) contract for the maintenance of all of the areas and facilities constituting the common elements of the Condominium in accordance with the Bylaws adopted by the Association, in accordance with generally accepted maintenance and property

management practices and, specifically, in accordance with the instructions of the Board of Directors of the Association;

- (c) take all steps, including the procuring of any and all necessary emergency repairs, as may in its reasonable opinion be necessary for the preservation of the safety of the property constituting the Condominium or persons occupying same. In addition, the Agent shall take such emergency measures as may be necessary to avoid suspension or interruption of necessary utility services to the Condominium or any part thereof;
- (d) take such steps as may be necessary to eliminate any condition constituting a violation of any federal, state or municipal law, ordinance, rule or regulation;
- (e) contract for such utility and other services as may be desirable and/or necessary to serve the Condominium, and contract for cleaning services, trash removal services, extermination services or such other similar services as may be necessary or desirable to fulfill generally accepted property management practices or as may be requested by the Board of Directors;
- (f) cause to be effected and/or maintained, in such amounts and through such carriers as the Board of Directors shall designate or approve, fire, water damage, legal liability, public liability and any other insurance;
- (g) review all bills received for services, work and supplies ordered in connection with maintaining and operating the Condominium; and

pay or cause to be paid all such reasonable bills, as and when the same become due and payable;

- (h) provide for the billing of assessments and any other charges made or imposed by the Board of Directors, and diligently pursue the collection of such charges when due and unpaid. Upon approval of the Board of Directors, the Agent shall take such steps as may be necessary or desirable to enforce any lien for unpaid assessments and charges, including the employment and payment of counsel for the institution of legal proceedings;
- (i) consider and, when reasonable, attend to the complaints of any Unit Owner and/or his tenants which relates to a matter within the jurisdiction of the Association. If the Agent deems any such complaint to be unreasonable, it shall advise the Board of Directors in writing of the complaint and the reason for its opinion that the complaint is unreasonable. Complaints of Unit Owners or occupants shall be directed to a designated Board member or representative of the Agent;
- (j) establish an accounting system for the affairs of the Condominium for the purpose of recording all cash receipts and disbursements and moneys retained in any custodial or reserve accounts. The Agent shall make payment out of funds held for the account of the Association, or provided by the Association, and shall not be required to make any advance to or on behalf of the Association out of the Agent's funds. Any balance arising from excess of receipts over disbursements shall be held in reserve by Agent, unless otherwise directed by the Board. If the Agent shall voluntarily advance funds for the account of the Association, the Association

shall provide promptly for the reimbursement of the Agent, on demand, and the Agent shall have the right to reimburse itself out of any and all funds of the Association thereafter coming into its possession;

- (k) provide for the production of an annual report to the Association. The Agent shall cause all required federal, state or local income tax or other returns relating to the Condominium (but not with respect to Unit Owners) to be timely filed;
- (l) cause to be prepared and submitted annually to the Board of Directors not less than thirty (30) days prior to the annual meeting of the Association, a proposed operating budget for the ensuing fiscal year. Such proposed budget shall set forth the projected income and expenses with respect to the operation of the Condominium for the ensuing year, together with a comparison of said budget to the income and expenses of the current, and any required explanations with respect thereto;
- (m) at the request of the Association or the Board of Directors, cause a representative of the Agent to attend meetings of the Association and/or the Board of Directors. In no event shall the Agent be required to attend more than one such meeting in any one month.

5. The Agent shall confer fully with the Board of Directors in the performance of the Agent's duties under this Agreement. In the event that the Board of Directors and/or Association shall be liable to the Agent for any matter or thing arising out of this Agreement or out of the operation of the Condominium, the members of the Board of Directors shall have no personal liability therefor and each Unit Owner shall be liable to the Agent

only severally in proportion to his respective interest in the common expenses of the Condominium.

6. All funds collected by the Agent for the account of the Association shall be deposited in a federally-insured bank, in a special account separate from the Agent's fund. The Agent shall incur no liability or responsibility for any loss resulting from the insolvency or failure of any such depository, and in the event of the liquidation of any such depository, the Agent shall distribute, pro rata, to each Unit Owner, as his interest may appear, the proceeds of any such liquidation.
7. The Association agrees to indemnify and save the Agent harmless from any and all damages, costs or expenses for injury to any person or property in, about or in connection with the Condominium, from whatever cause, unless such injury or damage shall be the result of the negligence or willful misconduct of the Agent. Such indemnification shall include all damages, penalties, fines, costs, expenses (including reasonable attorneys' fees and disbursements) and other similar such sums whenever they shall be incurred by the Agent by reason of the performance of any of its duties hereunder, or by reason of instructions, written or oral, received from the Board of Directors, unless caused by Agent's gross negligence or willful misconduct. The Agent shall be named as an additional insured on any comprehensive general public liability insurance policy carried by the Association in connection with the Condominium.
8. Nothing contained in this Agreement shall be deemed to prohibit the Agent from engaging in the general business of real estate brokerage and/or management so long as the Agent shall continue to perform the duties and responsibilities assumed by it under this Agreement in a faithful, diligent and timely manner.

9. The Agent shall use best efforts to cause the Condominium to be operated in accordance with all applicable health, housing and other governmental laws and regulations.
10. Upon termination of this Agreement, the parties shall account to each other with respect to all matters outstanding as of the date of termination, and the Association shall furnish the Agent security, satisfactory to the Agent, against any outstanding obligations or liabilities which the Agent may have incurred hereunder.
11. All notices under this agreement shall be mailed to the Agent as follows:

All notices to the Association shall be mailed to it, c/o the then President at his home address. Notices shall be deemed to be given on the date on which they are postmarked, provided that they have been properly addressed and postage thereon has been fully prepaid.
12. If a petition in bankruptcy or insolvency, voluntary or involuntary, is filed by or against the Agent, or in the event that the Agent shall make an assignment for the benefit of creditors or take advantage of any insolvency or any other act for the relief of debtors, the Board of Directors may forthwith terminate this Agreement upon notice to the Agent.
13. This Agreement (a) shall be governed by the laws of the District of Columbia, (b) contains the entire agreement between the parties, (c) may not be changed orally but only by writing signed by the party to be charged thereby, and (d) shall be binding on the parties hereto, their successors and assigns.

14. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term shall be valid and enforceable to the fullest extent permitted by law.
15. Whenever the term "Agent" is used herein, it shall include the Agent, its agents, employees and representatives.

ATTEST: Unit Owners Association of
3901 Connecticut Avenue Condominium

By: _____

ATTEST: Agent

By: _____

012790 00433

EXHIBIT VI-A

PURCHASE AGREEMENT

Order: 3HH97QX9D
Address: 3901 Connecticut Ave NW Apt 308
Order Date: 10-08-2019
Document not for resale
HomeWiseDocs

EXHIBIT VI-A**THE 3901 CONNECTICUT AVENUE CONDOMINIUM
CONDOMINIUM UNIT PURCHASE AGREEMENT**

Unit No: _____ Percentage Interest: _____
 P.S. No: _____ Percentage Interest: _____

Title to be conveyed in the name(s) of: _____

THIS AGREEMENT is made between 3901 Connecticut L.L.C. ("Seller")

and _____ ("Purchaser")

Seller desires to sell and Purchaser desires to purchase Condominium Unit _____, and (if applicable) P.S. _____ in 3901 Connecticut Condominium (the "Condominium"), located at 3901 Connecticut Ave., N.W., 20008.

Now, Therefore, Seller and Purchaser, for good and valuable consideration, agree as follows:

1. PURCHASE AND SALE OF UNIT/PARKING SPACE

- 1.1 Seller agrees to sell to Purchaser, and Purchaser agrees to purchase, the Condominium Unit(s) identified in the Condominium Declaration as Unit Number _____ (the "Unit"), and, if applicable, the Parking Space identified as Parking Space No: ____ (the "Space" or "Parking Space"). The Unit's percentage interest in the Common Elements of the Condominium (the "Percentage Interest") as set forth in Exhibit B to the Condominium Declaration is ____%. The Parking Space's percentage interest in the Common Elements of the Condominium (the "Percentage Interest") as set forth in Exhibit B to the Condominium Declaration is ____%. The Unit and Space shall be conveyed "as is" as of the completion date, except as otherwise set forth in the Limited Warranty attached hereto, and unfurnished. Any furnishings and personal property displayed in any model unit are not included in the purchase price. Dimensions shown in any floor plan sketches are approximations.

2. PURCHASE PRICE AND TERMS OF PAYMENT

2.1 The Purchase Price of the Unit and Space is:

_____ (\$_____).

The Purchase Price shall be paid as follows:

- | | | |
|-----------|--|----------|
| (1) | Deposit upon signing this Agreement, to be applied as part payment of the purchase price, receipt of which amount is hereby acknowledged | \$ _____ |
| (2) | Proceeds of conventional loan | \$ _____ |
| (3) | At time of settlement, in cash or by certified or cashier's check | \$ _____ |
| Total ... | | \$ _____ |

2.2 Seller shall place Purchaser's deposit in escrow in an interest-bearing account in Seller's name in a bank or savings and loan association. The deposit together with any interest earned thereon (the "Deposit") shall be credited to Purchaser at closing and the balance of the purchase price shall be paid to Seller by certified or cashier's check at closing. The term "Deposit" includes any interest earned on any deposit made by the Purchaser under this Agreement.

2.3 The Deposit shall be disbursed upon the following terms. If settlement is made, the Deposit will be delivered to the Seller at the time of settlement. If settlement is not made as provided herein because of Purchaser's failure to comply with any term of this Agreement, or for any reason after financing has been approved, at the option of Seller, the Purchaser shall forfeit all amounts paid under this Agreement which may be retained by Seller as liquidated damages.

3. FINANCING (STRIKE IF ALL CASH SALE)

3.1 Purchaser shall negotiate, procure and place a conventional, first deed of trust loan, secured by the Unit and Space, in the amount of \$ _____, at the interest rate prevailing at time of Purchaser's loan commitment, amortized over a 30 year period or less. The interest rate under such first deed of trust loan may be fixed or adjustable. Purchaser shall make prompt application for such loan through a lending agency or institution approved by Seller. Purchaser shall pay all loan fees in connection with any such loan. The proceeds of this first deed of trust loan shall be applied towards payment of the purchase price.

- 3.2 Purchaser's failure to apply for the first deed of trust loan contemplated by paragraph 3.1 within seven (7) days from the date of Seller's acceptance of this Agreement and after expiration of Purchaser's right to cancel shall be deemed a breach of this Agreement. In such an event, at the option of Seller, the Purchaser shall forfeit any amount paid under this Agreement (including amounts paid for optional extras, upgrades or alterations), and such amount may be retained by Seller as liquidated damages. If the Purchaser has made the application for a loan within the aforementioned seven (7) day period and diligently sought to obtain the loan, and a commitment for such loan is not obtained within 45 days after the date of Seller's acceptance of this Agreement, then Seller may in its sole discretion, either (a) declare this contract void and shall return Purchaser's Deposit, or (b) extend the forty-five (45) days period for an additional period, not to exceed thirty (30) days. Seller shall inform Purchaser of its decision in writing. During said additional or extended period Seller may, but shall not be obligated to, identify a lender or institution which agrees to provide a first deed of trust loan to Purchaser at or below the then prevailing interest rate. Such interest rate may be fixed or adjustable.

If Purchaser does not receive a loan commitment for said loan within the extended period of time and has otherwise complied with the conditions of this paragraph, then the Seller or Purchaser may declare this contract void, at which time the Purchaser's Deposit shall be returned and this Contract shall be deemed null and void. In the event the Purchaser, during the initial 7 and 45 day periods mentioned herein, as well as during any extended period, fails to diligently pursue the loan, withholds information or supplies false information to a prospective lender, or fails to complete settlement on the Unit after receiving a commitment for a loan, Purchaser shall forfeit all amounts paid under this Agreement.

- 3.3 Each lending institution to which Purchaser makes application for a first deed of trust loan is authorized by Purchaser to investigate Purchaser's financial responsibility. The lending institution shall notify Purchaser in writing whether or not Purchaser has qualified for the first deed of trust loan, and in the event Purchaser has not qualified for such loan, the Purchaser authorizes the lending institution to release the reasons for said rejection to Seller or its agent.
- 3.4 If Purchaser has qualified for a first deed of trust loan, Purchaser nevertheless shall have the right to forego such first deed of trust loan and pay all cash, upon reasonable notice to Seller prior to closing. Within the 45 day period provided for in paragraph 3.2 or any extension thereof granted by Seller, Purchaser shall remove any financing contingency in writing by notice to Seller.
- 3.5 If Purchaser terminates this Agreement pursuant to paragraph 25 herein or fails to obtain financing within 45 days after the date of final ratification or any

extensions of such period approved in writing by Seller, the Purchaser shall return to Seller all copies of the Public Offering Statement and exhibits or pay to Seller the sum of \$50.00

- 3.6 Under no circumstances will Purchaser be entitled to a refund of any amounts paid for optional extras, upgrades or alterations, including Purchaser's failure to obtain necessary financing in accord with the terms hereof.

4. UNIT OWNERS ASSOCIATION

- 4.1 A condominium unit owners association will be established for the purpose of operating and maintaining the common elements of the Condominium. Each owner of a unit in the Condominium automatically will be a member of the Association and will be subject to the Declaration, the Bylaws and the Condominium Rules and Regulations. The voting rights of each unit owner are set forth in the Declaration and the Bylaws. The affairs of the Association will be conducted by the Association. The first annual meeting of the Association shall be held at a time and place to be designated by the Unit Owners: (i) within two years from the date that the first Unit is conveyed or (ii) within 90 days after Units to which 75% of the Percentage Interests appertain have been conveyed, whichever date first occurs, or (iii) on such earlier date as may be established by the Declarant.

5. CONDOMINIUM ASSESSMENTS

- 5.1 Purchaser is obligated and agrees to pay monthly his Unit's and Space's percentage share (as set forth in the Declaration) of the Common Expenses of the Condominium. It is understood and agreed that Seller's estimate of the monthly condominium assessment of \$ _____ is only an estimate and is not guaranteed by Seller.

6. CONVEYANCE OF TITLE/TIME OF CLOSING

At settlement Seller agrees to convey to Purchaser good and merchantable title to the Unit and Space (together with its Percentage Interest in the Common Elements) by special warranty deed, subject only to the general real estate taxes and water and sewer assessments for the current tax year not then due; the Condominium Act of 1976 Technical and Clarifying Amendment Act of 1992 as the same may be amended, the Declaration, Bylaws, Plat and Plans and Rules and Regulations of the Condominium; easements, covenants and conditions of record; ordinances and regulations of competent municipal or other governmental authorities; easements for sewers, water, gas, fuel line, drainage, electric, telephone and other similar utilities, if any, granted or to be granted; and Purchaser's deed of trust, if any. Purchaser agrees to effect closing under this

Agreement within 10 days after Seller has notified Purchaser that Seller is prepared to tender title and possession of the Unit to Purchaser. Seller agrees that said notice will not be given prior to the time Purchaser receives a loan commitment. In the event that, upon examination, the title should be found defective and the defects are of such character that they may be remedied readily by legal action to perfect the title, such action must be taken promptly by and at the Seller's expense, whereupon the time herein specified for full settlement by the Purchaser will thereby be extended for the period necessary for such action. Settlement shall be made by payment of the purchase price and delivery of the deed at the time and place designated by Seller in a written notice to Purchaser that the Unit and Space is ready for conveyance. Purchaser shall be entitled to occupy and have possession of the Unit and Space from and after the closing.

7. CLOSING

- 7.1 Purchaser agrees to pay all closing costs not previously paid, including, without limitation, credit report fee, lender's appraisal fee, District of Columbia Real Property Recordation Tax (currently 1.1%), document recordation charges, fees for title examination, preparation of all documents of conveyancing and all mortgage instruments, settlement fees, notary fees, and fees for mortgagee's title insurance, private mortgage insurance premiums, if any, any loan origination, discount or similar fees, and fees for owners title insurance (optional) and other charges in the nature of prepaid expenses, escrows for taxes and the like. Seller will pay the D.C. Transfer Tax (currently 1.1%) and a reasonable settlement fee for services rendered to it.
- 7.2 Purchaser shall pay at closing as an initial capital contribution, an amount equal to two times the "Estimated Monthly Assessment" (Condominium Fee) for his Unit and Space set forth in Exhibit V-B of the Public Offering Statement. This initial capital contribution will be allocated to the Condominium's working capital. This contribution is in addition to, and not in lieu of, the regular condominium assessment, which will be prorated at settlement.

8. CLOSING ADJUSTMENTS

- 8.1 All monthly condominium assessments for the month in which settlement is made, if any, real property taxes, insurance premiums, any assessments of water, sewer, or similar services to the Condominium, and any other prepaid or pro-ratable items shall be prorated between Purchaser and Seller as of the date upon which Seller is prepared to close according to the terms of this Agreement. Thereafter, each of these items shall be assumed and paid by Purchaser. In the event that at time of closing any such item has not been allocated among the units the total of such items for the Condominium shall be allocated among the units

(on an estimated basis, if necessary) in accordance with each Unit's Percentage Interest as set forth in the Declaration.

9. PRE-SETTLEMENT INSPECTION

Upon substantial completion of the Unit as determined by Seller, and within forty-eight (48) hours prior to settlement, the Purchaser and Seller shall inspect the Unit and note in the Pre-Settlement Inspection Report any incomplete work or defects, whereafter, upon acceptance of the deed by the Purchaser, Purchaser agrees to hold Seller free from liability for any visible defects not specifically noted in said Pre-Settlement Inspection Report. The Pre-Settlement Inspection Report is the Purchaser's Warranty by the Seller that any incomplete work will be done as promptly as weather and workload permit. The existence of items to be completed as noted in the Pre-Settlement Inspection Report shall not entitle Purchaser to postpone settlement. Seller shall not be required to establish an escrow to ensure completion of the items as a condition of settlement, and Purchaser shall not be entitled to request such an escrow.

10. WARRANTY

At settlement, Seller shall deliver to Purchaser an executed warranty in the form set forth in the attachment hereto. The Declarant reserves the right at its option and at any time (either before or after the sale of a unit) to grant additional warranties with respect to any unit or the common elements.

11. RISKS

The risk of loss or damage to the Unit by fire or other casualty is assumed by Seller until the time of closing.

12. DEFAULT, SUBORDINATION, MERGER AND ASSIGNMENT

12.1 If Purchaser shall default in any of the payments or other obligations called for in this Agreement, then at the option of Seller, Purchaser shall forfeit any and all rights under this Agreement, and any amount theretofore paid under the terms of this Agreement may be retained by Seller as liquidated damages. If for any reason whatsoever Seller shall be unable to deliver title in accordance with the provisions of this Agreement, Seller's liability shall be limited to the return of any payments made by Purchaser hereunder.

12.2 Purchaser's interest in this Agreement shall be subordinate to any lien placed by Seller against the Unit and Space or the Condominium at any time prior to the closing. However, Seller shall cause any such lien against the Unit and Space to

be released at or prior to the closing, to the extent required by Paragraph 6 of this Agreement.

12.3 The parties to this Agreement mutually agree that it shall be binding upon them and upon each of their respective heirs, personal representatives and successors, and that the provisions hereof shall survive execution and delivery of the deed of the Unit and Space and shall not be merged therein

12.4 This Agreement is personal to Purchaser and is not assignable.

13. **CONDITION OF CLOSING**

13.1 Anything herein to the contrary notwithstanding, it is understood and agreed that this Agreement shall be subject to Seller entering into a sufficient number of agreements for the sale of Units to assure satisfactory Condominium operation. This condition shall be satisfied by a determination made by the Seller in its sole discretion that the number of agreements for sale of units which have been made is sufficient for this purpose. If this condition is not satisfied on or before September 30, 1999, then Purchaser, within thirty (30) days of notification from Seller of the failure of this condition, or at the option of Seller at any time thereafter, this Agreement may be declared null and void and Seller shall release to Purchaser all amounts received on account of the Purchase of the Unit, and all parties shall forthwith be released from all obligations under this Agreement.

14. **EXTRAS AND OPTIONS**

14.1 Purchaser may purchase certain upgrades, extras or options ("Extras") from Seller upon approval in writing from Seller. Seller may pose conditions in its sole discretion prior to the approval of these extras, including, but not limited to, extending the date for settlement or imposing additional charges or costs for the installation of such extras.

14.2 If Extras are purchased from Seller, Purchaser shall pay Seller for 30% of the estimated costs of all extras (the "Extras Payment") upon execution of a Change Order Agreement. The balance of the Extras Payment shall be payable at settlement. Purchaser acknowledges that the 30% payment for the Extras shall be non-refundable. Accordingly, if settlement does not occur for any reason other than Seller's default, including, but not limited to, Purchaser's inability to obtain financing, Purchaser will forfeit the Extras Payment made to Seller under this Section 14.2.

15. DISTRICT OF COLUMBIA SOIL DISCLOSURE REQUIREMENT

Purchaser confirms that Seller has advised it, pursuant to Title 45, Section 308 of the District of Columbia Code, that the soil on the subject lands is noted in the Soil Survey of the District of Columbia as Urban land- _____. Purchaser has been advised that it may obtain further information in this regard by engaging a soil testing laboratory, the D.C. Department of Environmental Services, or the Soil Conservation Service of the U.S. Department of Agriculture. Nothing herein shall constitute a representation or warranty by the Seller as to the soil characteristics of the subject property.

16. NOTICES

All notices and demands required or given pursuant to the terms of this Agreement shall be in writing and served by certified mail at the address of the parties indicated below.

17. DESIGNATIONS AND CAPTIONS

17.1 In any designation hereunder, reference to the masculine gender shall be deemed to include the feminine gender wherever same may be appropriate, and the plural shall be substituted for the singular or the singular substituted for the plural in any place herein in which the context may require substitution.

17.2 The captions contained in this Agreement are for convenience only and are not to be considered a material part hereof, and are not intended in any way to limit or enlarge the terms or provisions of this Agreement.

18. AGREEMENT EXPRESSES ENTIRE UNDERSTANDING

18.1 This Agreement together with the application (if any) submitted by Purchaser to Seller constitute the entire agreement between the parties. No representations, warranties, undertakings, promises, claims, advertising or promotional activities, made or conducted by Seller, or Seller's agents or representatives, whether oral, implied or otherwise, shall be binding upon Seller unless the same are expressly set forth in this Agreement or in a subsequent written Agreement executed by Seller. All amendments, supplements or riders hereto, if any, shall be in writing and executed by both parties.

18.2 No representations or agreements with respect to modifications or changes in the Unit or extras required or requested by Purchaser, will be recognized unless such representations or agreements are in writing, signed by the parties, and payment for such modifications, changes or extras are made at the time of the execution of such writing.

19. COUNTERPARTS

This Agreement may be executed in counterparts, each of which, when so executed and taken together, may be considered an original.

20. INITIAL OPERATING PERIOD

During the "Initial Operating Period", at Declarant's election (i) the Declarant shall pay the costs of operating the Condominium and (ii) each Unit Owner, in lieu of an assessment against the Units for Common Expenses, shall pay to the Declarant a fee in an amount equal to 90% of the units' estimated monthly condominium fee for each month (or portion of a month on a pro rata basis) during the Initial Operating Period that the unit owner owns the unit. The Declarant shall not be obligated to fund or otherwise contribute to any capital or other reserve for the Condominium during the Initial Operating Period. "Initial Operating Period," as defined in the Bylaws, means the period of time commencing on the date that the Condominium is created and ending on the date that Units to which 75% of the Percentage Interests appertain have been conveyed by the Declarant or two years from the conveyance of the first Unit, or on such earlier date as the Declarant in its sole discretion may determine.

21. TIME OF ESSENCE

Time shall be considered of the essence in this Agreement

22. RECEIPT OF PUBLIC OFFERING STATEMENT

Purchaser hereby acknowledges that he has received a copy of the Public Offering Statement for The 3901 Connecticut Avenue Condominium

23. AMENDMENTS OF CONDOMINIUM INSTRUMENTS

Seller reserves the right prior to Settlement, to make such modifications, additions or deletions in or to any of the condominium instruments which may clarify the documents or as may be required by a permanent lender, public authority or the title company insuring title, provided that such modifications are reasonable and within the general initial intent of the condominium instruments.

24. ACCESS TO UNIT PRIOR TO SETTLEMENT

In order to comply with insurance requirements and to assure the safety of the Purchaser and the Seller's personnel, the Purchaser may not have access or entry to the improvements or the construction site during construction, nor may it store any of its possessions in or about the improvements or the construction site prior to the

settlement of this contract and delivery of possession to the Purchaser hereunder. Any violation of this provision may, at the election of the Seller, be considered a material breach of this contract and in addition to any other remedies available to the Seller, the Seller may declare this contract void, and, in such event, the deposit herein provided, plus any amounts paid on account for options and extras, may be retained by the Seller as fixed liquidated damages. Further, should the Purchaser enter the improvements and/or construction site at any time in violation of this Paragraph, the Purchaser assumes all liability and responsibility for any injury suffered by the Purchaser or his guests or invitees while visiting the Unit or Condominium. Exceptions permitted by Seller shall not be deemed to invalidate the terms of this paragraph.

25. PURCHASER'S RIGHT TO CANCEL

Seller hereby grants to Purchaser a period of 15 days within which to review the Condominium documents made available to Purchaser pursuant to the District of Columbia Condominium Act of 1976 Technical and Clarifying Amendment Act of 1992 and applicable regulations. Notwithstanding any other provision of this Agreement, the Purchaser, at his election, by written notice to the Seller or Seller's agent, sent by registered mail (or personal delivery to the Seller's or Seller's agent's office during business hours) at any time prior to midnight local time of the 15th day following the date this Agreement is accepted by the Seller, or receipt by Purchaser of a current Public Offering Statement, whichever is later, may terminate this Agreement, and thereupon the Purchaser's entire Deposit shall be refunded and the parties hereto shall have no further rights or liabilities under this Agreement.

Purchaser's Right to Cancel (Spanish equivalent)

El vendedor permitira al comprado un periodo de 15 dias para revisar los documentos referente a las leyes y regulaciones in el Distrito de Columbia. No obstante cualquier otra provision de este acuerdo, el comprador, podra a su eleccion, responder al vendedor por medio de una carta registrada (o entregarlo personal mente a la oficina del vendedor durante las horas del trabajo) en cualquier momento antes de la medianoche del decimoquinto dia que sigue la fecha senalada en el contrato firmado por el comprado, o, que el comprado haya recibido un Anuncio de Oferta Publica corriente, lo que suceda ultimamente, podra terminar el acuerdo, el comprador recibira su deposito y no habra ninguna obligacion entre las personas dentro de esta acuerdo.

26. AGENCY (IF APPLICABLE)

The Seller agrees to pay to _____ ("Agent"), a commission in the amount agreed upon Seller and Agent pursuant to a separate agreement. Said commission is hereby assigned to the Agent by the Seller out of the proceeds of the sale, and the party through whom settlement hereunder is made is hereby

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authorized and directed to deduct the aforesaid commission from the proceeds of the sale and to make payment thereof directly to the Agent. Agent assumes no responsibility for the condition of the Units or for the performance of this Agreement by any or all parties hereto.

PURCHASER(S) AFFIRM THAT HE/SHE/THEY INTEND TO OCCUPY THE CONDOMINIUM UNIT AS HIS/HER/THEIR PERMANENT RESIDENCE.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 199__.

Purchaser's Address:

PURCHASER(s):

Date: _____

(Purchaser's Signature)

Date: _____

(Purchaser's Signature)

Telephone No. _____
Home

Office

SELLER

3901 CONNECTICUT L.L.C.

By: W.K. Investors, L.L.C., Managing Member

By: _____
LAMONT H. HOFFMAN, MANAGING MEMBER

NOTWITHSTANDING THE DELIVERY OF A DEPOSIT, AND THE SALES PERSONNEL ACKNOWLEDGING WRITTEN RECEIPT THEREOF, THIS AGREEMENT IS NOT BINDING UPON SELLER UNTIL ACCEPTED IN WRITING BY SELLER.

Order: 3HH97QX9D
Address: 3901 Connecticut Ave NW Apt 308
Order Date: 10-08-2019
Document not for resale
HomeWiseDocs

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RECEIPT OF PUBLIC OFFERING STATEMENT

The undersigned acknowledge(s) that I (we) have received a Public Offering Statement for THE 3901 CONNECTICUT AVENUE CONDOMINIUM, 3901 Connecticut Avenue, N.W., Washington, D.C.

Date: _____

(Purchaser's Signature)

Date: _____

(Purchaser's Signature)

Order: 3HH97QX9D
Address: 3901 Connecticut Ave NW Apt 308
Order Date: 10-08-2019
Document not for resale
HomeWiseDocs

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EXHIBIT VI-B

DEED

Order: 3HH97QX9D
Address: 3901 Connecticut Ave NW Apt 308
Order Date: 10-08-2019
Document not for resale
HomeWiseDocs

EXHIBIT VI-B**DEED**

THIS DEED, made this _____ day of _____, 1999 by and
between 3901 CONNECTICUT L.L.C., party of the first part, and
_____, party of the second part:

WITNESSETH, that in consideration of Ten Dollars the parties of the first part do
hereby grant in fee simple absolute, to the party of the second part, as
_____, all that piece or parcel of land,
together with the improvements, rights, privileges and appurtenances to the same
belonging, situate in the District of Columbia, described as follows, to wit:

A part of Lot ____ in Square ____ now known as Unit No. ____ in the
condominium project known as 3901 Connecticut Avenue Condominium, created by a
Declaration of Condominium dated _____ and recorded _____, as
Instrument No. _____, and the By-Laws dated _____ and recorded
_____, as Instrument No. _____, both among the District of
Columbia land records, and the Plats and Plans recorded in Plat Book ____ at Page _____,
in the Surveyor's office of the District of Columbia.

Together with an undivided percentage share interest in the Common Elements of
3901 Connecticut Avenue Condominium as set forth in said Declaration of Condominium
and the Exhibits thereto.

The said property being known for assessment and taxation purposes as Lot _____
in Square _____.

And the said party of the first part covenants that it will warrant specially the property hereby conveyed; and that it will execute such further assurances of said land as may be requisite.

In Witness Whereof, on this _____ day of _____, 1999, the Declarant has caused this document to be executed on its behalf by its Managing Member, W.K. Investors, L.L.C.

3901 CONNECTICUT L.L.C.
By: W.K. INVESTORS, L.L.C.

By: _____
Lamont H. Hoffman, Managing Member

This instrument was acknowledged before me on this _____ day of _____, 1999, by Lamont H. Hoffman in his capacity as Managing Member of W.K. Investors, L.L.C., Managing Member of 3901 Connecticut L.L.C.

Notary Public

SEAL

My Commission Expires:

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EXHIBIT VI-C

ESTIMATED SETTLEMENT CHARGES

Order: 3HH97QX9D
Address: 3901 Connecticut Ave NW Apt 308
Order Date: 10-08-2019
Document not for resale
HomeWiseDocs

01279000433

EXHIBIT VI-C

3901 CONNECTICUT AVENUE CONDOMINIUM

ESTIMATED SETTLEMENT CHARGES

(Based upon \$150,000 purchase price)

Loan Origination Fees	\$3,000
D.C. Recordation Tax	1,650
Title, Settlement and Recording Charges	2,500
Escrow for Interest, Taxes and Condominium Fees	2,000
Miscellaneous	<u>850</u>
	\$10,000

Order: 3HH97QX9D
Address: 3901 Connecticut Ave NW Apt 308
Order Date: 10-08-2019
Document not for resale
HomeWiseDocs

EXHIBIT VI-D

UNIT FINANCING INFORMATION

Purchasers may arrange their own financing or apply for financing with a lender or lenders recommended by Seller.

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EXHIBIT VI-E

JOINT PURCHASE AGREEMENT

Order: 3HH97QX9D
Address: 3901 Connecticut Ave NW Apt 308
Order Date: 10-08-2019
Document not for resale
HomeWiseDocs

JOINT PURCHASE AND DEVELOPMENT AGREEMENT

This Joint Purchase Agreement ("Agreement") is entered into effective the 15th day of February, 1999, (the "Effective Date") by and between the 3901 Connecticut Avenue Resident's Association (the "Association") and W.K. Investors, L.L.C. (the "Developer");

RECITALS

A. The Association is a District of Columbia non-profit Corporation organized by the tenants of the improved real property located at 3901 Connecticut Ave., N.W., Washington, D.C. legally known as Lot 2 in Square 2234 (the "Property").

B. The Association, on or about November 17, 1998, was afforded the opportunity to purchase the Property pursuant to its rights under the District of Columbia's Tenant's Opportunity to Purchase Act (the "Sale Law") Section 45-1631 et. seq. of the District of Columbia Code, which purchase may be made in conjunction with another party. The Association is registered under the Sale Law as the entity representing the tenants at the Property;

C. The Association entered into a contract for the purchase of the Property dated November 17, 1998 (the "Contract"), with the Chevy Chase Land Company ("Seller") in anticipation of execution of this Agreement, using funds provided by the Developer to post the deposit under the Contract;

D. The Developer is a limited liability company whose members are P.N. Hoffman, Inc., Keener Management, Inc. and Michael Sussman, each of which is an entity or individual experienced in acquiring and operating residential real property in the District of Columbia, and/or the conversion of such properties to condominiums, and the Developer has the financial capacity to undertake the purchase of the Property and its conversion to a condominium in accordance with applicable law;

E. The current operation of the Property as rental housing is subject to the Rental Housing Act of 1985 (the "Rent Control Law");

F. The Association wishes to form a joint venture with the Developer to purchase the Property, all in accordance with the terms and provisions hereinafter set forth;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Purchase of Property

Upon execution of this Agreement, the Association and the Developer agree to form the 3901 Connecticut, L.L.C. (the "Company") for the purpose of acquiring the Property. Upon formation of the Company, the Association will assign the Contract to the Company. The Association shall have a 1% interest in the Company as a limited member and the Developer shall have a 99% interest in the Company as its Managing Member. Upon satisfaction of the provisions set forth below, the Association shall sell to the Developer, upon request of Developer, for a total of \$100.00, the 1% interest of the Association in the Company. The parties shall execute an operating agreement (the "Operating Agreement") for the Company consistent with the terms of this Agreement and shall file Articles of Organization creating the Company in accordance with District of Columbia law.

2. Performance of Contract

Upon assignment of the Contract to the Company, all obligations under the Contract shall be the responsibility of the Company, including the obligation to obtain the necessary financing, and the Developer shall be solely responsible to ensure performance of all obligations under the Contract by the Company. The Association shall have no liability for the performance of any obligations of the Company, nor shall the Association have any authority to act on behalf of the Company, except as may be expressly provided in the Operating Agreement, or in this Agreement. Title to the Property will be conveyed to the Company. Developer shall use its best efforts to consummate settlement on the purchase of the Property under the Contract within 30 days after execution of this Agreement by all parties hereto.

3. Tenant Options

After purchase of the Property, the Developer shall afford the residents of each unit at the Property in occupancy as of June 1st, 1998 and specifically excluding the residents of units 207, 312, 314, and 406, as more particularly identified on Schedule A hereto (hereinafter referred to collectively as "Tenants" and individually as "Tenant") the following options (the "Options"): (i) remaining at the Property as a renter in

accordance with the rental provisions set forth in Paragraph 4 below (the "Rental Option"); (ii) vacating Tenant's unit at the Property and receiving the move-out payment in accordance with the provisions of Paragraph 6 below (the "Vacate Option"); or (iii) purchasing Tenant's unit or another unit at the Property after conversion of the Property to condominium in accordance with Paragraph 5 below (the "Purchase Option"). Each Tenant shall make an election of one of the three Options on or before February 17, 1999 or such other date as may be agreed to by the parties ("the election date") by execution of a ballot and an "Individual Agreement" in the form attached hereto as Exhibits A 1-4 (the "Option Forms"). The election set forth on the Option Form shall be binding upon each Tenant as provided in the Option Form. There shall only be one election per unit, and in the event that more than one party claims entitlement to make the election, and said parties do not resolve this issue by the election date, or if an election is not made for any other reason, then the Tenants of said unit shall be deemed to be month-to-month tenants and to have selected the Rental Option, but shall thereupon be deemed to have waived and relinquished any rights to (a) receive any of the payments set forth in paragraph 4.B. below and, (b) the limitations on rent adjustments set forth in Paragraph 4.A. below. Additionally, the Developer shall then have the right to market and sell that unit and in the event that a contract is entered into with a 3rd party for purchase of that unit, such tenants will only have such rights as provided by D.C. law to tenants in a conversion building.

4. Rental Option

A. Except as set forth in paragraph 3(b) each Tenant electing to rent shall have the right to remain a tenant of said Tenant's unit indefinitely so long as the tenant complies with the terms of his/her lease. The tenants initial rent shall be equal to the current rent charged (including all surcharges) for that unit, and there shall be no rent increases except those permitted pursuant to D.C. Code Section 45-2506. In the event that 45-2506 is repealed, or is amended and/or replaced with any legislation that allows for greater rent increases than those currently allowed, the tenants shall not be subject to any rent increases in excess of the yearly Consumer Price Index for Urban Wage Earners in the District of Columbia Metropolitan Area (CPI-U). In the event that the CPI-U is discontinued, the parties shall use an equivalent index to determine rent increases allowable under this paragraph. A separate covenant, to run with the land, reflecting these rent restrictions shall be recorded with the D.C. Recorder of Deeds. Additionally, each Tenant electing the rental option shall be given a new lease reflecting

these rent restrictions. The Company will also file an appropriate document with the District of Columbia Rental Accommodations and Conversion Division to reflect this obligation promptly after conversion of the Property to a condominium, as more fully set forth below. The right to reside in a unit shall not be assignable by a Tenant, nor shall any subletting of units be permitted, including any existing subleases. The Company may take all steps necessary to recover possession of a unit in the event of an assignment or subletting in violation of this Agreement, any notice to quit (other than notice required under the provisions of the Rent Control Law) being hereby expressly waived.

B. Except as set forth in paragraph 3(a), Tenants who elect the Rental Option (A Rental Option Tenant) shall receive payments as set forth below upon vacating and delivering occupancy of said Tenant's unit to Developer free and clear of any claims of any parties to the unit:

Period of Residency at Building on Closing Date	Amount of Payment
1-365 days	\$2,000
1-2 years	\$2,500
2-3 years	\$3,000
3-4 years	\$3,500
4-5 years	\$4,000
Over 5 years	\$4,500
Over 10 years	\$5,000

Notwithstanding the foregoing, if the Tenant electing the Rental Option is an "elderly tenant" (Elderly Tenant) as hereinafter defined (such determination to be made as of the date the Company acquires the Property (the Closing Date)), then the payment to be received by such Tenant shall be twice the amount set forth in the chart above, and shall be payable 50% on the Closing Date, and 50% within 90 days after the Closing Date, the fact that such tenant has not vacated the unit notwithstanding.

Additionally, each such Elderly Tenant shall have the right to receive the additional amounts set forth below if said Tenant

vacates said Tenant's unit within five (5) years from the Closing Date:

Unit Type	Year 1	Year 2	Year 3	Year 4	Year 5
Eff.	\$2,500	\$2,000	\$1,500	\$1,000	\$500
1-BR	\$2,500	\$2,000	\$1,500	\$1,000	\$500
2-BR	\$5,000	\$4,000	\$3,000	\$2,000	\$1,000
3-BR	\$5,000	\$4,000	\$3,000	\$2,000	\$1,000

The payments to be made to the Tenants electing the Rental Option shall be payable to the "head of household" as such term is defined in Section 45-1603(9) of the D.C. Rental Housing Act (the "Act") and applicable law, and there shall be only one payment per "Household" as such term is defined in Section 45-1603(10) of the Act (i.e. only one payment for each unit). If more than one party claims entitlement to the payment for a unit, the Company may retain such funds pending a final agreement between the parties, and Company shall have no obligation to make any payment absent such an agreement or a court order determining the respective rights of the parties.

"Elderly Tenant" as used herein shall mean a Tenant who is the "head of household" and who is at least 62 years of age on the Closing Date.

5. Purchase Option

Each Tenant electing the Purchase Option (A Purchase Option Tenant) shall have the non-assignable opportunity to purchase said Tenant's unit in the Condominium to be created at the Property, upon the following terms:

- (i) The purchase price for a unit with "Basic Renovations" (as defined in Exhibit B) will be determined by multiplying the number of square feet in the unit measured in accordance with Exhibit D by \$95.00.
- (ii) Tenants will be afforded the option of purchasing upgrades to their respective units, in which event the price for the unit will be the per square foot price stated in subparagraph (i) above plus the upgrade price applicable to the particular upgrade package that the Tenant elects to purchase. Each

tenant will be able to purchase upgrades "a la carte" from the Developer upgrade menu, with the total price of the "upgrade package" (as described in Exhibit C) being \$13 per square foot.

- (iii) If a Tenant wishes to buy a comparable unit other than the unit in which said Tenant resides on the Effective Date, said Tenant may purchase another unit in the building which is either vacated by a Tenant electing the Vacate Option (hereinafter defined), is otherwise vacant, or expected to be vacated by any participating or non-participating tenant or occupant. If the unit to be purchased is larger than the unit in which the Tenant resides on the Effective Date, the Tenant shall pay, in addition to the amounts set forth in Paragraph 5 (i) and (ii) above, an amount equal to \$25 per square foot unrenovated for each square foot by which the larger unit exceeds the previously rented smaller unit. If the unit purchased is on a higher floor, than the unit in which the Tenant resides on the Effective Date, the Tenant shall pay, in addition to the amounts set forth in Paragraphs 5(i) and (ii) hereof and in this Paragraph 5(iii) above, \$2 per square foot per floor for each square foot of the purchased Unit.
- (iv) Each Tenant will be entitled to purchase only one unit at the discounted prices. . . Provided, however, any tenant may purchase an additional unit for \$150/sq. ft., unrenovated subject to availability and a distribution system to be developed by the Association. In no event will the base price (net of adjustments in accordance with Paragraph 5(i), (ii) and (iii) hereof) paid by a Purchase Option Tenant for a unit be more than 70% of the price that a comparable unit is sold to the public. This amount shall be determined according to units sold through May 31, 2000, subject to adjustment for upgrades and movement. In the event of any adjustment, the tenant will receive a refund from the developer on or before July 15, 2000.
- (v) In the event that a tenant chooses the purchase option but fails to obtain financing despite good

faith and reasonable efforts to do so, the following options shall apply:

A. The developer shall attempt to arrange for private financing at commercially reasonable rates. If such financing is made available, tenant must elect either to accept said financing or to take the vacate option.

B. The tenant may forego alternative financing and take the vacate option.

- (vi) If Tenant after contracting for the purchase of the Unit or after execution of this Agreement has a material change or circumstances which in good faith makes it unrealistic to proceed with the purchase of the Unit (e.g. job relocation out of the area, unavailability of desired unit, etc.), then Tenant may give written notice to the Company of its election to terminate the Contract (or its election under this Agreement) along with a written explanation of the change of circumstances. Upon notification, the Company shall permit Tenant to terminate the Contract (or its election) provided along with such termination it executes a new Individual Agreement for Vacate Option. In the event the Company disputes the reasonableness of the termination, the matter shall be referred to the Association's Board of Directors, who shall be the final arbiter of the reasonableness of the termination, and whose decision shall be binding upon the parties. If Tenant fails to execute an Individual Agreement within fifteen days of the Board's determination or otherwise refuses to do so, Tenant shall be deemed to have forfeited all rights under this Agreement.

6. Vacate Option

A Tenant electing the Vacate Option (A Vacate Option Tenant) shall upon vacating said Tenant's unit, receive payments in accordance with the following: (i) \$25,000 for Tenants whose leases commenced prior to or on June 1st, 1998, but after January 1, 1997; (ii) \$30,000 for Tenants whose leases commenced prior to or on January 1, 1997, but after January 1, 1995; or (iii) \$35,000 for Tenants whose leases commenced prior to or on January

1, 1995 (collectively the "Move Out Payments"). The payment due hereunder shall be paid to the Tenant of each unit upon delivery of possession of said tenant's unit to the Company, free and clear of any claims of any third parties, and in broom clean condition. Vacate Option Tenants must vacate their respective units during the period commencing thirty (30) days after the Conversion Vote, and ending on or before ninety (90) days after the Conversion Vote (the "Final Vacate Date"). If a Vacate Option Tenant fails to vacate by the Final Vacate Date, the Company may seek to recover possession of the Unit in a proceeding in the Landlord and Tenant court of the District of Columbia, and the Tenant's Vacate Option election shall be deemed a notice of intention to vacate effective on the Final Vacate Date, any other notice to quit being hereby expressly waived. If a Tenant fails to vacate by the Final Vacate Date, in addition to the right of the Company to recover possession, the Tenant shall forfeit 25% per week of the Move-Out Payment due to said Tenant.

7. Parking.

Each Tenant electing the Rental Option will be allocated one (but no more than one) parking space at the Property on the same terms and conditions as exist on the Effective Date. The Developer and the Association may reconfigure such parking spaces so that no tenant has in excess of the space needed for one car.

Each Purchase Option Tenant as part of its Contract may purchase one (1) parking space at the Property for its personal use for the prices set forth on Exhibit A. A mechanism for determining the allocation of parking spaces shall be determined by the Association at a subsequent meeting of the Association.

Tenant, alternatively, may elect to purchase, if available, a space which is subject to the tenancy of a tenant at the party who has elected the Rental Option (an "Occupied Space"). If Tenant elects to purchase an Occupied Space, such purchase shall be subject to the rights of the tenant then using the space to continue to use it at the rate then in effect, subject to annual CPI increases. If Tenant elects to purchase an Occupied Space, or does not elect to purchase a parking space, then the Company shall lease to the Tenant at the time of settlement an outdoor space at the Property at a rental rate of \$75.00 per month, if any such spaces are available. (The Company cannot guarantee

that any spaces will be available for rental by a Tenant who does not purchase a space or who purchases an Occupied Space). If a space is available for rental, Tenant's right to rent such space shall continue as long as Tenant owns the Unit, but shall not be assignable or transferable to any other party, provided if Tenant owns an Occupied Space, it may be switched with the tenant renting the Occupied Space.

If Tenant is currently renting a Parking Garage or a parking space in the indoor common garage but does not elect to purchase such space, or if it rents more than one such space (or space in excess of that necessary to park one car), it shall relinquish such space(s) and all rights to the continued use of such parking spaces simultaneously with its purchase of the Unit, and its relinquishment of its parking spaces (or part thereof) shall be a condition of receiving the benefits afforded to Tenant under this Agreement.

8. Contingencies

A. Conversion Contingency The Developer's obligation to provide the Options are wholly contingent on the Tenants at the Property electing to convert the Property to a condominium in accordance with Section 45-1612 of the Sale Act. Within five (5) days after the Closing Date, the Company shall request an election (the Conversion Election) by the Tenants to convert the Property to a condominium. The Association shall thereafter promptly take all measures necessary to immediately schedule the election in accordance with the Sale Act. If the Tenants do not vote in favor of conversion, then the terms of this Agreement with respect to the Options shall become null and void, provided (i) the Company shall continue to operate the Property as a rental building; (ii) the payments set forth in Paragraph 4.A. governing the Rental Option shall apply to all Tenants at the Property, provided the amounts set forth in the chart shall be doubled, and shall be payable to all Tenants (one payment per unit) 50% within thirty (30) days after the Conversion Election, and 50% within 90 days after the date of the Conversion Election; (iii) Developer will undertake base building renovations; and (iv) the provisions of Paragraph 9 shall apply (including the obligations of Tenants to cooperate with the petitions specified in that Paragraph 9).

If the requisite number of tenants' vote in favor of the conversion and a Certificate of Conversion is issued by the District of Columbia, then the Company will proceed to convert the Property to a condominium in accordance with applicable D.C. law.

The condominium documents to be used to register and record the Condominium shall be prepared at the Company's sole cost and expense, and shall be subject to the reasonable approval of the Association, which approval shall be freely granted to the extent such documentation is prepared on customary forms similar to those previously employed by Developer's members with respect to other condominium developments in the District of Columbia.

Upon receipt of a Certificate of Conversion, the Developer will place in escrow with the Association's counsel the sum of \$300,000 which will be used to fund partially the payments due under the Vacate and Rental Options set forth above.

B. Renter Limitations Developer's obligation to provide the Options in the amounts specified in Paragraphs 4-6 above shall be contingent on not more than twenty (20) Tenants electing the Rental Option. In the event that more than 20 Tenants elect to Rental Option, the parties will, in good faith, re-negotiate this Agreement.

9. Renovations to the Building

Within sixty (60) days after the Closing Date, and subject to issuance of all necessary permits, which the Developer shall pursue promptly after the Closing Date, the Developer will undertake the renovations to the Building in accordance with the specifications set forth in Exhibits B and E. In no event shall there be any differentiation (in quality, scope, etc.) between purchasers and renters with regard to these renovations. Provided, however, developer reserves the right to alter the level of renovations in units which it owns for purpose of sale to the general public. The Developer will use its best efforts to complete renovations to the common areas and the units expeditiously, and without tenant relocation. If temporary relocation is required, the Developer will provide temporary accommodations either in the Property or nearby at no cost to the Tenant (including moving costs). Tenant shall cooperate reasonably to facilitate such temporary relocation. All renovations to the Property shall be made in accordance with all applicable codes.

The Developer's initial renovations, as more particularly described in the Exhibits hereto, will include items necessary to ensure that reserve costs associated with the Condominium to be formed are not excessive.

10. Rent Increases

The Tenants and the Association will affirmatively support and/or sign, as is appropriate, any Capital Improvement Petition ("CIP") or 70% Voluntary Agreement ("VIP") which Developer desires to file with the D.C. Rental Accommodations and Conversion Division in connection with any capital improvements the Developer proposes to make at the Property or any rent ceiling increases or changes in services and facilities the Developer seeks to implement for the Property, provided however, that any rent increases for the Property which may be authorized as a result of such CIP or VIP shall not be implemented as to any Tenants residing in the Property as of the Effective Date who have elected one of the options provided in paras. 4-6 above and are not in default under the terms of their Individual Agreement.

Tenants who have not made an election pursuant to this Agreement, or who have forfeited their rights to any benefits hereunder, may be charged any rent allowed by law. Any changes in services and facilities must be approved by the Association or the non-developer members of the Condominium Association, as appropriate.

11. Adjacent Land.

A. Developer intends to pursue at the Developer's sole expense the purchase of the adjacent land known as Lots 800 and 804 (the "Lots"), via an assignment of the Tenants' and Association's rights. Immediately after Closing, Association shall assign all such rights to the Company, provided, the Developer shall be free to negotiate with the prospective buyer for the Lots with respect to such rights prior to the Closing Date. If the Developer receives remuneration in connection with the assertion of rights with respect to the Lots, the Association shall receive 10% of any profit that the Developer earns with respect to any such transaction. For the purposes of this paragraph, profit shall be defined as the purchase price less the developer's reasonable transactional expenses.

B. If the Developer purchases the Lots or a portion thereof and constructs a new building (the New Building) on the Lots, all Tenants at 3901 Connecticut Avenue ("3901") will be entitled to use the recreational facilities, if any, at the new building subject to the same terms, conditions and rules and regulations that will apply to all residents of the New Building. Additional benefits available in the New Building (i.e. swimming pool, health club) will be provided to the residents of 3901 at commensurate cost, if any, but if no additional charges are being paid by occupants at the New Building, there will be no charges

paid by residents of 3901. If the Developer purchases the Lots, it will consult with the Association on its development plans, and will develop the Lots less densely (as to square footage) than currently contemplated by Clark Realty Group, Inc., the current contract purchaser (existing plans call for an approximately 150,000 square foot high rise, and 8 luxury townhouses on Tilden Street), and subject to the foregoing, the Association and Tenants will affirmatively support the development of any new building on the Lots.

C. If another party develops the Lots, the Developer may be able to sell to such party certain rights helpful in the development of the Lots. If the Developer elects to do so, Tenants shall receive 10% of any profit the Developer earns on the sale of any such rights. The Developer, however, will not have the right to sell rights helpful in the development of the Lots without the express consent of the Association, except minor issues such as temporary easement for access, etc. The Developer will be precluded from selling any rights which will increase development of the Lots or otherwise substantially facilitate development which otherwise would not be achievable without the approval of the owners of the Property.

D. Notwithstanding anything herein to the contrary, the Developer shall keep the Association fully apprised of all discussions and negotiations with the Seller or any third party with respect to the Lots, and shall permit a representative of the Association to participate in any negotiations concerning the Lots.

12. Legal Fees

Developer will reimburse the Association for verified third-party and consulting costs in an amount not to exceed Thirty Thousand Dollars (\$30,000) in the aggregate, payable \$10,000.00 upon execution of this Agreement, and the balance due on the Closing Date; provided that if the full \$30,000 is not incurred by the Closing Date, then Developer will continue to pay such fees through the earlier of (i) the full disbursement of \$30,000.00; or (ii) six (6) months after Closing Date.

13. Assignability

The benefits offered under this Agreement are personal to the Tenants and are non-assignable. Notwithstanding the foregoing, the right of a Tenant to purchase a unit may be exercised with a family member or significant other, provided

that, upon purchase of the unit, the Tenant must become at least a 50% owner of the unit.

14. Operation of Property

Pending completion of conversion to a condominium, the Property shall continue to be operated as a rental building, and each Tenant shall continue to pay rent in accordance with said Tenant's lease and this Agreement.

15. Determination of Tenants

A list of the Tenants who are "Heads of Household" is attached hereto as Exhibit F. Notwithstanding the foregoing, if more than one Tenant has occupancy rights to a particular unit as a "tenant" under applicable law, then any determination as to which of the Options are to be accepted shall be made by those Tenants acting together, and the Developer shall not be required to arbitrate any dispute between the parties.

16. Remedies

The Association and the Developer each recognize that the other shall suffer immediate and irreparable harm and damage in the event of a breach of their respective obligations under this Agreement. Accordingly, each of the parties agree that either party shall have the right to sue for specific enforcement of this Agreement in the event of a breach (in addition to any other remedy available at law or equity to such party).

17. Integration

This Agreement supersedes all prior oral or written agreements or understandings among the parties.

18. Cooperation Agreement

In the event that issues are identified in the future which concern the development of the property, the parties agree to cooperate in the resolution of such issues consistent with the intent of the parties.

19. Notices

Any notices required under this agreement shall be sent via first class mail and hand-delivered as follows:

If to the Association:

Tony Trujillo (or successor), President
3901 Connecticut Avenue Resident's Association
3901 Connecticut Avenue, NW
Washington, DC 20008

With a copy to:

Eric M. Rome, Esq.
Eisen & Rome, PC
One Thomas Circle, NW, Suite 350
Washington, DC 20005

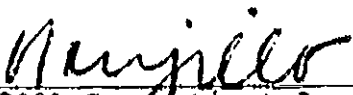
If to the Developer:

Lamont H. Hoffman
PN Hoffman
5450 Butler Road
Bethesda, MD 20816


And

Gary Squire, Esq.
C/o Keener Management
1706 R Street, NW
Washington, DC 20009

It is so agreed.



3901 Connecticut Avenue
Resident's Association by
TONY TRUJILLO



W.K. Investors, L.L.C. by
GARY SQUIRE

Puragr2/lm

Exhibit 'B'
3901 Connecticut Ave. NW

BASIC UNIT RENOVATIONS

- Furnish and install a private entry system which provides individual control from the condominium unit through existing phone lines. An electronic door strike with keypad at the Front Door of the lobby will provide security, and Owner, tenant and guest entry.
- Replace all through-wall Air Conditioning units in all units throughout the building.
- Replace existing single pane windows with new double pane windows.
 - Caulk and seal around new windows.
 - Paint window, jamb, header, and sill trim.
 - Add wood grills to windows facing Connecticut Avenue.
- The Developer will spend up to \$1,500.00 repairing walls or ceilings damaged by previous leaks or perform other miscellaneous repairs as chosen by the new Owner or tenant.
- Repair or replace domestic water piping as follows:
 - Inspect all piping.
 - Replace deteriorated or domestic water piping with visible defects with new copper piping.
 - Copper fittings showing visible defects will be resoldered or replaced.
 - Loose lines will be secured.
- Repair or replace waste piping as follows:
 - Inspect all piping.
 - After inspection, all suspect piping will be video taped from the inside to locate any restriction areas. Any restriction areas found will be repaired or replaced.
 - Vent piping will be inspected and repaired as necessary.
- Provide a service warranty (including material parts and labor) on the plumbing system for up to five (5) years from substantial completion of basic unit renovations.
- Overhaul steam heat system.
 - Inspect entire system.
 - Repair or replace all fittings or piping with any defects or leaks.
 - Replace malfunctioning valves and/or add valves at each radiator for controlling the heat.
 - Replace boiler, tank, and appurtenances with brand-new boiler, accessories, indoor tank and natural gas conversion capacity.
 - Warrantee the boiler, piping, insulation, radiators, and all appurtenances to the steam heat system for a period of five (5) years.
- Inspect all electrical panels.
 - Replace all defective breakers or panels.

Replace standard receptacles with GFI's at receptacles nearest kitchen sink and bathroom sink.

Order: 3HH97QX9D

Address: 3901 Connecticut Ave NW Apt 308

Order Date: 10-08-2019

Document not for resale -

HomeWiseDocs

Exhibit "C"
3901 Connecticut Ave. NW

Condominium Upgrades

I Basic Upgrades

• Solid Maple Door Kitchen Cabinets	\$ 4,700.00
• Granite Slab Counter (3 selections)	\$ 2,200.00
• New GE Appliances	\$ 2,650.00
• Stainless Steel Sink & Faucet	\$ 475.00
• Clean, Re-grout and Caulk Bath Tile	\$ 650.00/Bathroom
• All New Paint Throughout (one color)	\$ 2.20/SF
• Complete Plaster Repair	\$.05/SF
• New Mini Blinds	\$ 65.00/Window
• New Door Hardware	\$ 120.00/Door
• Refinish Hardwood Flooring	\$ 1.80/SF
• New Kitchen Light	\$ 65.00
• New Bathroom Light	\$ 65.00
• Vanity with Porcelain Bowl Faucets	\$ 650.00
• New Medicine Cabinet and Mirror	\$ 245.00
• Marble on Kitchen Floor	\$ 775.00
Upgrade Package Total	\$ 13,000/SF

II Miscellaneous Upgrades

• Central air conditioning	\$ 8,000.00
• Garbage Disposal	\$ 385.00
• Carpet in Bedroom	\$ 685.00
• Premium Granite Counter	\$ 3,100.00
• Sheet Tile on Kitchen Floor	\$ 450.00
• New Tile in Bathroom	\$ 1,500.00
• Replace Ceiling Light with Fan	\$ 150.00
• Add Receptacle (w/wire mold)	\$ 385.00
• Replace Light with Accent Track (4") Light	\$ 285.00
• Re-porcelainize Pedestal Sink	\$ 485.00
• Multiple Color Paints (Add)	\$ 150.00/Color

Order: 3HH97QX9D

Address: 3901 Connecticut Ave NW Apt 308

Order Date: 10-08-2019

Document not for resale

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Exhibit "D"

3901 Connecticut Ave. NW

	Bedrooms	Bathrooms	Area	Base Price (\$95/SF)	Upgrade Price (\$108/SF)
101	2	1	1,575.70	\$149,591.50	\$170,175.60
102	1	1	1,151.23	\$109,366.85	\$124,332.84
103	2	1	1,407.08	\$133,669.75	\$151,981.40
104	2	1	1,447.33	\$137,458.35	\$156,311.84
105	3	2	1,838.17	\$174,528.15	\$198,522.38
106	eff.	1	738.53	\$69,570.35	\$79,545.24
107	1	1	1,344.90	\$127,755.50	\$145,249.20
108	3	2	1,787.50	\$169,312.50	\$193,050.00
109	1	1	1,133.24	\$107,557.80	\$122,389.92
110	2	1	1,524.72	\$144,348.40	\$164,669.76
112	1	1	827.94	\$78,554.30	\$89,417.52
114	1	1	768.31	\$72,589.45	\$82,977.48
200	1	1	1,154.29	\$109,354.70	\$124,660.08
201	2	1	1,575.70	\$149,591.50	\$170,175.60
202	1	1	1,151.23	\$109,366.85	\$124,332.84
203	2	1	1,407.05	\$133,669.75	\$151,981.40
204	2	1	1,447.33	\$137,458.35	\$156,311.84
205	3	2	1,838.17	\$174,528.15	\$198,522.38
206	eff.	1	738.53	\$69,570.35	\$79,545.24
207	1	1	1,344.90	\$127,755.50	\$145,249.20
208	3	2	1,787.50	\$169,312.50	\$193,050.00
209	1	1	1,133.24	\$107,557.80	\$122,389.92
210	2	1	1,524.72	\$144,348.40	\$164,669.76
211	eff.	1	715.70	\$67,591.50	\$77,295.60
212	1	1	827.94	\$78,554.30	\$89,417.52
214	1	1	768.31	\$72,589.45	\$82,977.48
300	1	1	1,154.29	\$109,354.70	\$124,660.08
301	2	1	1,575.70	\$149,591.50	\$170,175.60
302	1	1	1,151.23	\$109,366.85	\$124,332.84
303	2	1	1,407.05	\$133,669.75	\$151,981.40
304	2	1	1,407.05	\$133,669.75	\$151,981.40
305	3	2	1,838.17	\$174,528.15	\$198,522.38
306	eff.	1	738.53	\$69,570.35	\$79,545.24
307	1	1	1,344.90	\$127,755.50	\$145,249.20
308	3	2	1,787.50	\$169,312.50	\$193,050.00
309	1	1	1,133.24	\$107,557.80	\$122,389.92
310	2	1	1,524.72	\$144,348.40	\$164,669.76
311	eff.	1	715.90	\$65,310.50	\$77,317.20
312	1	1	827.94	\$78,554.30	\$89,417.52
314	1	1	768.31	\$72,589.45	\$82,977.48

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Exhibit "D"Order: 3HH97QX9D
Address: 3901 Connecticut Ave NW Apt 308
Order Date: 10-08-2019
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Exhibit TP continued

	Bedrooms	Bathrooms	Area	Base Price (\$95/SF)	Upgrade Price (\$108/SF)
400	1	1	1,154.23	\$109,654.70	\$124,660.08
401	2	1	1,575.70	\$149,691.50	\$170,175.60
402	3	2	1,979.17	\$188,021.15	\$213,760.38
403	2	1	1,407.05	\$133,669.75	\$151,961.40
404	2	1	1,447.33	\$137,498.35	\$158,311.84
405	3	2	1,838.17	\$174,628.15	\$198,522.38
406	eff.	1	738.53	\$69,970.35	\$79,545.24
407	1	1	1,344.80	\$127,765.60	\$145,249.20
408	3	2	1,787.80	\$169,812.50	\$193,050.00
409	1	1	1,133.24	\$107,657.80	\$122,389.92
410	2	1	1,524.72	\$144,848.40	\$164,669.76
411	eff.	1	716.70	\$67,991.50	\$77,295.60
412	1	1	827.64	\$78,654.30	\$89,417.52
414	1	1	788.31	\$72,989.45	\$82,977.48
500	1	1	1,154.23	\$109,654.70	\$124,660.08
501	2	1	1,575.70	\$149,691.50	\$170,175.60
502	3	2	1,979.17	\$188,021.15	\$213,760.38
503	2	1	1,407.05	\$133,669.75	\$151,961.40
504	2	1	1,447.33	\$137,498.35	\$158,311.84
505	3	2	1,838.17	\$174,628.15	\$198,522.38
506	eff.	1	738.53	\$69,970.35	\$79,545.24
507	1	1	1,344.80	\$127,765.60	\$145,249.20
508	3	2	1,787.80	\$169,812.50	\$193,050.00
509	1	1	1,133.24	\$107,657.80	\$122,389.92
510	2	1	1,524.72	\$144,848.40	\$164,669.76
511	eff.	1	716.70	\$67,991.50	\$77,295.60
512	1	1	768.31	\$72,989.45	\$82,977.48
514	1	1	1,154.23	\$109,654.70	\$124,660.08

Page 2 of 2
Exhibit "D"

Order: 3HH97QX9D
Address: 3901 Connecticut Ave NW Apt 308
Order Date: 10-08-2019
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Exhibit 'E'
3901 Connecticut Ave. NW

RENOVATIONS TO BUILDING

- Install entry system with electronic door strike at lobby doors. Provide audible communication and individual control of lobby doors from each condominium (see Exhibit 'B').
- Provide Dumpster pad.
- Re-Landscape entire front Courtyard and front yard of building
- Replace courtyard pedestal lights with new fixtures.
- Repave rear parking lot.
- Stripe rear parking lot.
- Replace or repair cracked sidewalk in front of building.
- Repair old through wall unit sleeves (see Exhibit 'B').
- Point up masonry facade as needed. The entire facade will be examined. The point up work will begin at one side of the building and the work will continue around the entire parameter of the building.
- Repair cap flashing and metal copings throughout to prevent leaking.
- Caulk flashing, windows, and doors throughout to prevent leaking.
- Spruce up and repaint building entry doors.
- Repaint entire lobby. All moldings will have accent paint.
- Either strip paint off or replace painted over mirrors in lobby ceiling with new mirrors above chandelier.
- Replace wall sconce light fixtures in lobby with new wall sconces.
- Remove old furniture from lobby and furnish lobby with new furniture.
- Strip built-up paint from fireplace mantel and repaint.
- Remove electric log set from fireplace.
- Add large bordered rug at lobby stairs and entry.
- Point up interior walls of lobby.
- Install individual secured mailboxes in the side walls of the main lobby air lock entry.
- Repaint all paintable surfaces on exterior of building.
- Repaint all common hallways.
- Replace hallway-ceiling lights with new lights.
- Renovate laundry room.
- Upgrade fire alarm system.
- Overhaul steam heat system (see Exhibit 'B').
- Repair or replace waste piping (see Exhibit 'B').
- Repair or replace domestic water piping (see Exhibit 'B').

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DRAFT**Exhibit F**
3901 Connecticut Ave. NW

1998 Members of the 3901 Connecticut Avenue Residents Association

Apt. #	Tenant Name	Phone Number
101	Sylvia J. Laurenti	202-362-9130
102	Neal & Montse Leamer	202-537-9589
103	Diana Blythe	202-237-0621
104	Robert M. Dills	202-237-7572
105	Joseph Keegan	202-362-7180
106	Mary Johnson	202-968-7838
107	Tirunesh Mengesha	202-363-2584
108	Miriam M. Stubbs	202-362-5379
109	Lucy Eddinger	202-966-0237
110	Lila H. Warren	202-966-8274
112	Andrew Glickman	202-362-2938
114		
200	Arthur Laby	202-688-0473
201	Betty Miller/David Gootnick	202-362-8223
202	Carole L. Spurgin	202-937-3855
203	John C. McAllister III	202-364-0714
204	Mrs. Studebaker	
205	Molly & Mike Schuchat	202-362-4745
206	Ms. Ann Lin	
207	Frank Short	202-244-2569
208	Dr. Carvel DeBussy	202-968-3669
209	Sue Murrin	202-363-4107
210	Ruth (Mari) Thomas	
211	Kristina Bunce	202-362-0236
212	Mary T. Chunko	202-537-0970
214	Daryl George Gracich	
300	Alison Meiss	202-362-7334
301	Stuart Smith	202-968-4727
302	Laudan Aaron & Stephen Tumham	202-968-0556
303	Cecilia Saad & Ruth Swanson	202-968-1925
304	Marta Tellado/David Maddox	202-968-8236
305	Carolyn A. Clappitt	202-244-8097
306	Sondra Levitt	
307	Anita Siegel	202-364-6417
308	Angela Rumlaad	
309	Douglas Clapp & Lesley Turner	202-237-7364
310	Linda Ricci	202-888-4715
311	Shawn Vantree	
312	Henry Keith Garcia	202-968-5854
314		

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DRAFT**Exhibit 'E' continued**
3901 Connecticut Ave. NW**1998 Members of the 3901 Connecticut Avenue Residents Association**

Apt. #	Tenant Name	Phone Number
400	Elizabeth & Nina Thanjan	202-244-9203
401	Joe Tanning	202-362-9051
402	Tony Trujillo & Russell M. Leo	202-244-7312
403	Robert & Jessica Walton	202-966-2438
404	William Paris - Kevin Nourse	202-537-1567
405	Robert Langley	202-968-8183
406		
407	Michael & Elena Romanoff	202-302-6118
408	John, Larisa, & Catherine Glad	202-362-2529
409	Frances Barry	202-363-9199
410	John Walker - Al Nimocks	202-384-2810
411	Risa Kolender	
412		
414	John Sher	
500	Marla Artza	202-363-7403
501	Doris Scholze - Eloise Condit	202-363-7403
502	David Schachat	
503	Ellen Townley - Corina Gonzales	202-362-2357
504	Joyce Myers Chadwick - Tom Myers	202-363-7788
505	Regina Bell - Mike Zoeller	202-244-2398
506	Joan Tuchman	202-244-2541
507	Karen Seidman	
508	Ruth Jones	202-363-1539
509	Stephen N. Dennis	
510	Annie & Sarah Rice	202-362-8322
511	Hally Walker Gleason	202-363-0108
512		
514	Mary Clare Mueller	202-244-1138

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EXHIBIT VI-F

THIRD PARTY AGREEMENT

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EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made as of 7/21, 1997, between **TILDEN GARDENS LLC**, a District of Columbia limited liability company ("Tilden") and **3901 CONNECTICUT, L.L.C.**, a District of Columbia limited liability company (the "Venture").

RECITALS:

A. Tilden is the owner of the Adjoining Property and intends to construct certain improvements including a nine story apartment building and eight duplex residences (the "Improvements") thereon.

B. The Venture is the owner of the 3901 Property

C. The parties hereto desire to cooperate with each other in connection with the development and construction of the Improvements and to provide certain easements and licenses to benefit the Adjoining Property and the 3901 Property

NOW, THEREFORE, in consideration of the foregoing premises, and of the mutual covenants set forth in this Agreement, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

I. INTERPRETATION

1.1 **Definitions.** When used in this Agreement, the following capitalized terms shall have the meanings indicated:

3901 Improvements: The improvements on the 3901 Property as of the date hereof.

3901 Property: Lot 2, Square 2234, Washington D.C. which is more particularly described on Exhibit A hereto.

Adjoining Property: Lots 800 and 804, Square 2234, Washington, D.C. which are more particularly described on Exhibit B hereto.

Curb Cuts: The curb cut required to be made by Tilden either on Connecticut Avenue, N.W., and/or on Tilden Ave., N.W. to permit construction and use of driveway to serve the proposed Improvements.

Development Agreement: Development Agreement dated as of May 16, 1998 and recorded as document 980004261 in the Land Records of the Office of the Recorder of Deeds of the District of Columbia.

Improvements: The improvements to be constructed on the Adjoining Property.

Proposed Driveway: The driveway Tilden intends to construct on those portions of the Adjoining Property and a small portion of the rear portion of the 3901 Property, all as identified on Exhibit C hereto.

1.2 **Captions.** Captions in this Agreement are for convenience of reference only and shall not be used to interpret this Agreement.

1.3 **Gender; Number; Including.** The use of any gender in this Agreement shall refer to all genders, and the use of the singular shall refer to the plural, as the context may require. The term "including" and variants thereof shall mean "including without limitation."

1.4 **Not Construed Against Drafter.** All of the parties hereto and their respective legal counsel, have fully participated in the preparation and negotiation of this Agreement, and accordingly waive any rule of construction that this Agreement be construed against its drafter.

1.5 **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severable and the remainder of this Agreement shall continue in full force and effect.

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1.6 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

1.7 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, without reference to conflicts of law principles.

1.8 **Modifications.** This Agreement shall not be modified, altered, amended or otherwise changed unless such modification, alteration, amendment or other change is in writing and signed by all of the parties hereto. No purported waiver of any of the provisions of this Agreement shall be valid or effective unless the same is in writing and signed by the party against whom it is sought to be enforced.

EASEMENTS

2.1 **Temporary Construction Easements.** Subject to the terms of this Agreement, the Venture hereby grants to Tilden, its employees, agent, consultants, contractors, materialmen and subcontractors, the following easements in, to, over and across the 3901 Property for the purpose of effecting, constructing and completing the Improvements.

2.1.1 **Sheeting and Shoring.** An easement in, to, over, under and across the eastern rearmost two feet of the 3901 Property for sheeting and shoring in connection with the Improvements. At or before completion of construction of the Improvements, Tilden shall cause the sheeting and shoring to be cut off at least three (3) feet below the ground surface and shall repair any damage caused by such sheeting and shoring work to the paved parking areas of the 3901 Property.

2.1.2 **Tie Back and Underpinning Work.** An easement in, to, over, under and across the 3901 Property to complete the work provided for in Section 2.1.1 of the Development Agreement including, without limitation, the permanent installation of underpinning and ties as permitted by Section 2.1 of the Development Agreement, the restoration of the 3901 Property and 3901 Improvements and any repair to the 3901 Property or 3901 Improvements Tilden is required to perform pursuant to Section 2.1.1 of the Development Agreement.

2.1.3 **Construction Access.** A temporary, non-exclusive easement during construction of the Improvements for vehicular and pedestrian ingress, egress and access purposes, and for staging purposes, over and across that portion of the 3901 Property as depicted on Exhibit E.

2.2 **Pedestrian Access Easement.** The Venture hereby grants to Tilden, a permanent, non-exclusive easement solely for pedestrian ingress, egress and access over and across the surface parking, driveways and walkways on the 3901 Property.

2.3 **Sidewalk/Monument Easement.** The Venture hereby grants to Tilden a permanent, non-exclusive easement in and over the portion of the 3901 Property between the building located on the 3901 Property and the south property line of the 3901 Property on which Tilden shall have the right to construct a sidewalk (the "Sidewalk"), at a location and using such materials, as may be mutually agreed upon by Tilden and the Venture. The width of the sidewalk shall be no wider than six (6) feet, unless otherwise expressly agreed to by the Venture. The Venture further grants Tilden a permanent easement to construct a entry monument (the "Monument") in the Proposed Driveway on a portion of the 3901 Property as depicted on Exhibit F. The Venture shall approve or disapprove the proposed Sidewalk and/or Monument within fifteen (15) days of Tilden's request for such approval. If the Venture does not respond within such fifteen (15) day period, then the Sidewalk or Monument, as the case may be, shall be deemed approved. The style and size of the Monument shall be subject to the reasonable approval of the Venture, provided that no approval shall be required for a Monument substantially of a design and size as set forth on Exhibit F. Tilden shall maintain and repair the Sidewalk and the Monument, provided the Venture shall be responsible to repair any damage to the Sidewalk or Monument caused by the Venture, its agents, employees, invitees and any tenants of the 3901 Improvements or their employees, agents or invitees.

2.4 **Post Construction Parking Easement In Favor of the Venture.** Upon or prior to completion of construction of the Improvements, Tilden shall construct, at its sole cost, thirteen (13) parking spaces on the southern portion of the 3901 Property identified on Exhibit D hereto. In addition, in order to access such parking spaces, Tilden hereby grants the Venture a permanent, non-exclusive easement, to be effective upon the final completion of the construction of the

Improvements and the Proposed Driveway for vehicular ingress, egress and access over and across that portion of the Proposed Driveway located on the Adjoining Property.

2.5. Driveway Easement. The Venture hereby grants to Tilden a permanent, non-exclusive easement for vehicular and pedestrian ingress, egress and access over and across that portion of the rear portion of the 3901 Property identified on Exhibit C for construction of and use as part of the Proposed Driveway. Tilden shall have the right to pave over that portion of the 3901 Property identified on Exhibit C as part of the construction of the Proposed Driveway. Tilden shall maintain and repair such Proposed Driveway, provided, however, that the Venture shall be responsible to repair any damage to the Proposed Driveway caused by the Venture, its employees, agents, invitees and any residents of the 3901 Improvements or their employers, agents or invitees.

2.6. Utility Easement. The easements for utilities to be granted from time to time by the Venture in accordance with Section 2.4 of the Development Agreement shall include, without limitation, easements for the repair, maintenance and/or replacements of any utilities located in accordance with such easements.

2.7. Repair License Modification. The Venture hereby modifies the Repair License (as defined in the Development Agreement) provided for in Section 2.5 of the Development Agreement and, subject to the terms of Section 2.5 of the Development Agreement, grants to Tilden, its employees, agents, consultants, contractors, materialmen and subcontractors a license on, to, over, under and across the 3901 Property and 3901 Improvements to repair, maintain and/or replace the Proposed Driveway, the Sidewalk and any portion of the 3901 Property or 3901 Improvements that Tilden is required to repair pursuant to the Development Agreement or this Agreement, and to access the 3901 Property and 3901 Improvements to conduct the surveys specified in Section 2.7 of the Development Agreement, solely for the purposes and in the manner specified in such Section 2.7.

2.8. Limitations on Certain Easements. Tilden hereby agrees to the following limitations on certain easements granted in accordance with the Development Agreement, which limitations shall supersede any provisions in the Development Agreement to the contrary, and shall be binding upon Tilden, and its successors, agents and parties claiming through Tilden.

2.8.1 Construction Staging. Notwithstanding anything to the contrary in the Development Agreement, Tilden shall not use as a staging area during the construction of the Improvements any portion of the 3901 Property, except such area as is designated in Exhibit E.

2.8.2 Access Easement. Notwithstanding anything to the contrary in the Development Agreement, the easement provided in Section 2.1 of the Development Agreement over and across the existing driveway on the 3901 Property shall be used solely for access by emergency vehicles and for no other purposes whatsoever. The parties shall jointly and reasonably develop a means for ensuring that this driveway is used solely for the stated purpose, and for no other purpose by Tilden.

2.8.3 Utility Easement. Notwithstanding anything to the contrary in Section 2.4 of the Development Agreement, Tilden shall not locate any utilities for the benefit of the Adjoining Property within or under the currently existing building on the 3901 Property.

2.9 Incorporation of Provisions. All of the provisions of the Development Agreement with respect to the manner of performing "Work", as specified in Section 2.1, including approval conditions, compliance with Historic Preservation Regulations as provided in Section 2.6, and the insurance, indemnity and mechanic's lien provisions of Paragraphs 2.8, 2.9, and 2.10 and as to termination, as set forth in Section 3.1, are hereby incorporated herein by reference, and shall be applicable to the additional work to be performed hereunder by Tilden, and the additional easements granted herein; provided that the additional easements set forth in Sections 2.2 - 2.7 of this Agreement shall not be subject to termination, except as set forth in Paragraph 3.6 below.

III. MISCELLANEOUS

3.1 Representations. Each of the parties hereto represents and warrants that (a) it has full power to execute, deliver and carry out the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement, (b) the person executing this Agreement on behalf of such party, has the authority to bind such party to the terms and conditions of this Agreement and (c) this Agreement constitutes, the legal,

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valid and binding obligations of such party enforceable against such party in accordance with its terms.

3.2 Indemnity. The Venture shall indemnify, defend and hold harmless Tilden, its members, agents and employees from and against all claims, losses, liabilities, damages (including, without limitation, damage to the Adjoining Property) and expenses (including, without limitation, reasonable attorneys fees) arising from or in connection with the use by the Venture, its employees, guests, invitees and any tenants of the 3901 Improvements, their employees, guests and invitees of any of the licenses and/or easements granted to the Venture hereunder, except in the event such claim, liability, loss, damage or expense is caused by the negligent or willful act or omission of Tilden, or its agents, employees or invitees. Tilden shall indemnify, defend and hold harmless the Venture, its members, agents and employees from and against all claims, losses, liabilities, damages (including, without limitation, damage to the 3901 Property) and expenses (including, without limitation, reasonable attorneys fees) arising from or in connection with the use by Tilden, its employees, guests, invitees and any tenants of the Improvements, their employees, guests and invitees, of any of the easements granted to Tilden hereunder, except in the event such claim, liability, loss, damage or expense is caused by the negligent or willful act or omission of the Venture, its agents, employees or invitees.

3.3 Ratification of Development Agreement. Except as specifically modified herein, the Development Agreement remains in full force and effect and the parties hereto hereby covenant and agree to perform, comply with and abide by each of the terms of the Development Agreement.

3.4 Notices. Any notice required or permitted to be given under this Agreement shall be in writing and signed by the party giving the same or its attorney, and shall be (i) hand-delivered, (ii) delivered by overnight courier, (iii) mailed by certified or registered mail, postage prepaid, return receipt requested, or (iv) delivered by facsimile transmission (provided that an electronic confirmation of receipt is obtained by the sender and a copy of such faxed notice is sent by one of the other methods of delivery provided herein) to the parties hereto at their respective addresses set forth below, or at such other addresses of which either party shall notify the other party in accordance with the provisions of this Section 3.4. Any such notice sent by one of the foregoing methods shall be deemed given as of the time of delivery (or refusal of delivery):

If to Tilden: Tilden Gardens LLC
7500 Old Georgetown Road
Bethesda, Maryland 20814
Attn: W. Cleve Johnson, Group Executive
Facsimile No.: 301/272 8495

With a copy to: Arnold & Porter
555 Twelfth Street, N.W.
Washington, D.C. 20004
Attn: S. Lee Narrow, Esquire

If to the Venture: 3901 Connecticut, L.L.C.
c/o P.M. Hoffman, Inc.
5450 Butler Road
Bethesda, Maryland 20816
Attn: Laron Hoffman
Facsimile: 301/656-7607

3.5 Effect of Agreement. The provisions and covenants of this Agreement shall run with and bind the 3901 Property, the 3901 Improvements, the Adjoining Property and the Improvements and shall inure to the benefit of and be enforceable by Tilden, its assigns and any future owner of the Adjoining Property and by the Venture, its assigns and any future owners of the 3901 Property. The Venture currently proposes to submit the 3901 Property to a condominium regime in accordance with applicable District of Columbia law, and in such an event the Venture may assign all rights and obligations under this Agreement to the unit owner's association formed in connection with the conversion of the 3901 Property. This Agreement shall be recorded by either Tilden or the Venture among the land records of the District of Columbia and the parties shall share equally any recordation fees or taxes incurred in connection with such recordation.

3.6 Termination of Agreement. Notwithstanding anything herein to the contrary, in the event Tilden is unable to obtain final approval from the District of Columbia for a permanent curb cut either on Connecticut Ave., N.W., or Tilden Ave., N.W. (the "Curb Cut Approval") prior to January 1, 2001 permitting construction of a driveway leading to the Improvements (which Curb

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Cut is (a) sufficient to enable Tilden to obtain building permits required to construct the improvements, and (b) if the Curb Cut is only obtainable on Tilden Street, N.W., is at least 20' wide, and includes the right to a median cut in the middle of Tilden Street). Tilden may elect to terminate this Agreement by giving written notice of such election to the Venture (or its successor) in the manner provided above. If Tilden exercises its termination right, then this Agreement, and all the easements and rights granted hereunder, shall immediately become null and void, and of no further force and effect, and the parties shall be restored to the same rights and liabilities which they may have had with respect to their respective properties on the date immediately prior to the execution of this Agreement, including, but not limited to, the right of the Venture to contest the Development Agreement.

Tilden shall diligently pursue all necessary actions required to obtain the Curb Cut Approval and shall keep the Venture informed of Tilden's efforts with respect thereto. Until the issuance of the Curb Cut Approval, Tilden shall not undertake any work on or otherwise use any portion of the 3901 Property permitted under this Agreement or the Development Agreement, provided Tilden shall be permitted to exercise its access easements for purpose of conducting studies, tests and other pre-construction activities, and removing and replacing the oil tank, construction the "800 Spaces" (as defined in the Cooperation and Development Agreement of even date herewith attached hereto as Exhibit C (the "Cooperation Agreement")). Upon termination of this Agreement as provided herein either Tilden or the Venture may file an appropriate document in the land records of the District of Columbia evidencing such termination, provided a copy of the notice from Tilden shall be included as an exhibit to the filing.

3.7 Future Amendments. Each party shall promptly upon request from the other party execute such amendments to this Agreement as are necessary to effect the provisions of the Cooperation Agreement relating to the amendment of this Agreement, as and when applicable.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.


TILDEN GARDENS LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

3901 CONNECTICUT LLC

By: WTK INVESTORS LLC, Managing Member

By: 
Name: Laurent Hoffman
Title: Managing Member

NOTARY ACKNOWLEDGEMENTS ON NEXT PAGE

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Deborah A. Clark
Notary Public
This instrument was acknowledged before me on this 21st
day of July, 1999, by Lauren M. Clark in his capacity as Managing Member of
WK Investors L.L.C., in its capacity as Managing Member of 3901 Connecticut L.L.C.

SEAL
My Commission Expires

Deborah A. Clark
Notary Public

Very Truly
Notary Public
District of Columbia
My commission exp. 08/14/04

_____, as
This instrument was acknowledged before me on this _____
day of _____, 1999, by _____, in his capacity as _____ of _____

SEAL
My Commission Expires

Notary Public

_____, as
This instrument was acknowledged before me on this _____
day of _____, 1999, by _____

SEAL
My Commission Expires

Notary Public

Cut is (a) sufficient to enable Tilden to obtain building permits required to construct the Improvements, and (b) if the Curb Cut is only obtainable on Tilden Street, N.W., is at least 70' wide, and includes the right to a median cut in the middle of Tilden Street). Tilden may elect to terminate this Agreement by giving written notice of such election to the Venture (or its successor) in the manner provided above. If Tilden exercises its termination right, then this Agreement, and all the easements and rights granted hereunder, shall immediately become null and void, and of no further force and effect, and the parties shall be restored to the same rights and liabilities which they may have had with respect to their respective properties on the date immediately prior to the execution of this Agreement, including, but not limited to, the right of the Venture to construct the Development Agreement.

Tilden shall diligently pursue all necessary actions required to obtain the Curb Cut Approval and shall keep the Venture informed of Tilden's efforts with respect thereto. Until the issuance of the Curb Cut Approval, Tilden shall not undertake any work on or otherwise use any portion of the 3901 Property permitted under this Agreement or the Development Agreement, provided Tilden shall be permitted to exercise its access easements for purpose of conducting studies, tests and other pre-construction activities, and removing and replacing the oil tank, construction the "800 Spaces" (as defined in the Cooperation and Development Agreement of even date herewith attached hereto as Exhibit C (the "Cooperation Agreement")). Upon termination of this Agreement as provided herein either Tilden or the Venture may file an appropriate document in the land records of the District of Columbia evidencing such termination, provided a copy of the notice from Tilden shall be included as an exhibit to the filing.

3.7 Future Amendments. Each party shall promptly upon request from the other party execute such amendments to this Agreement as are necessary to effect the provisions of the Cooperation Agreement relating to the amendment of this Agreement, as and when applicable.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

TILDEN GARDENS LLC *Per FBO CO*
By: *[Signature]*
Name: *Nathaniel R. Sanders*
Title: *Co-Manager*

By: *[Signature]*
Name: *Louise C. Norder*
Title: *Co-Manager*

3901 CONNECTICUT L.L.C.

By: WR INVESTORS L.L.C., Managing Member

By: *[Signature]*
Name: *Louise C. Norder*
Title: *Managing Member*

NOTARY ACKNOWLEDGEMENTS ON NEXT PAGE

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Debra J. [Signature]
day of July, 1999, by Laurence Hill in his capacity as President of WK Investors L.L.C., in its capacity as Managing Member of 3901 Connecticut L.L.C.

SEAL
My Commission Expires

[Signature]
Notary Public

Vino Thakur
Notary Public
District of Columbia
My commission exp. 08/14/01

[Signature]
day of July, 1999, by Debra J. Hill in his capacity as Managing Member of WK Investors L.L.C.

SEAL
My Commission Expires

[Signature]
Notary Public
Joanne M. B. Miller
Notary Public, State of Maryland
Montgomery County
My Commission Expires Jan. 1, 2002

day of July, 1999, by Laurence Hill in his capacity as Managing Member of WK Investors L.L.C.

SEAL
My Commission Expires

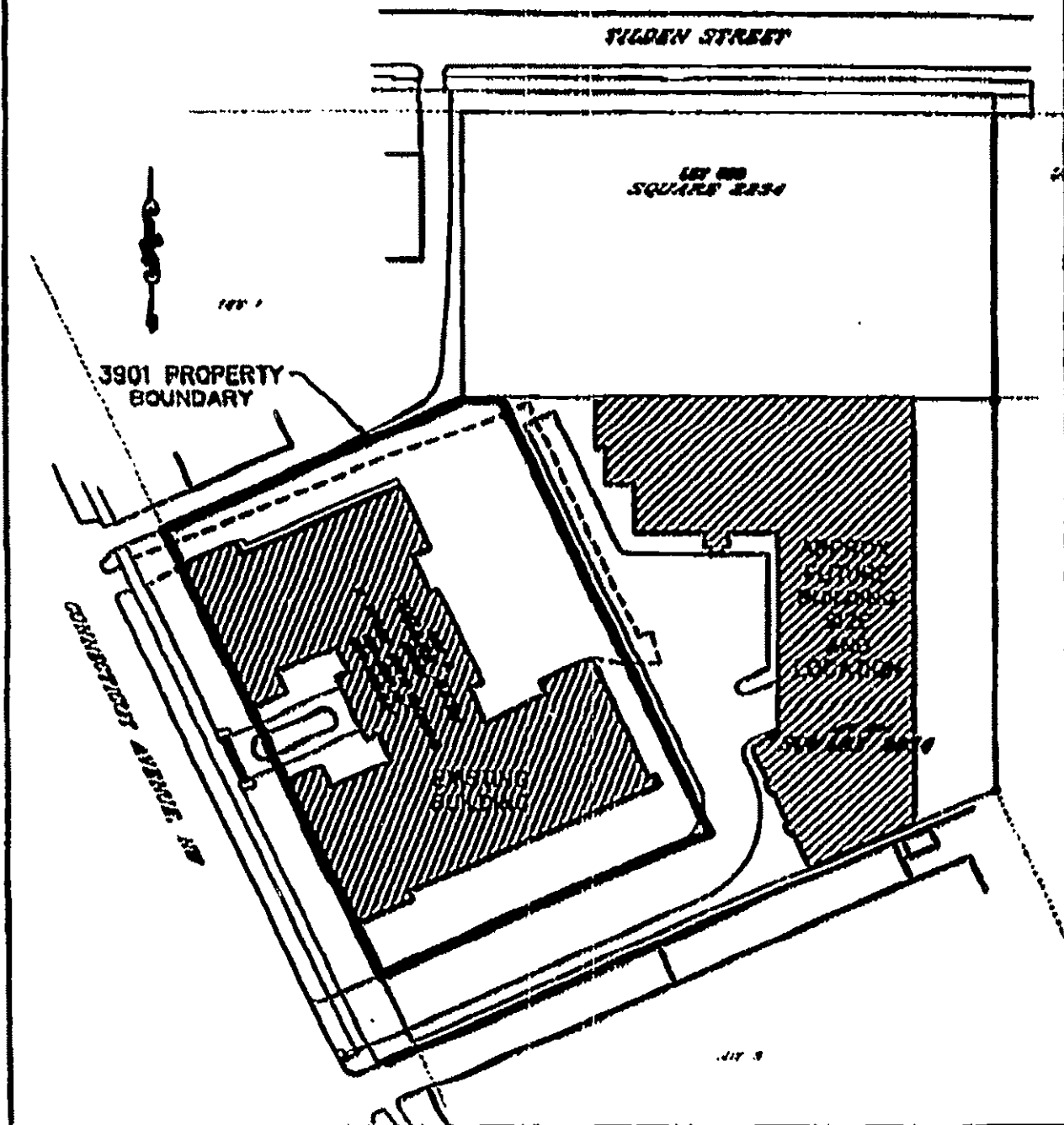
Joanne M. B. Miller
Notary Public, State of Maryland
Montgomery County
My Commission Expires Jan. 1, 2002

[Signature]
Notary Public

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EXHIBITS

Exhibit A	3901 Property
Exhibit B	Adjoining Property
Exhibit C	Proposed Driveway
Exhibit D	Additional 18 Parking Spaces
Exhibit E	Construction Access and Staging Area
Exhibit F	Monuments Design and Location
Exhibit G	Cooperation and Development Agreement

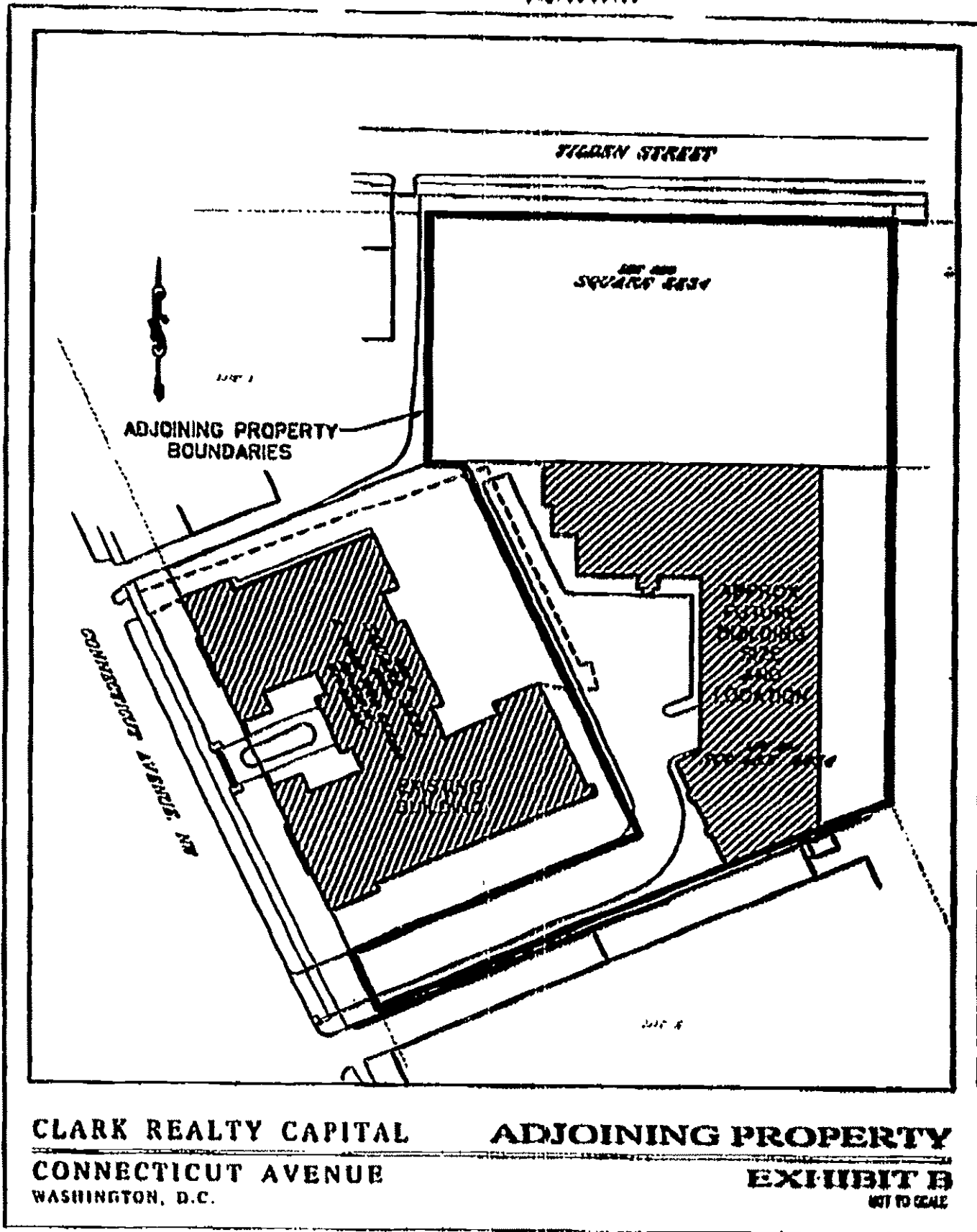


CLARK REALTY CAPITAL
CONNECTICUT AVENUE
WASHINGTON, D.C.

3901 PROPERTY
EXHIBIT A
NOT TO SCALE

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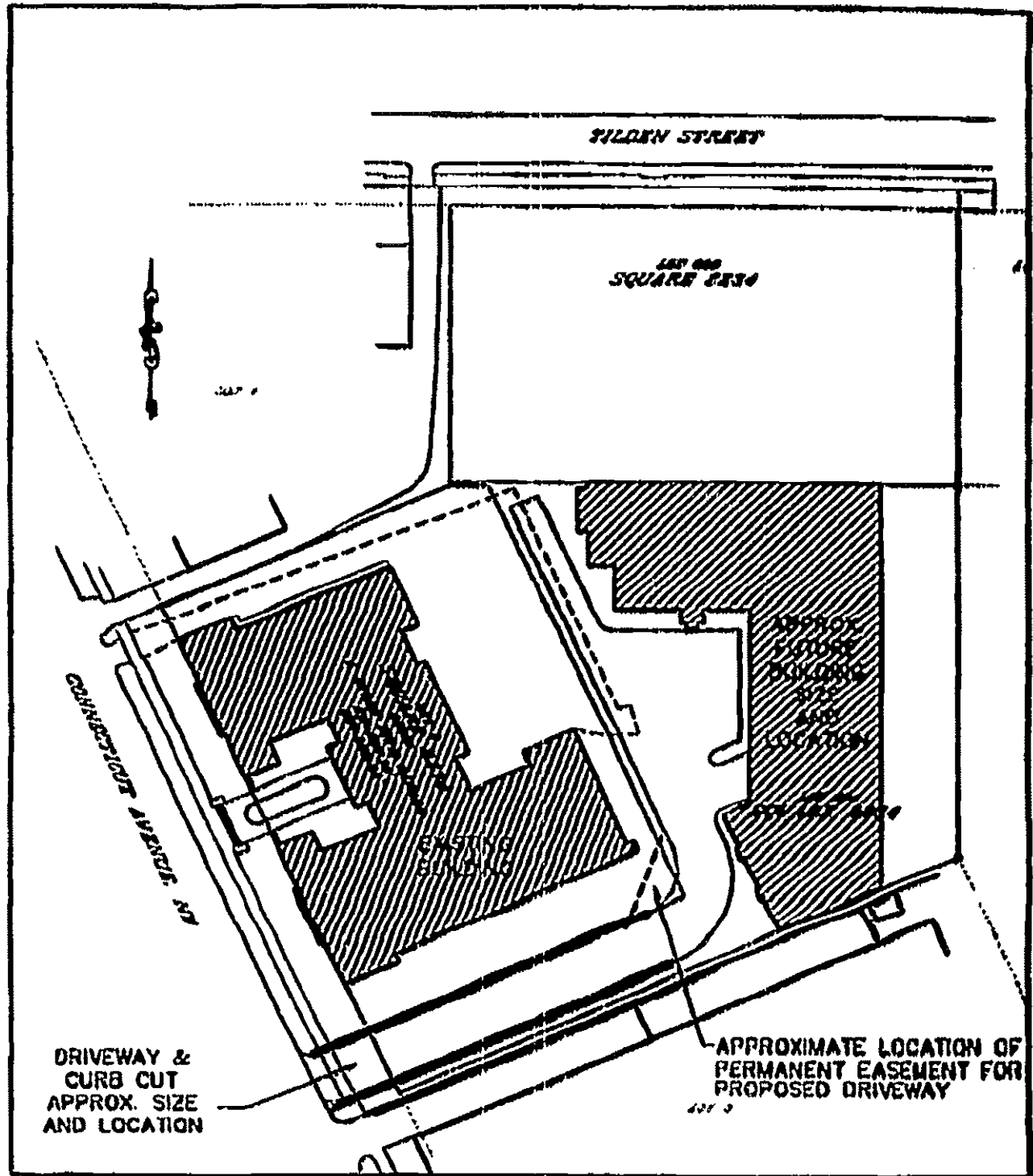
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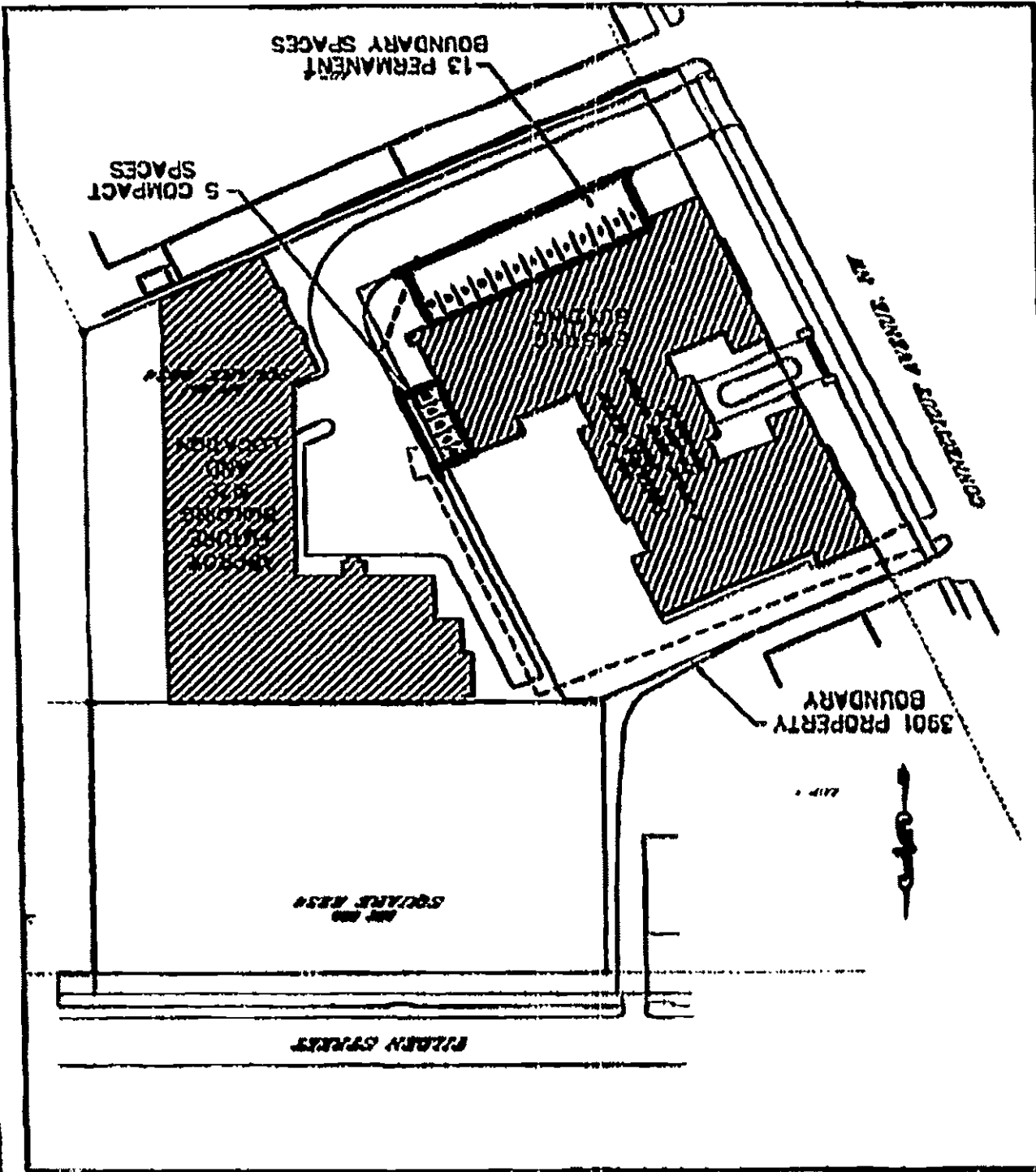


CLARK REALTY CAPITAL
CONNECTICUT AVENUE
 WASHINGTON, D.C.

PROPOSED DRIVEWAY
EXHIBIT C
 NOT TO SCALE

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CLARK REALTY CAPITAL
CONNECTICUT AVENUE
WASHINGTON, D.C.
EXHIBIT D
ADDITIONAL 18 PARKING SPACES
NOT TO SCALE



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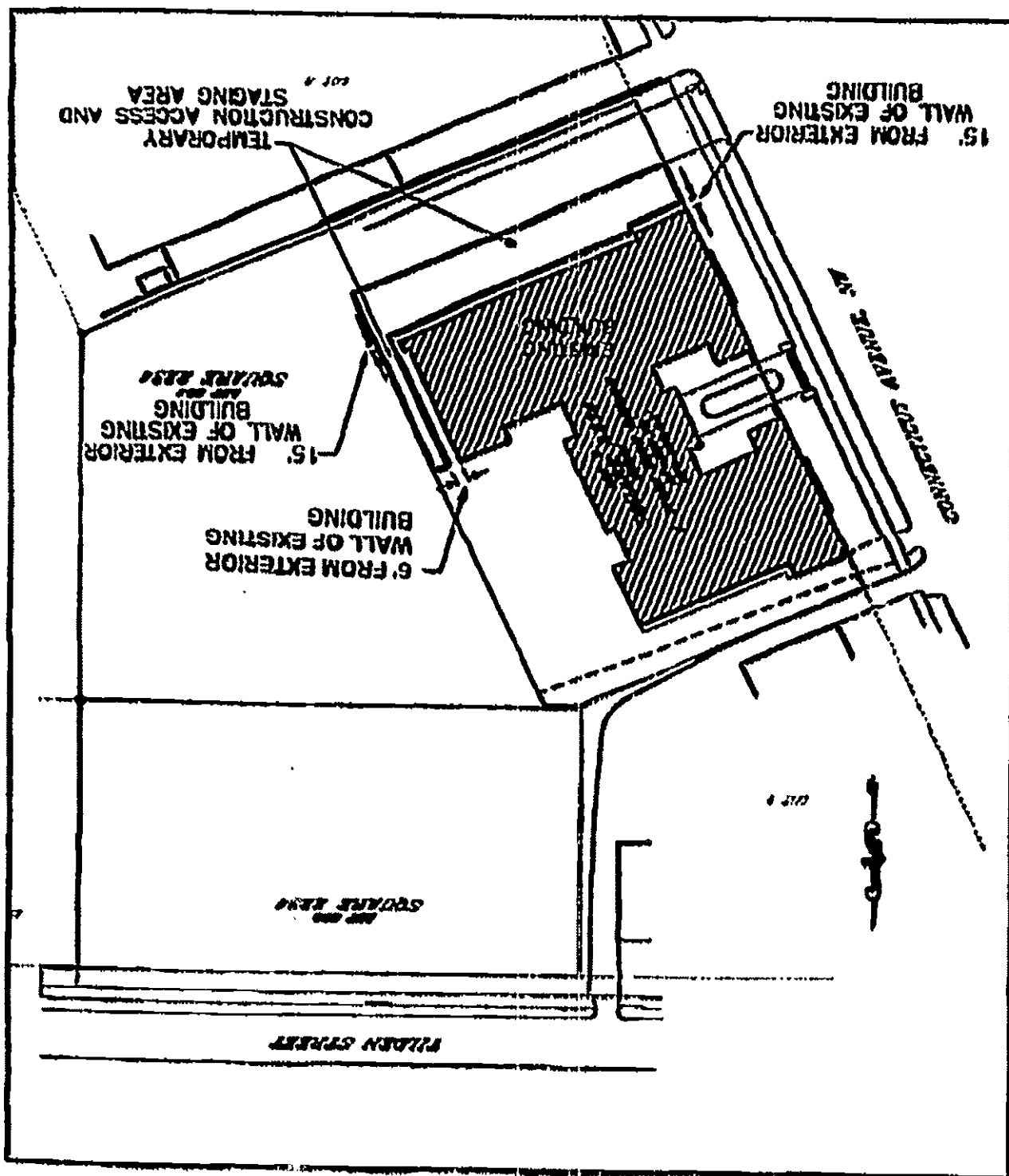
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EXHIBIT E

CONNECTICUT AVENUE
WASHINGTON, D.C.

CONSTRUCTION ACCESS AND STAGING AREA

CLARK REALTY CAPITAL



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COOPERATION AND DEVELOPMENT AGREEMENT

THIS COOPERATION AND DEVELOPMENT AGREEMENT ("Agreement") is made as of July 21st, 1999, by and among **WK INVESTORS L.L.C.**, a District of Columbia Limited Liability Company ("WK"), **3901 CONNECTICUT AVE. RESIDENTS ASSOCIATION**, a District of Columbia non-profit corporation (the "Association"), **3901 CONNECTICUT, L.L.C.**, a District of Columbia limited liability company (the "Venture"), and **TILDEN GARDENS L.L.C.**, a District of Columbia limited liability company ("Tilden").

RECITALS:

A. The Association entered into a contract to purchase the 3901 Property which contract the Association assigned to the Venture;

B. WK and the Association formed the Venture to acquire the 3901 Property, and the Venture has now purchased the 3901 Property

C. Tilden is the owner of the Adjoining Property and intends to construct certain improvements including a nine story apartment building and eight duplex residences (the "Improvements") thereon.

D. The parties hereto desire to cooperate with each other in connection with the development and construction of their respective properties and to provide certain easements and licenses for access and parking to benefit each of the 3901 Property and the Adjoining Property.

NOW, THEREFORE, in consideration of the foregoing premises, and of the mutual covenants set forth in this Agreement, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows

I. INTERPRETATION

1.1 Definitions. When used in this Agreement, the following capitalized terms shall have the meanings indicated:

3901 Improvements: The existing improvements located on the 3901 Property as of the date hereof

3901 Parties: WK, the Association and the Venture

3901 Property: Lot 2, Square 2234, Washington D.C. which is more particularly described on Exhibit A hereto.

Adjoining Property: Lots 800 and 804, Square 2234, Washington, D.C. which are more particularly described on Exhibit B hereto

Development Agreement: The Development Agreement dated as of May 26, 1998 and recorded as document 980004261 in the Land Records of the Office of the Recorder of Deeds of the District of Columbia.

Improvements: The improvements to be constructed on the Adjoining Property.

1.2 Captions. Captions in this Agreement are for convenience of reference only and shall not be used to interpret this Agreement.

1.3 Gender; Number; Including. The use of any gender in this Agreement shall refer to all genders, and the use of the singular shall refer to the plural, as the context may require. The term "including" and variants thereof shall mean "including without limitation."

1.4 Not Construed Against Drafter. All of the parties hereto and their respective legal counsel, have fully participated in the preparation and negotiation of this Agreement, and accordingly waive any rule of construction that this Agreement be construed against its drafter.

1.5 Severability. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severable and the remainder of this Agreement shall continue in full force and effect.

Order: 3HH97QX9D

Address: 3901 Connecticut Ave NW Apt 308

Order Date: 10-08-2019

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1.6 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

1.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, without reference to conflicts of law principles.

1.8 Modifications. This Agreement shall not be modified, altered, amended or otherwise changed unless such modification, alteration, amendment or other change is in writing and signed by all of the parties hereto. No purported waiver of any of the provisions of this Agreement shall be valid or effective unless the same is in writing and signed by the party against whom it is sought to be enforced.

II. EASEMENTS

2.1 Grant of Easements. Immediately after execution of this Agreement the applicable parties shall execute, acknowledge and record the Easement Agreement attached hereto as Exhibit F.

2.2 Parking Licenses. Subject to the terms of this Agreement, Tilden hereby grants to the 3901 Parties, the following temporary parking rights:

2.2.1 Interim License. A month to month, non-exclusive license ("Interim License") for the residents of the 3901 Improvements to park (and only to park) on that portion of the Adjoining Property identified on Exhibit F hereto, which Interim License shall be effective upon execution of this Agreement. Tilden, in its sole discretion, may terminate the Interim License by written notice to the 3901 Parties, such termination to be effective thirty (30) days after receipt of such notice by the 3901 Parties, provided Tilden shall have no right to terminate unless the Temporary Parking License set forth in Section 2.2.2 below is in effect. Upon such termination, the 3901 Parties shall cause all personal property to be removed from the portion of the Adjoining Property used for such parking.

2.2.2 Temporary Parking License. A temporary, non-exclusive license ("Temporary Parking License"), to be effective from the execution of this Agreement and until Tilden paves the parking spaces provided for in Section 3.4 hereof, for the residents of the 3901 Improvements to use for parking approximately twenty (20) temporary gravel parking spaces (the "Gravel Parking Spaces") which shall be located generally either (i) jointly on the 3901 Property and the Adjoining Property along the southern boundary of the 3901 Property (the "Boundary Spaces"), or (ii) solely on the Adjoining Property (the "800 Spaces"), as such areas are identified on Exhibit G. The exact location of the Gravel Parking Spaces shall be determined by Tilden and, to the extent that such spaces are partly on the 3901 Property, by the Venture, provided Tilden shall have the right to change the location of the parking available pursuant to the Temporary Parking License from time to time on fifteen (15) days notice to the Venture, provided Tilden shall also give notice of such change as the Gravel Parking Spaces then being used. The 800 Spaces shall be accessible by vehicle from the existing parking lot at the rear of the 3901 Improvements, as depicted on Exhibit G. The Venture will permit Tilden to grade and clear that portion of the 3901 Property to allow vehicular access to the "800 Spaces". If any one or more of the existing parking spaces on the 3901 Property are eliminated by the construction of the access lane, such number of spaces will be added to the "800 Spaces". The Boundary Spaces shall be accessible by vehicle from the Proposed Driveway (hereinafter defined). If Tilden elects to use the Boundary Spaces for the Temporary Parking License, then the 3901 Parties shall be granted a temporary, non-exclusive easement for ingress, egress and access to and over that portion of the Proposed Driveway located on the Adjoining Property, and the easements granted to Tilden with respect to the use of that portion of the 3901 Property along the southern boundary of the 3901 Property shall be expressly subject to the rights granted herein with respect to the Boundary Spaces. Solely for the purpose of constructing the 800 Spaces, Tilden shall be permitted to exercise its access easements under the Development Agreement.

2.2.3 Insurance and Permits. Notwithstanding anything to the contrary herein, (i) if enforced as a condition of use by the District of Columbia, prior to use of the parking available pursuant to the Interim License and/or the Temporary Parking License, the Venture shall obtain, at its sole cost, all necessary or appropriate permits or licenses, if any, provided Tilden shall cooperate with the Venture as reasonably requested to obtain any such permits or licenses; and (ii) during all periods in which such the Interim License and/or the Temporary Parking License are in effect, the Venture shall carry and maintain such insurance, in such amounts that are usual and customary for comparable surface parking lot use which policies shall name Tilden as an additional insured. The

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Venture shall be responsible for managing the allocation of the available parking and maintaining and cleaning, including, without limitation, snow removal from those portions of the Adjoining Property available for parking spaces pursuant to this Section 2.2.

2.2.4 Condition of Spaces. Tilden shall ensure that there is reasonable access to the 800 Spaces or the Boundary Spaces (collectively the "Spaces") and shall ensure that the condition of the Spaces will reasonably permit the parking of vehicles, provided Tilden shall have no obligation to pave the Spaces, except as otherwise expressly provided herein.

III. ADDITIONAL PROVISIONS/MISCELLANEOUS

3.1 Cooperation. Tilden has provided the 3901 Parties with a conceptual development plan for the improvements (the "Plan"), a copy of which is attached as Exhibit H. The 3901 Parties shall cooperate with Tilden as provided herein in its development of the improvements and shall, upon the request of Tilden, support any approval or permit which Tilden may seek from any governmental or quasi-governmental authority or agency in connection with the development of the improvements provided that such approvals are not inconsistent with the Plan including, without limitation, Tilden's application for approval of a curb cut on Connecticut Avenue to permit construction of a driveway by Tilden on the portion of the Adjoining Property identified on Exhibit G hereto (the "Proposed Driveway"). In addition, the 3901 Parties shall not oppose Tilden's application for curb cuts and median breaks on Tilden Street as indicated on Exhibit J hereto.

3.2 Oil Tank. Tilden shall, at its expense, remove the oil storage tank (the "Tank") which services the improvements on the 3901 Property. The Venture shall cooperate with Tilden to facilitate removal of the Tank, including permitting Tilden and its contractors access to the Property for the purpose of removing the Tank and replacing it with a new double walled 2,000 gallon oil storage tank (the "New Tank") to be located in the boiler room in the 3901 Improvements. The removal of the Tank and installation of the New Tank shall be coordinated between the Venture and Tilden in as to minimize disruption to the residents of the 3901 Property, and to facilitate completion of the renovations and improvements to be undertaken by the Venture at the 3901 Property. The Venture shall provide clear access, at the Venture's cost, to the boiler room for installation of the New Tank. All permits, inspections, approvals and costs for the removal of the Tank and installation of the New Tank shall be the responsibility of Tilden. Removal of all disconnected appurtenances relating to the Tank and the furnishing and installation of appurtenances necessary for the proper hook-up and usage of the New Tank shall be performed and paid for by Tilden. Tilden shall complete removal of the Tank by August 31, 1999, and install the New Tank by September 30, 1999.

In the event the District of Columbia or other regulatory bodies having jurisdiction over the 3901 Improvements does not permit installation of the New Tank as contemplated above, Tilden and the Venture shall work together in a timely manner to determine a mutually acceptable and comparably priced oil tank replacement solution.

3.3 Parking Lot Paving. Upon or prior to completion of the improvements, Tilden, at its sole cost, shall repave the rear portion of the 3901 Property identified on Exhibit I hereto in a manner that is usual and customary for surface parking lots.

3.4 Additional 18 Parking Spaces. Upon or prior to completion of the improvements, Tilden, at its sole cost, shall pave thirteen (13) parking spaces on the southern portions of the 3901 Property (the "Permanent Boundary Spaces") and five (5) compact parking spaces on the rear lot of the 3901 Property (collectively the "Compact Spaces" and individually a "Compact Space") all where substantially identified on Exhibit D hereto (the exact final location shall be agreed upon by the Venture and Tilden). To the extent that any portion of the Compact Spaces are located on the Adjoining Property, and provided the "Release Payment" is made as set forth below, Tilden shall grant to the Venture, a permanent easement, granting to the Venture, or the future owners of the Units to which the right to use the Compact Spaces have been assigned (or may subsequently be assigned), and their permitted assigns, the exclusive right in the use of the portion of the Compact Space located on the Adjoining Property, and the right to access the Compact Spaces from the Proposed Driveway, as set forth in Paragraph 2.4 of the Easement Agreement, which easement shall be recorded as an amendment to the Easement Agreement.

Tilden shall promptly notify the Venture of its completion of the improvements, including, completion of its paving obligations as set forth above. Thereafter, the Venture shall pay to Tilden at any time but in all events no later than ninety (90) days after such notice, if it is elected, the sum

of \$50,000 (the "Release Payment"). Upon payment of the Release Payment, the parties shall record the amendment to the Easement Agreement in accordance with the terms of the preceding paragraph. If the Venture fails to pay the Release Payment within such ninety (90) day period, then the Venture shall immediately execute an amendment to the Easement Agreement granting an easement to Tilden, in perpetuity, for the exclusive use by Tilden, or its assigns, of the Compact Spaces for the purpose of parking vehicles on the Compact Spaces, which amendment shall be promptly recorded in the land records of the District of Columbia.

3.5 Lender Consent. In the event that any lender has a lien on the 3901 Property, the 3901 Parties shall obtain from such lender its consent to this Agreement, and such lender shall cause any such lien to be subordinate to the easements set forth herein and in Exhibit E. Tilden likewise shall obtain from any lender having a lien on the Adjoining Property its consent to this Agreement, and such lender shall cause any such lien to be subordinate to the easements set forth herein and in Exhibit E.

3.6 Apartment Leases. Tilden currently leases apartments numbered 314 and 406 in the 3901 Improvements. Tilden shall vacate apartments 314 and 406 immediately after the recordation of Exhibit E hereto. Upon Tilden tendering possession of apartment 314 and 406 (which relinquishment shall be free and clear of any claims of third parties), and as a condition to its effectiveness, the Venture shall return Tilden's security deposit for apartment 314 and 406 to it and provide it with a release as to any future obligations under the lease for such units. Tilden shall continue to pay rent for each of the apartments as required under the leases for such apartments through the date that possession is tendered in the manner required. If Tilden (or any party claiming through Tilden) fails to vacate as required hereunder, the Venture may sue for specific performance of this provision in landlord and tenant court of the District of Columbia, any notice to quit required by applicable law being hereby waived. Tilden shall indemnify and hold harmless the Venture from and against any expenses, liabilities or costs arising by virtue of the claims of any third parties tending or occupying either Unit prior to the date possession is relinquished to the Venture.

3.7 Sale or Assignment. Each of the parties agrees that it will not sell or assign its interest in the 3901 Property or the Adjoining Property, as the case may be, except pursuant to a written agreement in which the purchaser or assignee acknowledges the terms of this Agreement and agrees to be bound thereby. The foregoing shall not apply to the individual sales of condominium units as the condominium to be created at the 3901 Property.

3.8 Representations. Each of the parties hereto represents and warrants that (a) it has full power to execute, deliver and carry out the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement, (b) the person executing this Agreement on behalf of such party, has the authority to bind such party to the terms and conditions of this Agreement and (c) this Agreement constitutes the legal, valid and binding obligations of such party enforceable against such party in accordance with its terms.

3.9 Indemnity. The Venture shall exercise any and all rights under the Interim License and Temporary Parking License at its sole risk and expense. The Venture shall indemnify, defend and hold harmless Tilden its members, agents and employees from and against all claims, losses, liabilities, damages (including, without limitation, damage to the Adjoining Property) and expenses (including, without limitation, reasonable attorneys fees) arising from or in connection with the use by the Venture, its employees, guests, invitees and any tenants of the 3901 Improvements of the Interim License and/or Temporary Parking License.

3.10 Limitation of Interests. Each of the 3901 Parties hereby acknowledges that, other than as provided herein or in the Easement Agreement attached hereto as Exhibit E, it has no right, title or interest in or to the Adjoining Property and shall not make a claim against Tilden or the Adjoining Property to enforce any right, title or interest in or to the Adjoining Property.

3.11 Notices. Any notice required or permitted to be given under this Agreement shall be in writing and signed by the party giving the same or its attorney, and shall be (i) hand-delivered, (ii) delivered by overnight courier, (iii) mailed by certified or registered mail, postage prepaid, return receipt requested, or (iv) delivered by facsimile transmission (provided that an electronic confirmation of receipt is obtained by the sender and a copy of such faxed notice is sent by one of the other methods of delivery provided herein) to the parties hereto at their respective addresses set forth below, or at such other addresses of which either party shall notify the other party in accordance with the provisions of this Section 3.11. Any such notice sent by one of the foregoing methods shall be deemed given as of the time of delivery (or refusal of delivery):

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Address: 3901 Connecticut Ave NW Apt 308

Order Date: 10-08-2019

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If to Tilden:

Tilden Gardens LLC
7500 Old Georgetown Road
Bethesda, Maryland 20814
Attn: W. Cleve Johnson, Group Executive
Facsimile No.: 301/272-8459

With a copy to:

Arnold & Porter
555 Twelfth Street, N.W.
Washington, D.C. 20004
Attn: S. Lee Narrow, Esquire
Facsimile: 202/942-5999

If to the 3901 Parties:

c/o 3901 Connecticut Ave. Residents Association
3901 Connecticut Avenue, N.W.
Washington, D.C. 20008
Attn: Tony Trujillo
Facsimile: 202/944-7890

With a copy to:

P.N. Hoffman, Inc.
2450 Butler Road
Bethesda, Maryland 20816
Attn: Lamon Hoffman
Facsimile: 301/656-7607

3.12 Effect of Agreement. This Agreement shall be binding upon, and inure to the benefit of Tilden and the 3901 Parties and each of their respective heirs, successors and assigns.

3.13 Enforcement. If any party breaches its obligations under this Agreement, the non-breaching party shall notify the breaching party in writing of the breach, and thereafter the breaching party shall have fifteen (15) days to cure such breach. If the breaching party fails to cure such breach within the time specified, then the non-breaching party may pursue all legal and equitable remedies which may be available, including a suit for specific performance. In any proceeding instituted with respect to the provisions of this Agreement, the prevailing party shall be entitled to reimbursement of its reasonable fees, including attorneys fees, in connection with such action from the non-prevailing party.

3.13 Ratification of Development Agreement. Except as specifically modified herein or in the Easement Agreement to be executed by the parties, the Development Agreement remains in full force and effect and the parties hereto hereby covenant and agree to perform, comply with and abide by each of the terms of the Development Agreement. Any work to be performed by Tilden hereunder on the 3901 Property, including, but not limited to, the items set forth in Sections 3.2, 3.3 and 3.4 (collectively the "Additional Work") shall be deemed included in the term "Work" as set forth in the Development Agreement and shall be subject to the provisions governing "Work" as set forth in the Development Agreement. Additionally, the provisions of Section 2.8, 2.9 and 2.10 of the Development Agreement are incorporated herein with respect to such Additional Work.

3.14 Completion of Improvements. Tilden agrees to use its best efforts to undertake commencement of construction and completion of the improvements, and upon request, to provide the Venture with information regarding the current status of its efforts with respect thereto.

3.15 Termination of Agreement. Notwithstanding anything herein to the contrary, in the event Tilden is unable to obtain final approval from the District of Columbia for a permanent curb cut either on Connecticut Ave., N.W., or Tilden Ave., N.W. (the "Curb Cut Approval") prior to February 15, 2001 permitting construction of a driveway leading to the improvements (which Curb Cut is (a) sufficient to enable Tilden to obtain building permits required to construct the improvements, and (b) if the Curb Cut is only obtainable on Tilden Street, N.W., is at least 20' wide, and includes the right to a median cut in the middle of Tilden Street), Tilden may elect to terminate the Easement Agreement as provided therein. In such an event, the terms of this Agreement shall likewise become null and void provided that the provisions of Paragraphs 3.3 and 3.6 shall remain effective (as well as any related provisions, such as indemnity provisions); provided, however, that upon termination the Venture shall pay to Tilden the amount of \$50,000.00 representing an agreed upon payment for the relinquishment of Tilden's rights under the

01279000433

Apartment Lease as set forth in Paragraph 3.6 above, which payment shall be made within forty-five (45) days of the termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

TILDEN GARDENS LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

WK INVESTORS, L.L.C.

By: *[Signature]*
Name: Laurent Hoffmann
Title: Managing Member

3901 CONNECTICUT AVE. RESIDENTS ASSOCIATION

By: *Tony Terzillo*
Name: Tony Terzillo
Title: Resident

3901 CONNECTICUT, L.L.C.

BY: WK INVESTORS, L.L.C., MANAGING MEMBER

By: *[Signature]*
Name: Laurent Hoffmann
Title: Managing Member

01279000433

Apartment Lease as set forth in Paragraph 3.4 above, which payment shall be made within forty-five (45) days of the termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

TILDEN GARDENS LLC *7c K80 05*
By: *[Signature]*
Name: *Dan R. Sandoz*
Title: *Co-Manager*

By: *[Signature]*
Name: *Lawrence C. Mordant*
Title: *Co-Manager*

WK INVESTORS, I.L.C.

By: *[Signature]*
Name: *Laurel Hoffman*
Title: *Managing Member*

3901 CONNECTICUT AVE. RESIDENTS ASSOCIATION

By: *[Signature]*
Name: *Tony Tuzillo*
Title: *President*

3901 CONNECTICUT, I.L.C.

BY: WK INVESTORS, I.L.C., MANAGING MEMBER

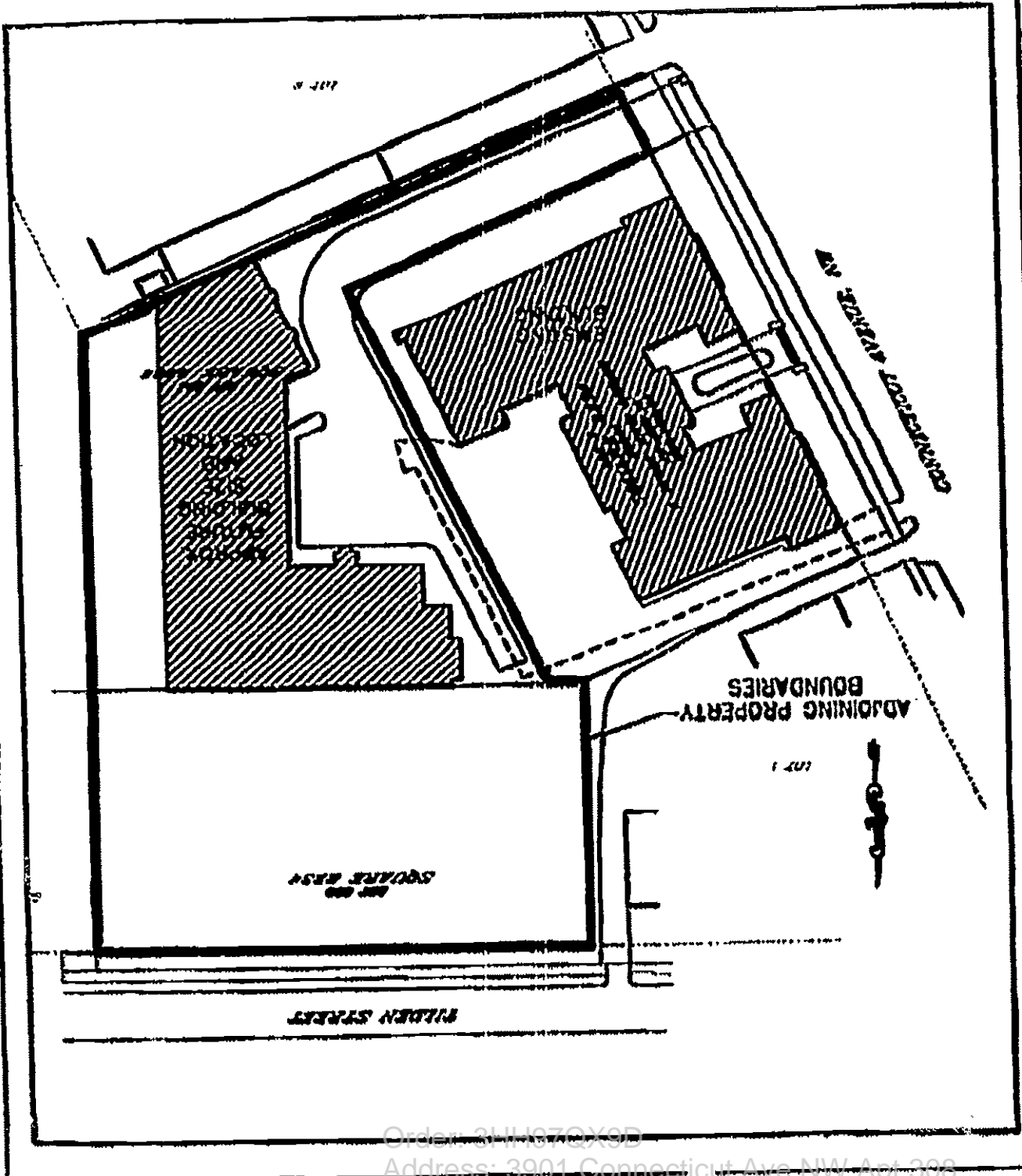
By: *[Signature]*
Name: *Laurel Hoffman*
Title: *Managing Member*

012790 00433

EXHIBITS

Exhibit A	3901 Property
Exhibit B	Adjoining Property
Exhibit C	Proposed Driveway Area
Exhibit D	Additional 18 Parking Spaces
Exhibit E	Easements Agreement
Exhibit F	Interior Parking
Exhibit G	Temporary Parking
Exhibit H	Conceptual Plan
Exhibit I	Parking Lots To Be Repaved
Exhibit J	Tilden Street Curb Cuts and Median Breaks

CLARK REALTY CAPITAL
CONNECTICUT AVENUE
WASHINGTON, D.C.
ADJOINING PROPERTY
EXHIBIT B
NOT TO SCALE



Order: 31107QX9D

Address: 3901 Connecticut Ave NW Apt 308

Order Date: 10-08-2019

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NOT TO SCALE

EXHIBIT C

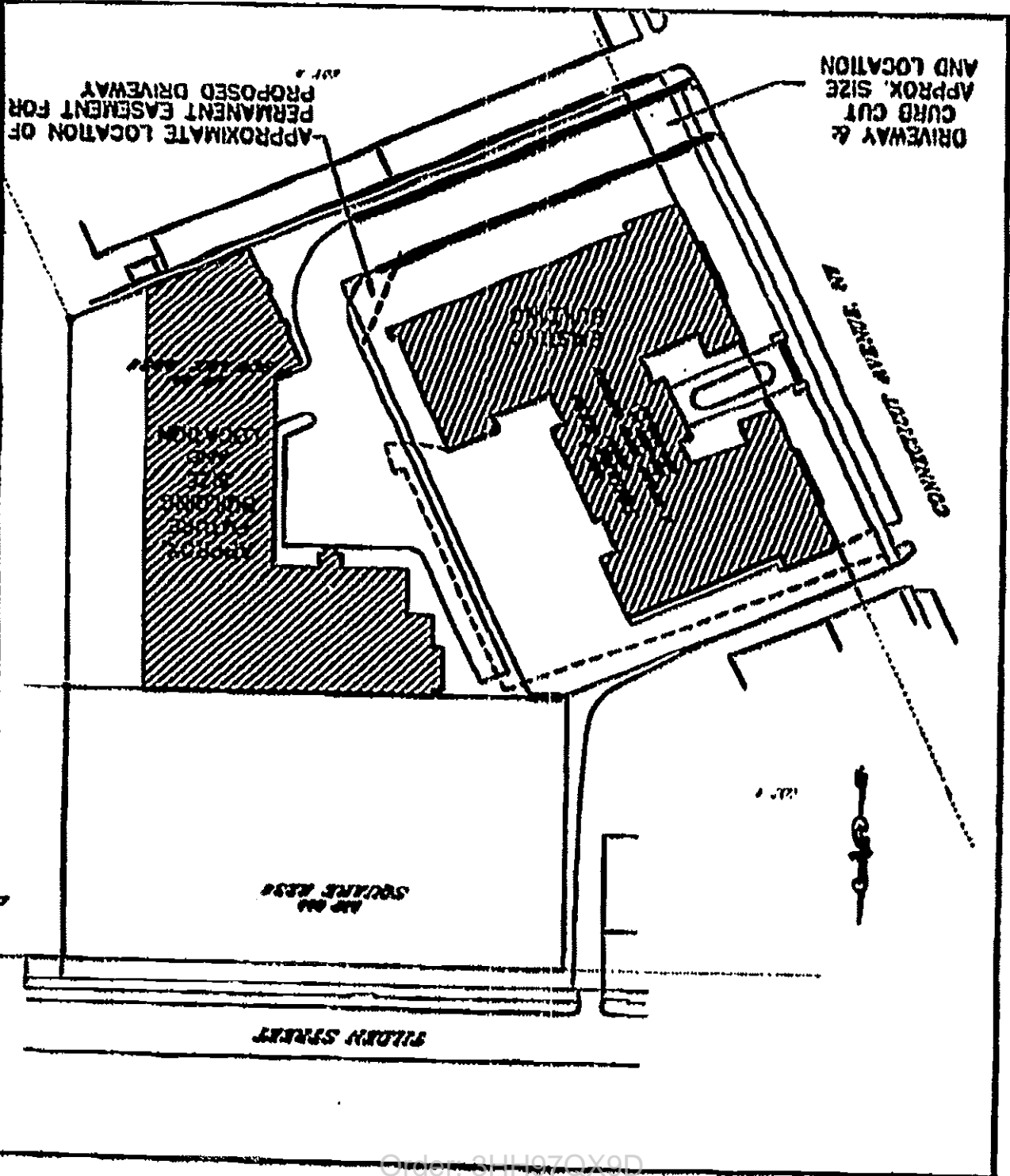
CONNECTICUT AVENUE
WASHINGTON, D.C.

PROPOSED DRIVEWAY

CLARK REALTY CAPITAL

APPROXIMATE LOCATION OF
PERMANENT EASEMENT FOR
PROPOSED DRIVEWAY

DRIVEWAY &
CURB CUT
APPROX. SIZE
AND LOCATION



Order: SHH97QX9D

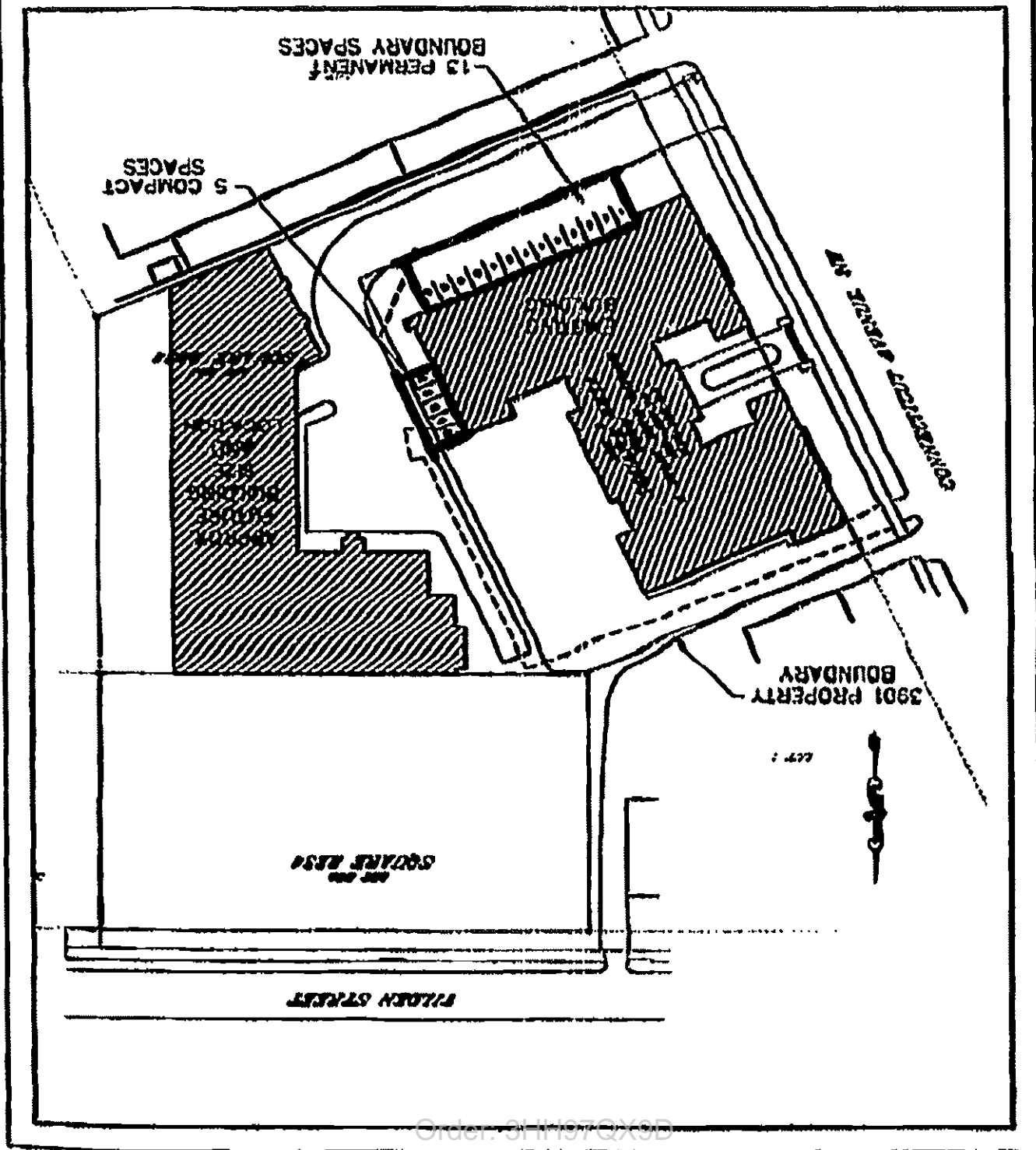
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Order Date: 10-08-2019

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CLARK REALTY CAPITAL
CONNECTICUT AVENUE
 WASHINGTON, D.C.
EXHIBIT D
ADDITIONAL 18 PARKING SPACES
 (NOT TO SCALE)



Order: 311197QX9D

Address: 3901 Connecticut Ave NW Apt 308

Order Date: 10-08-2019

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NOT TO SCALE

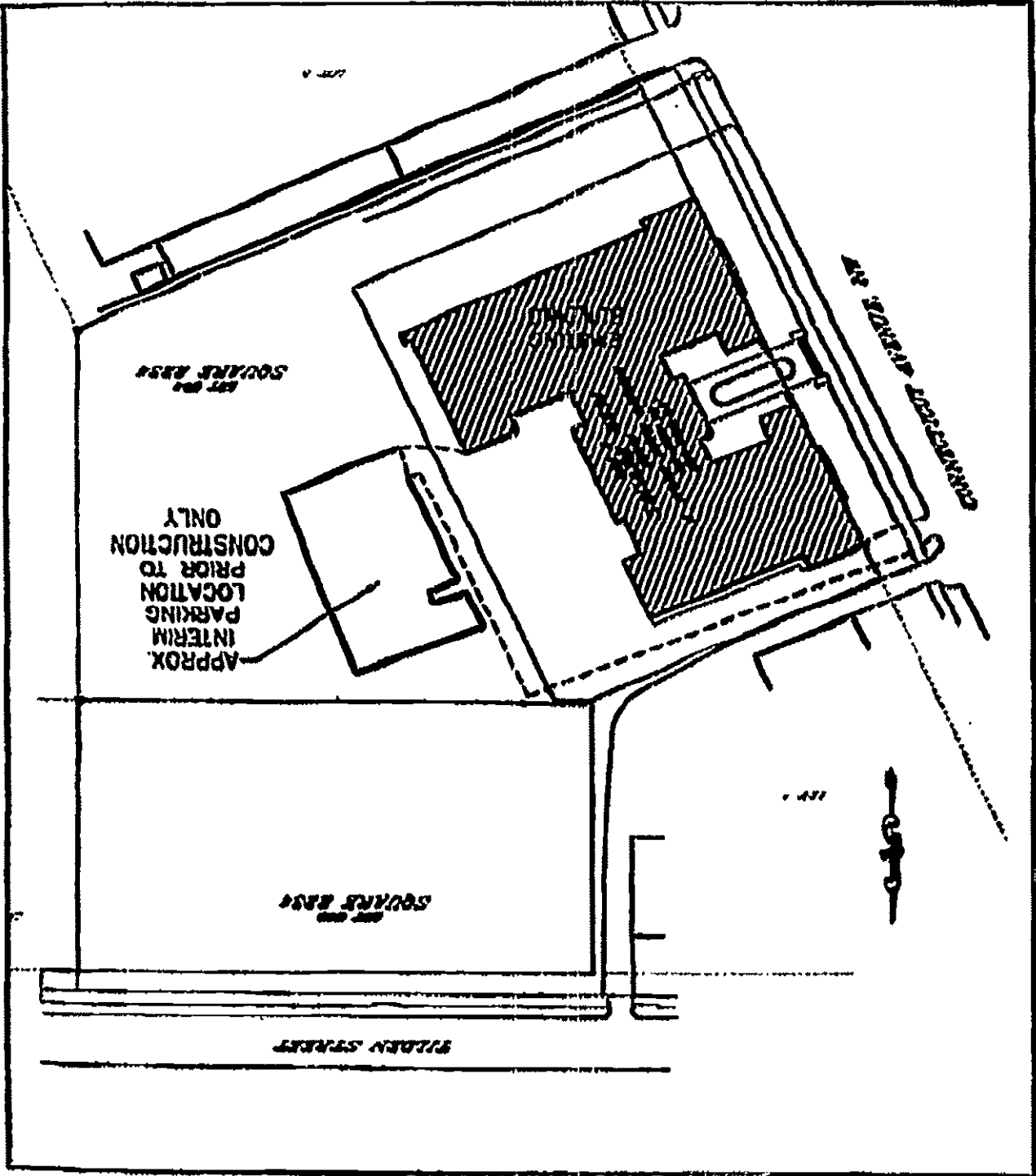
EXHIBIT F

INTERIM PARKING

CLARK REALTY CAPITAL

CONNECTICUT AVENUE

WASHINGTON, D.C.



Order: 3FH9/QX9D

Address: 3901 Connecticut Ave NW Apt 308

Order Date: 10-08-2019

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Page 01

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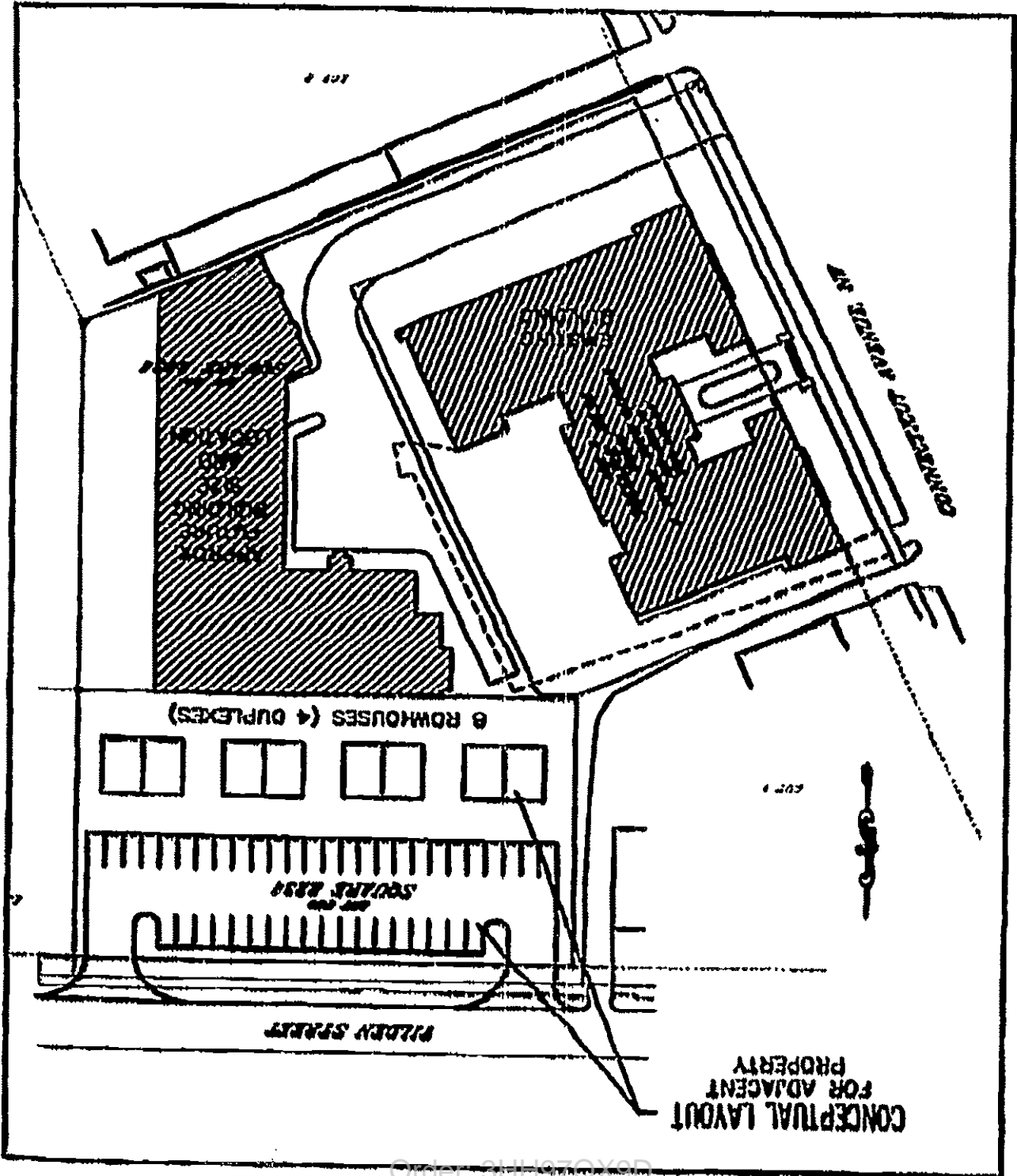
EXHIBIT H

CONNECTICUT AVENUE

CONCEPTUAL PLAN

CLARK REALTY CAPITAL

AVENUE



LETTER'S NEWS

NEW TITLES

8 ROOMHOUSES (+ DUPLEXES)

CONCEPTUAL LAYOUT
FOR ADJACENT
PROPERTY

Order: 3HH97QX9D

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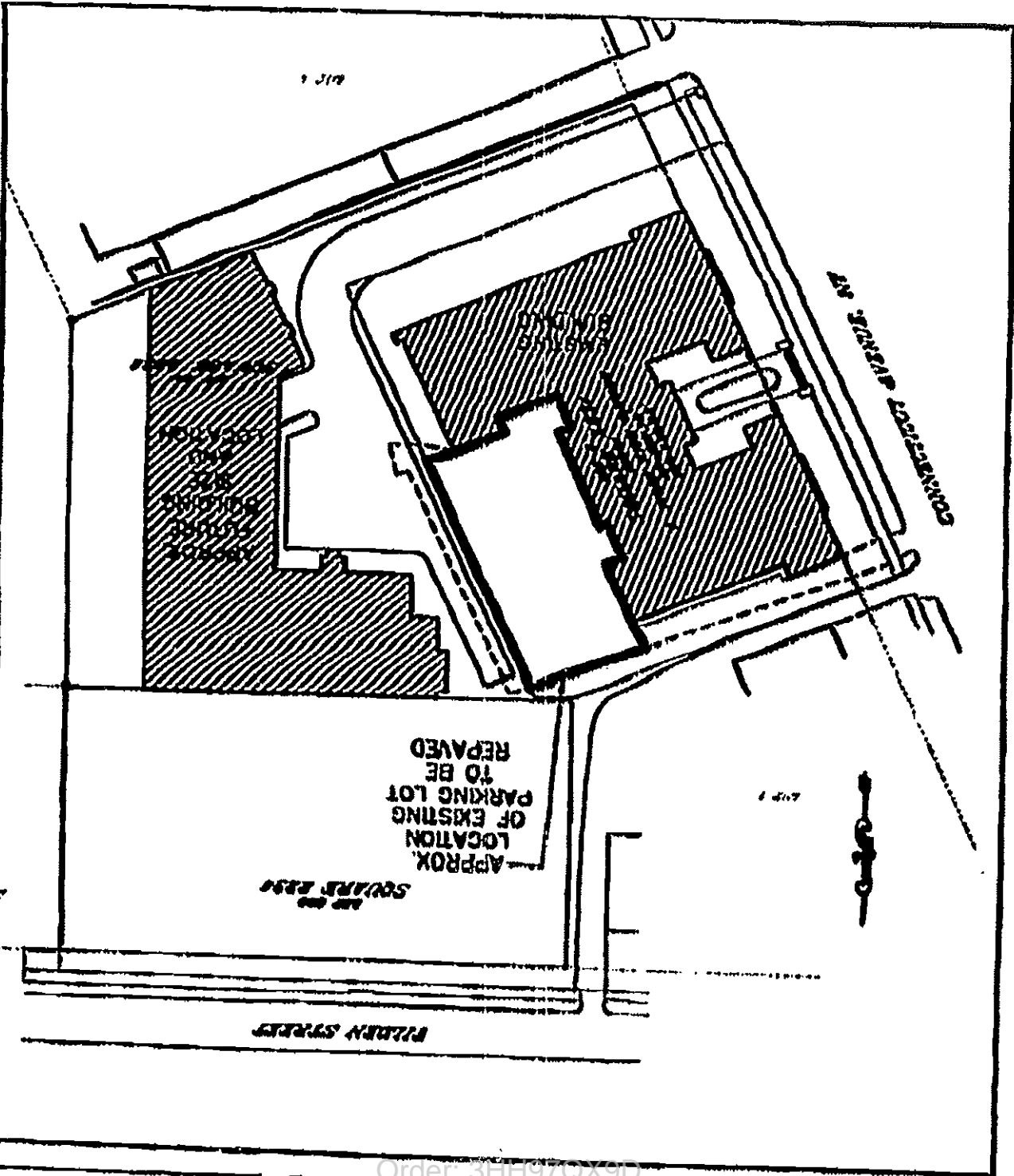
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EXHIBIT I

PARKING LOT TO BE REPAVED

CLARK REALTY CAPITAL
CONNECTICUT AVENUE
WASHINGTON, D.C.



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710

Kathleen Calburn
% Keener Management
1706 R Street, N.W.
Washington, D.C. 20009

RE ORDER OF DEEDS
HENRY M TERRELL
9900091941
1275 MIND \$710.00
1051 Surchs \$5.00
TOTAL \$715.00
CHECK \$715.00
CLERK 11/01/1999 18:02
00 54971

99 NOV - 1 AM 8:59

9900091941

Marquis Ellis
THIS IS TO CERTIFY THAT THIS IS A TRUE COPY

James A. Todd

Recorder of Deeds, D.C.

Order: SHH97QX9D

Address: 3901 Connecticut Ave NW Apt 308

Order Date: 10-08-2019

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Amendments to the Declaration
3901 Connecticut Avenue Condominium

Order: 3HH97QX9D
Address: 3901 Connecticut Ave NW Apt 308
Order Date: 10-08-2019
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CORRECTIVE AMENDMENT TO DECLARATION
OF THE 3901 CONNECTICUT AVENUE CONDOMINIUM

THIS CORRECTIVE AMENDMENT TO DECLARATION OF THE 3901 CONNECTICUT CONDOMINIUM (the "Corrective Amendment") is made as of this 21st day of May, 2004, pursuant to the District of Columbia Condominium Act of 1976 Technical and Clarifying Amendment Act of 1992 (the "Act") by 3901 CONNECTICUT L.L.C. ("Declarant").

Whereas Declarant submitted the property described on Exhibit A to a condominium regime in accordance with the Act by the recording of a Declaration of Condominium (the "Declaration") on November 1, 1999 as Instrument No: 9900091940 in the land records of the District of Columbia along with the Bylaws relating thereto, and the Plats and Plans of Condominium Subdivision which were recorded in the Office of the Surveyor for the District of Columbia at Condominium Book 44 at Page 4;

Whereas, Exhibit B of the Declaration, when submitted, provided for an allocation of par value and percentage interest for each unit of the 3901 Connecticut Avenue Condominium (the "Condominium"), the sum of which was intended to equal either 1 for the par values and 100% for the percentage interests;

Whereas, Exhibit B to the Declaration, as recorded, omitted certain units and the par values and percentage interests did not total 1 and 100%, and Declarant is now required to amend Exhibit B of the Declaration to provide for the correct allocation of par values and percentage interests, and to include the missing units;

Now, Therefore, the Declarant hereby adopts this Corrective Amendment, which shall be recorded in the land records of the District of Columbia;

1. The foregoing recital is incorporated herein as if fully set forth in the body of this Corrective Amendment. All capitalized terms used herein shall have the meaning set forth in the Declaration, unless expressly stated otherwise in this Corrective Amendment.

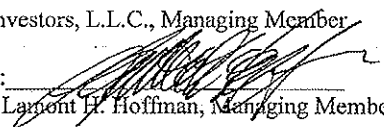
2. Exhibit B of the Declaration is hereby deleted in its entirety and is replaced with Exhibit B attached hereto, and incorporated herein by this reference.

3. Except as expressly amended by the terms of this Corrective Amendment, all the terms and provisions of the Declaration shall remain in full force and effect, and shall not be deemed modified, altered, or otherwise effected by this Corrective Amendment.

In Witness Whereof, on this 21st day of May 2004, Declarant has caused this Instrument to be signed by its Managing Member, WK Investors, L.L.C.


3901 Connecticut L.L.C.

By: WK Investors, L.L.C., Managing Member

By: 
Lamont H. Hoffinan, Managing Member

District of Columbia
ss:

This instrument was acknowledged before me on this 21st day of May, 2004,
by Lamont H. Hoffinan, in his capacity as Managing Member of WK Investors, L.L.C., in its capacity as
Managing Member of 3901 Connecticut L.L.C.


Notary Public

Irma Thakkar
Notary Public
District of Columbia
My Commission Exp. 04/30/09

Return to:
Leibner & Pothier PC
4725 Wisconsin Ave NW #280
Washington, DC 20016

EXHIBIT A TO CORRECTIVE AMENDMENT

Legal Description

Part of Lot numbered 2 in Square numbered 2234 in a subdivision made by The Newlands Company as per plat recorded in Liber 87 at folio 36 in the Office of the Surveyor for the District of Columbia.

EXHIBIT 'B' TO CORRECTIVE AMENDMENT

3901 Connecticut Avenue Condominium

EXHIBIT 'B' TO DECLARATION

<u>Residential Unit Number</u>	<u>Par Value</u>	<u>Percent Interest</u>
101	.0175	1.75%
102	.0126	1.26%
103	.0156	1.56%
104	.0160	1.60%
105	.0204	2.04%
106	.0082	0.82%
107	.0149	1.49%
108	.0198	1.98%
109	.0125	1.25%
110	.0169	1.69%
112	.0092	0.92%
114	.0085	0.85%
200	.0128	1.28%
201	.0175	1.75%
202	.0128	1.28%
203	.0156	1.56%
204	.0160	1.60%
205	.0204	2.04%
206	.0082	0.82%
207	.0149	1.49%
208	.0198	1.98%
209	.0125	1.25%
210	.0169	1.69%
211	.0079	0.79%
212	.0092	0.92%
214	.0085	0.85%
300	.0128	1.28%
301	.0175	1.75%
302	.0128	1.28%
303	.0156	1.56%
304	.0160	1.60%

Order: 3HH97QX9D
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<u>Residential Unit Number</u>	<u>Par Value</u>	<u>Percent Interest</u>
305	.0204	2.04%
306	.0082	0.82%
307	.0149	1.49%
308	.0198	1.98%
309	.0125	1.25%
310	.0169	1.69%
311	.0079	0.79%
312	.0092	0.92%
314	.0085	0.85%
400	.0128	1.28%
401	.0175	1.75%
402	.0219	2.19%
403	.0156	1.56%
404	.0160	1.60%
405	.0204	2.04%
406	.0082	0.82%
407	.0149	1.49%
408	.0198	1.98%
409	.0128	1.28%
410	.0169	1.69%
411	.0079	0.79%
414	.0085	0.85%
500	.0128	1.28%
501	.0175	1.75%
502	.0222	2.22%
503	.0156	1.56%
504	.0160	1.60%
505	.0204	2.04%
506	.0082	0.82%
507	.0149	1.49%
508	.0198	1.98%
509	.0125	1.25%
510	.0169	1.69%
511	.0079	0.79%
514	.0085	0.85%

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<u>Parking Space</u>	<u>Par Value</u>	<u>Percent Interest</u>
P-1	.0010	0.10%
P-2	.0010	0.10%
P-3	.0010	0.10%
P-4	.0010	0.10%
P-5	.0010	0.10%
P-6	.0010	0.10%
P-7	.0010	0.10%
P-8	.0010	0.10%
P-9	.0010	0.10%
P-10	.0010	0.10%
P-11	.0010	0.10%
P-12	.0090	0.09%
P-13	.0090	0.09%
P-14	.0090	0.09%
P-15	.0090	0.09%
P-16	.0090	0.09%
P-17	.0090	0.09%
P-18	.0090	0.09%
P-19	.0090	0.09%
P-20	.0090	0.09%
P-21	.0090	0.09%
P-22	.0090	0.09%
P-23	.0090	0.09%
P-24	.0090	0.09%
P-25	.0080	0.08%
P-26	.0080	0.08%
P-27	.0080	0.08%
P-28	.0080	0.08%
P-29	.0080	0.08%
P-30	.0080	0.08%
P-31	.0080	0.08%
P-32	.0080	0.08%
P-33	.0080	0.08%
P-34	.0080	0.08%
P-35	.0080	0.08%

Order: 3HH97QX9D
 Address: 3901 Connecticut Ave NW Apt 308
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<u>Parking Space</u>	<u>Par Value</u>	<u>Percent Interest</u>
P-36	.0080	0.08%
P-37	.0080	0.08%
P-38	.0080	0.08%
P-39	.0080	0.08%
P-40	.0080	0.08%
P-41	.0080	0.08%
P-42	.0080	0.08%
P-43	.0080	0.08%
P-44	.0080	0.08%
P-45	.0080	0.08%
P-46	.0080	0.08%
P-47	.0080	0.08%
P-48	.0080	0.08%
P-49	.0080	0.08%
P-50	.0080	0.08%
P-51	.0080	0.08%
P-52	.0080	0.08%
P-53	.0080	0.08%
P-54	.0080	0.08%
P-55	.0080	0.08%
P-56	.0080	0.08%
P-57	.0080	0.08%
P-58	.0080	0.08%
P-59	.0080	0.08%
P-60	.0080	0.08%
P-61	.0080	0.08%
P-62	.0080	0.08%
P-63	.0080	0.08%
P-64	.0080	0.08%
P-65	.0080	0.08%
	<u>1</u>	<u>100%</u>

Order: 3HH97QX9D
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Book:
Pages: —
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LARRY TODD
RECORDER OF DEEDS
WASHINGTON D.C. RECORDER OF DEEDS
RECORDING \$ 55.00
SURCHARGE \$ 6.50

Order: 3HH97QX9D
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Order Date: 10-08-2019
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Marquis Ellis

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY

Frank Todd

Order: 3HH57QX9D Recorder of Deeds, D.C.

Address: 3901 Connecticut Ave NW Apt 308

Order Date: 10-08-2019

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SECOND CORRECTIVE AMENDMENT TO DECLARATION OF
3901 CONNECTICUT AVENUE CONDOMINIUM.

THIS SECOND CORRECTIVE AMENDMENT (the "Second Amendment") TO DECLARATION OF THE 3901 CONNECTICUT AVENUE CONDOMINIUM (the "Condominium") is made as of this 29 day of March, 2006, pursuant to the District of Columbia Condominium Act of 1976 Technical and Clarifying Amendment Act of 1992, as amended (the "Act") by 3901 CONNECTICUT L.L.C. ("Declarant") and 3901 Connecticut Avenue Condominium Unit Owner's Association ("Association").

WHEREAS, Declarant initially created the Condominium by filing the Condominium Declaration in the Office of the Recorder of Deeds of the District of Columbia as Instrument Number 9900091941 on November 1, 1999 (the "Declaration"), which Declaration was amended by Corrective Amendment to Declaration of The 3901 Connecticut Avenue Condominium dated May 21, 2004 and recorded on May 21, 2004 as Instrument No: 2004071752 (the "Corrective Amendment"); and the Bylaws related thereto recorded in the Office of the Recorder of Deeds of the District of Columbia as Instrument Number 9900091941 on November 1, 1999; and the Plats and Plans of subdivision (the "Original Plans") which were recorded in the Office of the Surveyor for the District of Columbia in Plat Book 44 at Page 4; and the Corrective Amendment to Plats and Plans (the "Corrective Plans") recorded in the Office of the Surveyor for the District of Columbia in Plat Book 54 at Page 13, which Corrective Plans were recorded in conjunction with the filing of this Second Amendment;

WHEREAS, the purpose of the Corrective Plans and this Second Amendment is to correct an error in the description, location and number of the Parking Units depicted on Page 2 of the Original Plans, and to reflect the actual location and number of Parking Units at the Condominium (such amount being reduced from 65 Parking Units to 53 Parking Units); and to correctly allocate the percentage interests of the Residential Units and Parking Units at the Condominium resulting from the reduction in the number of Parking Units;

WHEREAS, Declarant is and always has been the owner of all the Residential Units and Parking Units affected by this Second Amendment and the Corrective Plans, in that the Parking Units being eliminated are all owned by the Declarant, and the reallocation of percentage interests and par values set forth in this Second Amendment affect only Residential Units and Parking Units owned by the Declarant;

Now, Therefore, the parties hereby adopt this Second Amendment, which shall be recorded in the land records of the District of Columbia;

1. The foregoing recitals are incorporated herein as if fully set forth in the body of this Amendment.
2. Paragraph 4 of the Declaration is hereby deleted and replaced with the following:
 4. Building. The location and dimensions of the Building on the Land are shown on the Condominium Plat. The Building contains sixty-six (66) Residential Units. The Condominium also includes fifty-three (53) Parking Units.

Order: 3HH97QX9D

Address: 3901 Connecticut Ave NW Apt 308

Order Date: 10-08-2019

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3. Exhibit B to the Declaration, as amended by the Corrective Amendment, is hereby deleted in its entirety, and replaced with the Exhibit B attached hereto.

4. Except as expressly amended by the terms of this Amendment, all the terms and provisions of the Declaration shall remain in full force and effect, and shall not be deemed modified, altered, or otherwise affected by this Amendment.

In Witness Whereof, on this 24 day of March, 2008, the Association has caused this document to be executed by its duly authorized officers, and the Declarant has caused this document to be executed by its Managing Member, Gary Squire.

3901 Connecticut Avenue Condominium
Unit Owner's Association

By: _____

Attest:

By: _____


3901 Connecticut L.L.C.

By: _____

Gary Squire, Managing Member

District of Columbia ss:


Subscribed and sworn to before me this 29 day of March, 2006 by
Amy Sganer, as Managing Member of 3901 Connecticut L.L.C.


Notary Public

Irma Thakkar
Notary Public
District of Columbia
My Commission Exp. 04/30/09

District of Columbia ss:

Subscribed and sworn to before me this 30 day of March, 2006 by
Russell Lee, as President of The 3901 Connecticut Avenue Condominium Unit Owner's
Association.


Notary Public

Irma Thakkar
Notary Public
District of Columbia
My Commission Exp. 04/30/09

After Recording Return To
Leibner & Potkin, P.C.
4725 Wisconsin Avenue, N.W.
Suite 250
Washington, DC 20016

Exhibit A

Legal Description

Lot 2 in Square 2234 in the subdivision made by The Newlands Company as per plat recorded in Liber 87 at Folio 36 in the Office of the Surveyor for the District of Columbia.

EXHIBIT 'B' TO SECOND CORRECTIVE AMENDMENT

EXHIBIT 'B' TO DECLARATION

3901 Connecticut Avenue Condominium

<u>Residential Unit Number</u>	<u>Par Value</u>	<u>Percentage Interest</u>
101	.0175	1.75%
102	.0126	1.26%
103	.0156	1.56%
104	.0160	1.60%
105	.0208	2.08%
106	.0082	0.82%
107	.0149	1.49%
108	.0205	2.05%
109	.0130	1.30%
110	.0169	1.69%
112	.0092	0.92%
114	.0085	0.85%
200	.0128	1.28%
201	.0175	1.75%
202	.0128	1.28%
203	.0156	1.56%
204	.0160	1.60%
205	.0204	2.04%
206	.0082	0.82%
207	.0149	1.49%
208	.0205	2.05%
209	.0125	1.25%
210	.0169	1.69%
211	.0079	0.79%
212	.0092	0.92%
214	.0085	0.85%
300	.0128	1.28%
301	.0182	1.82%
302	.0128	1.28%
303	.0156	1.56%
304	.0160	1.60%

<u>Residential Unit Number</u>	<u>Par Value</u>	<u>Percentage Interest</u>
305	.0208	2.08%
306	.0082	0.82%
307	.0149	1.49%
308	.0198	1.98%
309	.0125	1.25%
310	.0169	1.69%
311	.0079	0.79%
312	.0092	0.92%
314	.0085	0.85%
400	.0128	1.28%
401	.0175	1.75%
402	.0219	2.19%
403	.0156	1.56%
404	.0160	1.60%
405	.0204	2.04%
406	.0082	0.82%
407	.0149	1.49%
408	.0205	2.05%
409	.0133	1.33%
410	.0169	1.69%
411	.0079	0.79%
414	.0085	0.85%
500	.0133	1.33%
501	.0182	1.82%
502	.0230	2.30%
503	.0156	1.56%
504	.0166	1.66%
505	.0204	2.04%
506	.0085	0.85%
507	.0149	1.49%
508	.0206	2.06%
509	.0130	1.30%
510	.0169	1.69%
511	.0079	0.79%
514	.0085	0.85%

<u>Parking Space</u>	<u>Par Value</u>	<u>Percentage Interest</u>
P-1	.0010	0.10%
P-2	.0010	0.10%
P-3	.0010	0.10%
P-4	.0010	0.10%
P-5	.0010	0.10%
P-6	.0010	0.10%
P-7	.0010	0.10%
P-8	.0010	0.10%
P-9	.0010	0.10%
P-10	.0010	0.10%
P-11	.0010	0.10%
P-12	.0009	0.09%
P-13	.0009	0.09%
P-14	.0009	0.09%
P-15	.0009	0.09%
P-16	.0009	0.09%
P-17	.0009	0.09%
P-18	.0009	0.09%
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P-21	.0009	0.09%
P-22	.0009	0.09%
P-23	.0009	0.09%
P-24	.0009	0.09%
P-25	.0008	0.08%
P-26	.0008	0.08%
P-27	.0008	0.08%
P-28	.0008	0.08%
P-29	.0008	0.08%
P-30	.0008	0.08%
P-31	.0008	0.08%
P-32	.0008	0.08%
P-33	.0008	0.08%
P-34	.0008	0.08%
P-35	.0008	0.08%
P-36	.0008	0.08%
P-37	.0008	0.08%
P-38	.0008	0.08%
P-39	.0008	0.08%
P-40	.0008	0.08%
P-41	.0008	0.08%
P-42	.0008	0.08%
P-43	.0008	0.08%

Order: 3HH97QX9D
Address: 73901 Connecticut Ave NW Apt 308
Order Date: 10-08-2019
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<u>Parking Space</u>	<u>Par Value</u>	<u>Percentage Interest</u>
P-44	.0008	0.08%
P-45	.0008	0.08%
P-46	.0008	0.08%
P-47	.0008	0.08%
P-48	.0008	0.08%
P-49	.0008	0.08%
P-50	.0008	0.08%
P-51	.0008	0.08%
P-52	.0008	0.08%
P-53	.0008	0.08%
 TOTAL	 1	 100.00%

Note: Lots 2120-2131 (being units Parking Units P-54 – P-65 have been deleted, The percentage interests and par values of Units 105, 108, 109, 208, 301, 305, 408, 409, 500 501, 502, 504, 506, 508, and 509 have been amended.

Doc# 2006042194
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03/31/2006 12:39PM
LARRY TODD
RECORDER OF DEEDS
WASH DC RECORDER OF DEEDS
RECORDING \$ 55.00
SURCHARGE \$ 6.50
Total: \$ 61.50

After Recording Return to:

Ane Polkin, Esq.
Cipner & Polkin, P.C.
1775 Wisconsin Ave NW
Ste 250
Washington, D.C. 20006

Order: 3HH97QX9D
Address: 3901 Connecticut Ave NW Apt 308
Order Date: 10-08-2019
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Marquis Ellis

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY

Frank Todd

Recorder of Deeds, D.C.

Order: 3HH97QX9D

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Declaration-CC&Rs
3901 Connecticut Avenue Condominium

Order: 3HH97QX9D
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THE 3901 CONNECTICUT AVENUE CONDOMINIUM CONDOMINIUM DECLARATION

THIS DECLARATION is made this 29th day of October, 1999 pursuant to the District of Columbia Condominium Act of 1976 Technical and Clarifying Amendment Act of 1992 (D.C. Law 9-82) by 3901 Connecticut L.L.C. ("Declarant").

1. Submission of Property. The Declarant hereby submits the Land located on Lot 2 in Square 2234 commonly known as 3901 Connecticut Avenue, N.W., Washington, D.C. and more particularly described in Exhibit A to this Declaration, together with the building and improvements thereon, and owned by the Declarant in fee simple absolute (hereinafter called the "Property"), to the provisions of the District of Columbia Condominium Act of 1976 Technical and Clarifying Amendment Act of 1992, to create a plan of condominium ownership of the Property. The Property is shown on the Condominium Plat and Plans recorded in the Office of the Surveyor of the District of Columbia in Condominium Book 44 at page 4.
2. Name and Address of Condominium. The name of the Condominium is: THE 3901 CONNECTICUT AVENUE CONDOMINIUM. The address of the Condominium is: 3901 Connecticut Avenue, N.W., Washington, D.C.
3. Definitions. The following terms used in this Declaration and in the other documents constituting the Condominium Instruments are intended to be consonant with the meanings ascribed to them by the Condominium Amendment Act and are defined as follows:

"Association" or "Unit Owners Association" means all of the Unit Owners acting as a group in accordance with the Bylaws.

"Board of Directors" means the executive organ established by the Bylaws to act for the Association in governing the Condominium.

"Building" means the building designed for residential use, as shown on the Condominium Plat, and containing Units which comprise part of the Condominium.

"Bylaws" means the set of bylaws recorded concurrently with this Declaration, providing for the self-government of the Condominium by the Association in accordance with the Condominium Amendment Act, and

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such amendments thereto as may be recorded from time to time pursuant to the provisions of the Condominium Amendment Act.

"Common Elements" means all portions of the Property other than the Units, as more fully set forth in Section 7.

"Common Expenses" means all lawful expenditures made or incurred by or on behalf of the Association, together with all lawful assessments for the creation and maintenance of reserves made pursuant to the provisions of the Condominium Instruments.

"Condominium" means the Property and any incident thereto or interest therein which is more particularly described in Section 1 and which is being submitted to the provisions of the Condominium Amendment Act by the recording of this Declaration and the other Condominium Instruments.

"Condominium Amendment Act", "Condominium Act" or "Act" means The Condominium Act of 1976 Technical and Clarifying Amendment Act of 1992, as amended from time to time.

"Condominium Instruments" means this Declaration, the Bylaws, the Condominium Plat and the Condominium Plans, and any and all exhibits, schedules or certificates thereto, and all amendments thereto which are recorded pursuant to the provisions of the Condominium Amendment Act.

"Condominium Plat" means one or more plats of survey of the Condominium, and any amendments thereof, made and recorded in accordance with Section 214(a) of the Condominium Amendment Act.

"Condominium Plans" means the plans of the Building showing each Unit, and any amendments thereof, made and recorded in accordance with Section 214(b) of the Condominium Amendment Act.

"Condominium Unit" means a Unit together with the Percentage Interest in the Common Elements appertaining to that Unit.

"Declaration" means this instrument and such amendments hereof as may be recorded from time to time.

"First Mortgage" means the holder of any first mortgage or the beneficiary under any first deed of trust encumbering a Unit. The term "mortgage" is deemed to include the term "deed of trust."

"General Common Elements" means all Common Elements other than the Limited Common Elements.

"Identifying Number" means one or more letters or numbers, or both, that identifies only one Unit in the Condominium.

"Land" means the real property described in Exhibit A to this Declaration, exclusive of the Building, and all easements and rights appurtenant thereto.

"Limited Common Elements" means a portion of the Common Elements reserved for the exclusive use of one or more, but less than all, of the Units.

"Parking Unit" means a portion of the Condominium for permitted vehicular parking use designated and intended for individual ownership and which is separately identified by an Identifying Number and separately shown on the Condominium Plats and Plans.

"Par Value" means the number of points assigned to each Unit by this Declaration, as set forth in Exhibit B to this Declaration.

"Percentage Interest" means the undivided interest (stated as a percentage) of each Unit in the Common Elements, as set forth in Exhibit B to this Declaration.

"Person" means a natural person, corporation, partnership, association, trust or other entity capable of holding title to real property, or any combination of any of the foregoing.

"Record" or any form of the verb "to record" means recordation in substantial accordance with the provisions of those laws codified in Title 45 of the District of Columbia Code or in substantial accordance with the requirements of the Office of the Surveyor of the District of Columbia.

"Residential Unit" means a Condominium Unit which may be used only as a private residence.

"Rules and Regulations" means those rules and regulations adopted from time to time by the Association that are deemed necessary for the enjoyment of the Condominium, provided they are not in conflict with the Condominium Amendment Act or the Condominium Instruments.

"Unit" means a portion of the Condominium designed and intended for individual ownership as described in Section 5 of this Declaration and consists of any one of those portions of the Condominium which is separately identified by an Identifying Number and separately shown on the Condominium Plans.

"Unit Owner" means one or more persons who own a Condominium Unit in fee simple, including, in a proper case, the Association.

4. **Building.** The location and dimensions of the Building on the Land are shown on the Condominium Plat. The Building contains sixty-six (66) Residential Units. The Condominium also includes sixty (60) Parking Units.
5. **Description and Dimensions of Units.**
 - 5.1 **Identifying Number, Par Value and Percentage Interest.** The Identifying Number, Par Value and Percentage Interest of each Unit are set forth in Exhibit B to this Declaration.
 - 5.2 **Dimensions of Residential Units.** Each Residential Unit consists of the volumes or cubicles of space which are enclosed by the lower, upper and lateral or perimetrical boundaries described as follows:

Lateral or Perimetrical Boundaries of Residential Units: The dimensions of the lateral (perimetrical) boundaries, the Identifying Number and the relative location of each Residential Unit are shown on the Condominium Plans. The lateral or perimetrical boundaries of a Residential Unit are vertical planes which coincide with the surfaces of the perimeter walls, (i.e. metal studs or wood studs behind the wall board and masonry behind the plaster) and the walls dividing the Residential Units from each other, and the walls dividing the Residential Units from the Common Elements, extending to intersect the upper and lower boundaries of the Residential Units.

Upper and Lower Boundaries of Residential Units: The upper and lower boundaries of the Residential Units shall be the following boundaries extended to an intersection with the vertical (perimetric) boundaries.

(1) **Upper Boundary:** The horizontal plane of the bottom surface of the floor or roof joists (as the case may be), or other systems used to fasten ceiling materials to the same.

(2) **Lower Boundary:** The horizontal plane of the top surface of the undecorated or unfinished concrete floor or wood or plywood underlayment floor.

- 5.3 **Items Included in each Residential Unit.** Each Residential Unit contains: (i) all non-structural interior partition walls located within the boundaries of the unit, excepting such part as may comprise part of the common elements; (ii) the decorated surfaces of all boundary walls, ceilings and floors, including wallpaper, painting, interior brick surface, wallboard, plaster, ceramic tile and hardwood flooring and all other finishing materials; (iii) all immediately visible fixtures, appliances, and cabinets, and the windows; (iv) all mechanical and electrical systems and equipment, heating and air conditioning systems serving the unit, commencing at the point of disconnection from the structural body of the building and from utility lines, and the air handling unit, compressor, cooling coil and thermostat serving that unit, if any (v) water, sewage, waste and vent pipes located within the boundaries of the unit and serving only that unit; (vi) those portions of any chutes, ducts, flues, conduits, wires, bearing walls, bearing columns, or any other apparatus or structure lying partially within and partially outside of the designated boundaries of a unit, but serving only that unit (any portions thereof serving more than one unit or any portion of the common elements is deemed a part of the common elements). Mechanical equipment and appurtenances located outside of any unit, but designed to serve only that unit, such as heating equipment or air conditioning equipment, compressors, condensers, and the like, if any, shall be considered a part of the unit and not a part of the common elements. Each unit shall also have an undivided interest in the common elements.

- 5.4 Items Excluded from each Residential Unit. A unit shall be deemed not to include: pipes (except water and sewage pipes located within the boundaries of a Unit and serving only that Unit), wires, conduits and other public utility lines, ventilation or other ducts, bearing walls and structural portions of the Building running through a Unit which are utilized or serve more than one Unit or a Unit and the Common Elements, and all other property and fixtures of any kind which is not removable without jeopardizing the soundness, safety or usefulness of the remainder of the Condominium.
- 5.5 Dimensions of Parking Units. Parking Units shall consist of the volumes or cubicles of space which are enclosed by the lower, upper and lateral or perimetrical boundaries described as follows:
- A. Upper and Lower Boundaries of Parking Units. The lower boundary of each Parking Unit shall be a horizontal plane, the elevation of which coincides with the unfinished upper surface of the asphalt or concrete slab of the Parking Unit, extended to intersect the lateral or perimetrical boundaries thereof, and the upper boundary shall be an imaginary horizontal plane, the elevation of which is eight (8) feet above the lower boundary.
- B. Lateral or Perimetrical Boundaries of Parking Units. The lateral or perimetrical boundaries of each Parking Unit shall be (i) imaginary vertical planes which coincide with the center line of the stripe or other marking on the asphalt or concrete slab on which the Parking Unit is located denoting and separating the Parking Units as shown on the Condominium Plans, and (ii) imaginary vertical planes intersecting the imaginary vertical planes noted in (i) above and denoting the entrance to, and the width of, each Parking Unit as shown on the Condominium Plans.
6. Common Elements Located Inside of Unit Boundaries. Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Unit Owners of all other Units to use the pipes, ducts, cables, wires, flues, conduits, public utility lines, water heaters and other Common Elements serving such other Units or the Common Elements and located in such Unit. The Board of

Directors and its designees shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Building.

7. Common Elements. The Common Elements consist of all portions of the Property other than the Units. The Common Elements are classified as either General Common Elements or Limited Common Elements.

7.1 General Common Elements. The General Common Elements consist of all Common Elements other than Limited Common Elements, and include, without limitation (i) the Land; (ii) the foundations, roof, slabs, floors, ceilings, perimeter walls, structural interior walls, and, if applicable, heating equipment, equipment and meter room, entry foyer, corridors and common stairs, water meter, electric room, fire escapes, lobby intercom system, fire alarm system, hallways, hallways electrical and lighting systems, antenna, pipes (except water and sewage pipes located within the boundaries of a Unit and serving only that Unit), watermains, wires, conduits, air ducts, lateral serving stacks, utility rooms, public utility lines and meters not owned by the utility suppliers, other service installations regardless of location; maintenance and storage areas; and (iii) trees, shrubbery, steps, exterior lighting and other exterior devices of common use or necessary to the existence, upkeep, use and safety of the Building and other Condominium property.

7.2 Limited Common Elements. The Limited Common Elements are those Common Elements which are reserved for the exclusive use of a specific Unit or Units. The Limited Common Elements, if any, are set forth on the Plats and Plans.

8. Ownership and Use of the Common Elements.

8.1 Allocation of Percentage Interests. Each Unit is allocated a Percentage Interest in the Common Elements equal to the Par Value assigned to that Condominium Unit in Section 9 and set forth in Exhibit B to this Declaration. The Percentage Interest in the Common Elements shall not be separated from the Unit and shall be deemed to be conveyed or encumbered with the Unit even though

such undivided interest is not expressly mentioned or described in the document of conveyance or encumbrance.

- 8.2 Use of Common Elements. The use of the Common Elements shall be limited to the Unit Owners, to their tenants and to their guests, invitees and licensees and shall be governed by the Condominium Instruments and the Rules and Regulations.
- 8.3 No Revocation, Abandonment or Partition. The Common Elements shall remain undivided and shall not be abandoned by act or omission, and no Unit Owner or other person may bring any action for partition or division of the Common Elements unless the condominium regime is terminated pursuant to the procedures set forth in the Condominium amendment act.
- 8.4 Suspension and Limitation of Use. The Association (acting by and through the Board of Directors) may suspend or limit the right of any Unit Owner or other person to use any part of the Common Elements upon failure of such Unit Owner or other person to observe the provisions of the Condominium Instruments and the Rules and Regulations governing the use of the Common Elements.
9. Assignment of Par Value and Allocation of Percentage Interest to Each Unit. Each Condominium Unit is identified in Exhibit B to this Declaration by a separate Identifying Number. Each Unit is assigned the Par Value (points) and is allocated the Percentage Interest set forth opposite the Identifying Number of that Condominium Unit in Exhibit B to this Declaration. The Par Value of each Unit is based on several factors including the approximate square footage and certain other amenities and characteristics associated with that Unit. The Par Value of a Unit shall not be deemed to reflect or control the sales price or fair market value of any Unit, and no opinion, appraisal or fair market transaction shall affect the Par Value of any Unit or any Percentage Interest, liability for Common Expenses or rights to Common Profits assigned or allocated on the basis of Par Value.
10. Easements for Encroachments. To the extent that any Unit or Common Element encroaches on any other Unit or Common Element, whether by reason of any deviation from the Condominium Plat and Condominium Plans in the construction, repair, renovation, restoration or replacement of

any improvement, or by reason of the settling or shifting of any land or improvement, a valid easement shall exist for the encroachment and for the maintenance of the same, so long as the encroaching Unit or Common Elements stand. A valid easement shall not relieve a Unit Owner of liability for his or his agent's negligence or intentional acts in cases of willful and intentional misconduct by him or his agents or employees. In the event any Unit, any adjoining Unit, or any adjoining Common Elements shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then constructed, reconstructed or repaired, encroachment of parts of the Common Elements upon any Unit or of any Unit upon any other Unit or Common Elements resulting from such reconstruction, construction or repair shall be permitted, and valid easements for such encroachment and the maintenance thereof shall exist so long as the encroaching improvements shall stand.

11. Easement of Support. Each Unit and the Common Elements shall have an easement of support from every other Unit and the Common Elements.
12. Easement to Facilitate Sale. The Declarant and the Declarant's authorized agents, representatives and employees shall have an easement to use any Units owned by the Declarant as sales offices, management offices and model Units in the Condominium. and Declarant shall have the right to relocate from time to time such sales offices, management offices and model Units to any other Units owned by the Declarant; but this easement shall cease upon Declarant's ceasing to be a Unit Owner.
13. Use of Units and Compliance with Condominium Instruments. A Unit shall be used only in accordance with applicable zoning law and for no other purpose. All present and future Unit Owners, tenants and occupants of Units and any person who uses any part of the Condominium in any manner, are subject to, and shall comply with, the provisions of the Condominium Instruments and the Rules and Regulations. The acquisition, rental or occupancy of a Unit or the use of any part of the Condominium by any person shall constitute his agreement to be subject to and bound by the provisions of the Condominium Instruments and the Rules and Regulations, and such provisions shall be deemed to be enforceable equitable servitudes and covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated in full in each and every deed of conveyance or lease thereof. Failure to comply with any of such provisions shall be grounds for

legal and equitable relief, maintainable by the Association (or the Board of Directors acting on the Association's behalf) or, in a proper case, by an aggrieved Unit Owner. In any such action at law or in equity which is successfully brought by or on behalf of the Association, the Association shall be entitled to recover all reasonable costs and expenses of any such action, including reasonable attorney's fees.

14. Alterations. A Unit Owner shall not make any structural additions, structural improvements or structural alterations within his Unit or do anything which would change the exterior appearance of his Unit or any other portion of the Condominium except with the express written consent of the Board of Directors.
15. Amendments.
 - 15.1 Amendments by Declarant. The Declarant reserves the right to amend the Condominium Instruments as long as there is no Unit Owner other than the Declarant.
 - 15.2 Amendments by Unit Owners. At such time as there is a Unit Owner other than the Declarant, this Declaration may be amended by agreement of Unit Owners of Units to which two-thirds of the votes in the Association appertain, provided, however, that any such amendment shall have been approved in writing by the First Mortgagees holding mortgages encumbering 75% or more of the Units encumbered. No such amendment shall become effective until it is recorded. At such time as there is a Unit Owner other than the Declarant, no amendment to the Condominium Instruments shall change the Percentage Interest, the liability for Common Expense, the rights to Common Profits or the votes in the Association appertaining to any Unit, except to the extent expressly permitted or expressly required by the Condominium Amendment Act.
 - 15.3 FHLMC, FNMA, VA OR FHA. Notwithstanding anything contained in either the Declaration or the By-Laws, this Declaration and By-Laws may be amended by the affirmative vote of a majority of the Unit Owners Association at any regular or special meeting of the Association without further action by the First Mortgagees where such amendment is necessary in order to comply with the requirement of the Federal National Mortgage Home Association

(hereinafter referred to as "FNMA"), or the Federal Home Loan Mortgage Corporation (hereinafter referred to as "FHLMC") or the Veterans Administration (hereinafter referred to as "VA"), or the Federal Housing Administration (hereinafter referred to as "FHA"), (the Board of Directors being hereby designated as attorney-in-fact for all of the Unit Owners and First Mortgagees to adopt such amendments and to authorize one or more of the officers of the Unit Owners Association to accomplish such amendment); provided, however, that where such amendment in any way abridges the rights of the First Mortgagees as set forth in the By-Laws, the concurrence of all such affected First Mortgagees to such an amendment shall be required.

15.4 Other Amendments Notwithstanding anything herein to the contrary, the Condominium Instruments may also be amended in accordance with the provisions of Section 45-1837 of the Act.

- 16. Relocation of Mutual Boundaries.** The Unit Owners of adjoining Units may relocate the mutual boundaries between such Units in accordance with and subject to the provisions of the Condominium Amendment Act and the Condominium Instruments, as amended from time to time, including, but not limited to, the combining of two (2) units into one (1) unit.
- 17. Consent of First Mortgagees.** Notwithstanding any other provision of this Declaration, the Bylaws or the Rules and Regulations, unless at least 75% of the First Mortgagees (based upon one vote for each mortgage owned) have given their prior written approval the Association shall not be entitled to: (a) by act or omission, seek to abandon or terminate the condominium regime; (b) change the pro rata interest or obligations of any Unit for purposes of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of each Unit's ownership in the Common Elements; (c) partition or subdivide any unit; (d) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium shall not be deemed a transfer within the meaning of this clause); or (e) use hazard insurance proceeds for losses to the Property (whether to Units or Common Elements) for other than the repair, replacement or reconstruction of such improvements.

18. **Priority of First Mortgagees.** No provision of this Declaration, the Bylaws or the Rules and Regulations shall be construed to grant to any Unit Owner, or to any other party, any priority over any rights of First Mortgagees of the Condominium Units pursuant to their first mortgages in the case of the distribution to Unit Owners of the insurance proceeds or condemnation awards for losses to or a taking of Units or the Common Elements, or any portions thereof.
19. **Changes by Declarant.** Nothing contained in this Declaration shall be deemed to impose upon the Declarant or its successors or assigns any obligation of any nature to build, construct or provide any additions to the Condominium hereby created.
20. **Liability for Assessments.** A Unit Owner shall be personally liable for all lawful assessments, or installments thereof, levied against his Condominium Unit which become due while he is the owner of a Unit; and this liability of the Unit Owner is in addition to the Association's statutory lien on the Condominium Unit for such assessments. No Unit Owner may exempt himself or his Unit from such liability with respect to the Common Expenses by waiver of the enjoyment of the right to use any of the Common Elements or by abandonment of his Unit or otherwise.
21. **Rights and Powers of Successors or Assignees.** The rights and powers reserved to or exercisable by the Declarant under the Condominium Instruments or the Condominium Amendment Act may be exercised by any successor or assignee of the Declarant (i) who acquires title from Declarant by foreclosure; or other judicial sale or deed in lieu of foreclosure or (ii) to whom the Declarant specifically assigns such rights and powers.
22. **Captions.** The captions (paragraph headings) are used solely as a matter of convenience and shall not define, limit or expand any term or provision of this Declaration.
23. **Gender; Number.** Whenever the context so permits, the use of the plural shall include the singular, the singular shall include the plural, and any gender shall be deemed to include all genders.
24. **Exhibits.** Exhibits A and B attached to this Declaration are an integral part of this Declaration.

25. **Invalidity and Severability.** It is the intention of the Declarant that the provisions of this Declaration are severable so that if any provision is invalid or void under any applicable Federal or local law or ordinance, decree, order, judgment or otherwise, the remainder shall be unaffected thereby.

In Witness Whereof, on this 29th day of October, 1999, 3901 Connecticut L.L.C. has caused this document to be executed on its behalf by its Managing Member, W.K. Investors, L.L.C., which has caused this document to be executed by its Managing Member, Lamont H. Hoffman.

3901 Connecticut L.L.C.

By: W.K. INVESTORS, L.L.C., Managing Member

By: [Signature]
Lamont H. Hoffman, Managing Member

[Signature]
Notary Public, SS

This instrument was acknowledged before me on this 29th day of October, 1999, by Lamont H. Hoffman, Lamont H. Hoffman, in his capacity as Managing Member of W.K. Investors, L.L.C., Managing Member of 3901 Connecticut L.L.C.

SEAL

My Commission Expires: 11/1/00

[Signature]
Notary Public

012790 00432

EXHIBIT A

**EXHIBIT A TO DECLARATION OF THE
3901 CONNECTICUT AVENUE CONDOMINIUM**

Legal Description

Lot 2 in Square 2234

012790 00432

EXHIBIT B

PAR VALUE AND PERCENTAGE INTEREST OF UNITS

Order: 3HH97QX9D
Address: 3901 Connecticut Ave NW Apt 308
Order Date: 10-08-2019
Document not for resale
HomeWiseDocs

EXHIBIT B**3901 CONNECTICUT AVENUE CONDOMINIUM****PAR VALUE AND PERCENTAGE INTEREST OF UNITS**

<u>UNIT NUMBER</u>	<u>PAR VALUE</u>	<u>PERCENTAGE INTEREST</u>
101	.0175	1.75%
102	.0126	1.26%
103	.0156	1.56%
104	.0160	1.60%
105	.0204	2.04%
106	.0082	.82%
107	.0149	1.49%
108	.0198	1.98%
109	.0125	1.25%
110	.0169	1.69%
112	.0092	.92%
114	.0085	.85%
200	.0128	1.28%
201	.0175	1.75%
202	.0128	1.28%
203	.0156	1.56%
204	.0160	1.60%
205	.0204	2.04%
206	.0082	.82%
207	.0149	1.49%

Order: 3HH97QX9D

Address: 3901 Connecticut Ave NW Apt 308

Order Date: 10-08-2019

Document not for resale

HomeWiseDocs

208	.0198	1.98%
209	.0125	1.25%
210	.0169	1.69%
211	.0079	.79%
212	.0092	.92%
214	.0085	.85%
300	.0128	1.28%
301	.0175	1.75%
302	.0128	1.28%
303	.0156	1.56%
304	.0160	1.60%
305	.0204	2.04%
306	.0082	.82%
307	.0149	1.49%
308	.0198	1.98%
309	.0125	1.25%
310	.0169	1.69%
311	.0079	.79%
312	.0092	.92%
314	.0095	.95%
400	.0128	1.28%
401	.0175	1.75%
402	.0219	2.19%
403	.0156	1.56%
404	.0160	1.60%
405	.0204	2.04%
406	.0082	.82%

501	.0175	1.75%
502	.0219	2.19%
503	.0156	1.56%
504	.0160	1.60%
505	.0204	2.04%
506	.0082	.82%
507	.0149	1.49%
508	.0198	1.98%
509	.0125	1.25%
510	.0169	1.69%
511	.0079	.79%
512	.0085	.85%
P-1	.0010	0.10%
P-2	.0010	0.10%
P-3	.0010	0.10%
P-4	.0010	0.10%
P-5	.0010	0.10%
P-6	.0010	0.10%
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P-50	.0008	0.08%

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P-51	.0008	0.08%
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P-60	.0008	0.08%
P-61	.0008	0.08%
P-62	.0008	0.08%
P-63	.0008	0.08%
P-64	.0008	0.08%
P-65	.0008	0.08%

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Order: 3HH97QX9D
Address: 3901 Connecticut Ave NW Apt 308
Order Date: 10-08-2019
Document not for resale
HomeWiseDocs

012790 00432

EXHIBIT IV-B

BY-LAWS

Order: 3HH97QX9D
Address: 3901 Connecticut Ave NW Apt 308
Order Date: 10-08-2019
Document not for resale
HomeWiseDocs

99 NOV - 1 AM 8:59

9900091940

FOR DEPOSIT ONLY
REORDER OF DEEDS
ENDORSEMENT GUARANTEED
BY D.C. TREASURER
CHECK \$115.00

REORDER OF DEEDS
HENRY M TERRELL
9900091940
1275 MIND \$110.00
1052 Surchn \$5.00
TOTAL \$115.00
CHECK \$115.00
CLERK 03 11 01 1999 10:01
00 54570

Kathleen Calbern
c/o Keener Management
1706 R Street, N.W.
Washington, D.C. 20009

Order: 3HH97QX9D
Address: 3901 Connecticut Ave NW Apt 308
Order Date: 10-08-2019
Document not for resale
HomeWiseDocs

2010-11-01 08:59

0301000

Margus Ellis
THIS IS TO CERTIFY THAT THIS IS A TRUE COPY

Janet Todd

Order: 3H197QX9D Recorder of Deeds, D.C.
Address: 3901 Connecticut Ave NW Apt 308
Order Date: 10-08-2019
Document not for resale
HomeWiseDocs

MAR 24 2010

Financials - Annual Budget
3901 Connecticut Avenue Condominium

Order: 3HH97QX9D
Address: 3901 Connecticut Ave NW Apt 308
Order Date: 10-08-2019
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Budget Summary - Operating

3901 Connecticut Avenue Condominium
2019

Date: 12/26/2018

Time: 2:37 pm

Page: 1

Account	January	February	March	April	May	June	July	August	September	October	November	December	Total
INCOME													
41-4100-00 Assessments	\$43,050.08	\$43,050.08	\$43,050.08	\$43,050.08	\$43,050.08	\$43,050.08	\$43,050.08	\$43,050.08	\$43,050.08	\$43,050.08	\$43,050.08	\$43,050.12	\$516,601.00
42-4260-00 Parking Assessments	1,834.17	1,834.17	1,834.17	1,834.17	1,834.17	1,834.17	1,834.17	1,834.17	1,834.17	1,834.17	1,834.17	1,834.13	22,010.00
43-4320-00 Storage Income	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	1,920.00
43-4340-00 Late Fees	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	600.00
44-4420-00 Laundry Income	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	9,000.00
44-4460-00 Moving Fees	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.37	1,000.00
44-4480-00 Key/Fob Charges	16.67	16.67	16.67	16.67	16.67	16.67	16.67	16.67	16.67	16.67	16.67	16.63	200.00
Total OPERATING INCOME	\$45,944.25	\$45,944.25	\$45,944.25	\$45,944.25	\$45,944.25	\$45,944.25	\$45,944.25	\$45,944.25	\$45,944.25	\$45,944.25	\$45,944.25	\$45,944.25	\$551,331.00
EXPENSES													
Administrative													
6010-00 Management Fees	2,537.50	2,537.50	2,537.50	2,537.50	2,537.50	2,537.50	2,537.50	2,537.50	2,537.50	2,537.50	2,537.50	2,537.50	30,450.00
6020-00 Legal Fees	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	3,000.00
6030-00 Accounting Fees	383.33	383.33	383.33	383.33	383.33	383.33	383.33	383.33	383.33	383.33	383.33	383.37	4,600.00
6070-00 Banking Fees	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.33	8.37	100.00
6080-00 Licenses	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.63	500.00
6100-00 Postage & Mailings	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	900.00
6120-00 Off-Site Files Storage	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.87	250.00
6160-00 Board/Committee Expenses	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.63	500.00
6175-00 Social Committee Expense	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.37	1,000.00
6180-00 Miscellaneous Administrative	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.37	1,000.00
Total Administrative	\$3,524.99	\$3,524.99	\$3,524.99	\$3,524.99	\$3,524.99	\$3,524.99	\$3,524.99	\$3,524.99	\$3,524.99	\$3,524.99	\$3,524.99	\$3,525.11	\$42,300.00
Staffing													
6210-00 Salaries & Wages	4,652.08	4,652.08	4,652.08	4,652.08	4,652.08	4,652.08	4,652.08	4,652.08	4,652.08	4,652.08	4,652.08	4,652.12	55,825.00
6230-00 Bonuses	55.17	55.17	55.17	55.17	55.17	55.17	55.17	55.17	55.17	55.17	55.17	55.13	662.00
6240-00 Payroll Taxes	383.33	383.33	383.33	383.33	383.33	383.33	383.33	383.33	383.33	383.33	383.33	383.37	4,600.00
6250-00 Health Insurance	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	9,000.00
6270-00 Payroll Administrative Fee	466.67	466.67	466.67	466.67	466.67	466.67	466.67	466.67	466.67	466.67	466.67	466.63	5,600.00
Total Staffing	\$6,307.25	\$6,307.25	\$6,307.25	\$6,307.25	\$6,307.25	\$6,307.25	\$6,307.25	\$6,307.25	\$6,307.25	\$6,307.25	\$6,307.25	\$6,307.25	\$75,687.00
Utilities													
6310-00 Electricity	1,125.00	1,125.00	1,125.00	1,125.00	1,125.00	1,125.00	1,125.00	1,125.00	1,125.00	1,125.00	1,125.00	1,125.00	13,500.00
6320-00 Water & Sewer	2,750.00	2,750.00	2,750.00	2,750.00	2,750.00	2,750.00	2,750.00	2,750.00	2,750.00	2,750.00	2,750.00	2,750.00	33,000.00
6330-00 Gas	3,166.67	3,166.67	3,166.67	3,166.67	3,166.67	3,166.67	3,166.67	3,166.67	3,166.67	3,166.67	3,166.67	3,166.63	38,000.00
6350-00 Telephone	458.33	458.33	458.33	458.33	458.33	458.33	458.33	458.33	458.33	458.33	458.33	458.37	5,500.00
6360-00 Mobile Phones	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	600.00



Budget Summary - Operating

3901 Connecticut Avenue Condominium

2019

Date: 12/26/2018

Time: 2:37 pm

Page: 2

Account	January	February	March	April	May	June	July	August	September	October	November	December	Total
6380-00 Internet	\$83.33	\$83.33	\$83.33	\$83.33	\$83.33	\$83.33	\$83.33	\$83.33	\$83.33	\$83.33	\$83.33	\$83.37	\$1,000.00
Total Utilities	\$7,633.33	\$7,633.33	\$7,633.33	\$7,633.33	\$7,633.33	\$7,633.33	\$7,633.33	\$7,633.33	\$7,633.33	\$7,633.33	\$7,633.33	\$7,633.37	\$91,600.00
Maintenance & Repairs													
6410-00 General Building Maintenance	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.63	20,000.00
6420-00 Supplies	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	6,000.00
6430-00 Painting	833.33	833.33	833.33	833.33	833.33	833.33	833.33	833.33	833.33	833.33	833.33	833.37	10,000.00
6440-00 Plumbing	2,166.67	2,166.67	2,166.67	2,166.67	2,166.67	2,166.67	2,166.67	2,166.67	2,166.67	2,166.67	2,166.67	2,166.63	26,000.00
6450-00 Electrical	208.33	208.33	208.33	208.33	208.33	208.33	208.33	208.33	208.33	208.33	208.33	208.37	2,500.00
6470-00 Locks & Keys	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.63	500.00
6500-00 Roof Repairs	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.37	1,000.00
6520-00 Garage/Parking	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.37	1,000.00
6530-00 HVAC Maint. & Repair	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	3,000.00
6535-00 Gym Equipment Maintenance	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.37	1,000.00
6540-00 Elevator Maint. & Repair	166.67	166.67	166.67	166.67	166.67	166.67	166.67	166.67	166.67	166.67	166.67	166.63	2,000.00
6546-00 Emergency Generator	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.37	1,000.00
6550-00 Access Control System	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	3,000.00
6580-00 Grounds Non-Contract	833.33	833.33	833.33	833.33	833.33	833.33	833.33	833.33	833.33	833.33	833.33	833.37	10,000.00
Total Maintenance & Repairs	\$7,249.99	\$7,249.99	\$7,249.99	\$7,249.99	\$7,249.99	\$7,249.99	\$7,249.99	\$7,249.99	\$7,249.99	\$7,249.99	\$7,249.99	\$7,250.11	\$87,000.00
Contracted Services													
6610-00 Trash Removal	754.42	754.42	754.42	754.42	754.42	754.42	754.42	754.42	754.42	754.42	754.42	754.38	9,053.00
6620-00 Bulk Trash Removal	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.63	500.00
6630-00 Fire Control Systems	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	1,500.00
6640-00 Elevator Service Contract	968.83	968.83	968.83	968.83	968.83	968.83	968.83	968.83	968.83	968.83	968.83	968.87	11,626.00
6650-00 Monitoring Contracts	37.00	37.00	37.00	37.00	37.00	37.00	37.00	37.00	37.00	37.00	37.00	37.00	444.00
6660-00 HVAC Service Contract	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	2,100.00
6670-00 Water Treatment	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	3,000.00
6690-00 Generator Service Contract	60.33	60.33	60.33	60.33	60.33	60.33	60.33	60.33	60.33	60.33	60.33	60.37	724.00
6700-00 Janitorial Service	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	2,400.00
6710-00 Window Cleaning	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	2,700.00
6720-00 Landscaping Service Contract	882.67	882.67	882.67	882.67	882.67	882.67	882.67	882.67	882.67	882.67	882.67	882.63	10,592.00
6730-00 Pest Control	380.67	380.67	380.67	380.67	380.67	380.67	380.67	380.67	380.67	380.67	380.67	380.63	4,568.00
6740-00 Snow Removal	416.67	416.67	416.67	416.67	416.67	416.67	416.67	416.67	416.67	416.67	416.67	416.63	5,000.00
6760-00 Security Service Contract	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	2,640.00
6770-00 Garage Door Maint. Contract	131.92	131.92	131.92	131.92	131.92	131.92	131.92	131.92	131.92	131.92	131.92	131.88	1,583.00



Budget Summary - Operating

3901 Connecticut Avenue Condominium
2019

Date: 12/26/2018

Time: 2:37 pm

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Account	January	February	March	April	May	June	July	August	September	October	November	December	Total
Total Contracted Services	\$4,869.18	\$4,869.18	\$4,869.18	\$4,869.18	\$4,869.18	\$4,869.18	\$4,869.18	\$4,869.18	\$4,869.18	\$4,869.18	\$4,869.18	\$4,869.02	\$58,430.00
Taxes and Insurance													
6810-00 Insurance Package	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$42,000.00
6840-00 Taxes - Income	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.63	500.00
Total Taxes and Insurance	\$3,541.67	\$3,541.67	\$3,541.67	\$3,541.67	\$3,541.67	\$3,541.67	\$3,541.67	\$3,541.67	\$3,541.67	\$3,541.67	\$3,541.67	\$3,541.63	\$42,500.00
Reserves													
8010-00 Transfer to Reserves	12,500.00	12,500.00	12,500.00	12,500.00	12,500.00	12,500.00	12,500.00	12,500.00	12,500.00	12,500.00	12,500.00	12,500.00	150,000.00
Total Reserves	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$150,000.00
Total OPERATING EXPENSE	\$45,626.41	\$45,626.41	\$45,626.41	\$45,626.41	\$45,626.41	\$45,626.41	\$45,626.41	\$45,626.41	\$45,626.41	\$45,626.41	\$45,626.41	\$45,626.49	\$547,517.00
Net - Operating Totals	\$317.84	\$317.84	\$317.84	\$317.84	\$317.84	\$317.84	\$317.84	\$317.84	\$317.84	\$317.84	\$317.84	\$317.76	\$3,814.00



Budget Summary - Reserve

3901 Connecticut Avenue Condominium
2019

Date: 12/26/2018

Time: 2:37 pm

Page: 4

Account	January	February	March	April	May	June	July	August	September	October	November	December	Total
EXPENSES													
Total RESERVE EXPENSE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net - Reserve Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Financials - Audited
3901 Connecticut Avenue Condominium

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**3901 CONNECTICUT AVENUE
CONDOMINIUM
UNIT OWNERS ASSOCIATION
FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITORS' REPORT
YEARS ENDED DECEMBER 31, 2016 AND 2015**

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3901 CONNECTICUT AVENUE CONDOMINIUM
UNIT OWNERS ASSOCIATION

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
3901 Connecticut Avenue Condominium UOA

We have audited the accompanying financial statements of 3901 Connecticut Avenue Condominium UOA, which comprise the balance sheets as of December 31, 2016 and 2015, and the related statements of income, association equity, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

(Continued)

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of 3901 Connecticut Avenue Condominium UOA as of December 31, 2016 and 2015, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Disclaimer of Opinion on Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the information on future major repairs and replacements on pages 14 through 17 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Financial Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Roberts & Associates

Washington, DC

February 18, 2017

3901 CONNECTICUT AVENUE CONDOMINIUM
UNIT OWNERS ASSOCIATION
BALANCE SHEETS
DECEMBER 31, 2016 AND 2015

ASSETS

Assets:	<u>2016</u>	<u>2015</u>
Cash - Operating	\$ 150,328	\$ 158,835
Cash - Money Market	<u>489,697</u>	<u>502,943</u>
Total Cash	640,025	661,778
A/R - from Unit Owners	1,131	2,170
Prepaid Expenses	<u>8,142</u>	<u>11,591</u>
TOTAL ASSETS	\$ <u>649,298</u>	\$ <u>675,539</u>

LIABILITIES AND ASSOCIATION EQUITY

Liabilities:

Accounts Payable	\$ 17,714	\$ 16,007
Income Tax Payable	250	412
Prepaid Assessments	<u>4,529</u>	<u>3,764</u>
Total Liabilities	<u>22,493</u>	<u>20,183</u>

Association Equity:

Capital	28,234	28,234
Replacement Reserves	281,518	356,600
Retained Earnings	<u>317,053</u>	<u>270,522</u>
Total Association Equity	<u>626,805</u>	<u>655,356</u>

TOTAL LIABILITIES AND ASSOCIATION EQUITY	\$ <u>649,298</u>	\$ <u>675,539</u>
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See accompanying notes to financial statements.

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3901 CONNECTICUT AVENUE CONDOMINIUM
UNIT OWNERS ASSOCIATION
STATEMENTS OF INCOME
YEARS ENDED DECEMBER 31, 2016 AND 2015

	<u>2016</u>	<u>2015</u>
INCOME		
Assessments	\$ 500,448	\$ 488,702
Parking Fees	23,724	22,296
Storage	1,920	1,920
Interest Income	986	1,097
Late Fees	300	1,599
Laundry Revenue	12,162	7,482
Moving Fee	550	950
Miscellaneous Income	400	1,010
	<hr/>	<hr/>
Total Income	540,490	525,056
	<hr/>	<hr/>
EXPENSES		
Administrative	7,579	8,728
Audit	4,565	4,350
Bank Charges	70	159
Electricity	14,167	13,031
Elevator	12,628	12,032
Employee Benefit	8,425	8,886
Exterminator	2,475	2,178
Fire Extinguisher	708	1,312
Gas	36,045	50,176
Income Tax - Federal	-	62
Income Tax - State	250	250
Insurance	39,148	36,686
Landscaping	13,964	11,479
Legal Fees	2,661	4,214
Licenses & Permits	-	1,229
Maintenance Supplies	5,752	5,822
Management Fees	29,100	28,800
Payroll Taxes	4,421	4,352
Repairs and Maintenance	20,348	15,454
Repair - Plumbing	11,623	7,982

See accompanying notes to financial statements.

3901 CONNECTICUT AVENUE CONDOMINIUM
UNIT OWNERS ASSOCIATION
STATEMENTS OF INCOME
(CONTINUED)
YEARS ENDED DECEMBER 31, 2016 AND 2015

	<u>2016</u>	<u>2015</u>
Security	\$ 3,573	\$ 2,646
Snow Removal	14,098	3,865
Telephone	5,226	5,256
Trash Removal	10,425	10,351
Wages and Bonus	53,737	52,577
Water and Sewer	<u>41,985</u>	<u>35,829</u>
 Total Expenses	 <u>342,973</u>	 <u>327,706</u>
 Net Income (Loss) before Replacement Reserve & Interest Income Allocation	 197,517	 197,350
 Replacement Reserve Allocation	 150,000	 150,000
Replacement Interest Allocation	<u>986</u>	<u>1,097</u>
 Net Income (Loss)	 <u>\$ 46,531</u>	 <u>\$ 46,253</u>

3901 CONNECTICUT AVENUE CONDOMINIUM
UNIT OWNERS ASSOCIATION
STATEMENTS OF ASSOCIATION EQUITY
YEARS ENDED DECEMBER 31, 2016 AND 2015

	<u>Capital</u>	<u>Replacement Reserves</u>	<u>Retained Earnings</u>	<u>Total</u>
Balance at 12/31/2014	\$ 28,234	\$ 468,133	\$ 224,269	\$ 720,636
Replacement Reserve Allocation	-	150,000	-	150,000
Replacement Interest Allocation	-	1,097	-	1,097
Replacement Reserve Expenses	-	(262,630)	-	(262,630)
Net Income (Loss)	<u>-</u>	<u>-</u>	<u>46,253</u>	<u>46,253</u>
Balance at 12/31/2015	\$ 28,234	\$ 356,600	\$ 270,522	\$ 655,356
Replacement Reserve Allocation	-	150,000	-	150,000
Replacement Interest Allocation	-	986	-	986
Replacement Reserve Expenses	-	(226,068)	-	(226,068)
Net Income (Loss)	<u>-</u>	<u>-</u>	<u>46,531</u>	<u>46,531</u>
Balance at 12/31/2016	<u>\$ 28,234</u>	<u>\$ 281,518</u>	<u>\$ 317,053</u>	<u>\$ 626,805</u>

See accompanying notes to financial statements.

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3901 CONNECTICUT AVENUE CONDOMINIUM
UNIT OWNERS ASSOCIATION
STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2016 AND 2015

	<u>2016</u>	<u>2015</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Net Income (Loss)	\$ 46,531	\$ 46,253
Adjustments to reconcile Net Income (Loss) to Cash provided (used) by operating activities:		
Replacement Reserve Allocation	150,000	150,000
Replacement Interest Allocation	986	1,097
Replacement Reserve Expenses	(226,068)	(262,630)
(Increase) Decrease in Assets:		
A/R - from Unit Owners	1,039	(999)
Prepaid Expenses	3,449	(4,173)
Increase (Decrease) in Liabilities:		
Accounts Payable	1,707	(382)
Income Tax Payable	(162)	(14)
Prepaid Assessment Fees	<u>765</u>	<u>(1,628)</u>
Net Increase (Decrease) in Cash	(21,753)	(72,476)
Cash at beginning of year	<u>661,778</u>	<u>734,254</u>
Cash at end of year	\$ <u><u>640,025</u></u>	\$ <u><u>661,778</u></u>

See accompanying notes to financial statements.

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3901 CONNECTICUT AVENUE CONDOMINIUM
UNIT OWNERS ASSOCIATION
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2016 AND 2015

NOTE 1 - NATURE OF ASSOCIATION

3901 Connecticut Avenue Condominium Unit Owners Association (the Association) was organized under the laws of District of Columbia for the purpose of maintaining and preserving the common property. The Association consists of 66 residential units and is located at 3901 Connecticut Avenue, NW, Washington, DC.

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES

A) Method of Accounting

The financial statements are presented on the accrual method of accounting in which revenues are recognized when earned and expenses when incurred, not necessarily when cash is received or paid.

B) Assessments

Association members are subject to monthly assessments to provide funds for the Association's operating expenses, future capital acquisitions, and major repairs and replacements. Assessments receivable at the balance sheet date represent fees due from unit owners. The Association's policy is to retain legal counsel and place liens on the properties of owners whose association fees are delinquent. Any excess association fees at year end are retained by the Association for use in future years.

C) Common Property

Real property and common areas acquired from the developer and related improvements to such property are not recorded in the association's financial statement because those properties are owned by the individual unit owners in common and not by the association. Common property includes, but is not limited to, the exterior structure and mechanical equipment.

D) Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

3901 CONNECTICUT AVENUE CONDOMINIUM
UNIT OWNERS ASSOCIATION
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)
DECEMBER 31, 2016 AND 2015

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E) Cash Equivalents

For financial statement purpose, the Association considers all highly liquid investments that mature within 90 days of their original maturities to be cash equivalents.

NOTE 3 - REPLACEMENT RESERVES

The Association is accumulating funds for future major repairs and replacements. Accumulated funds are generally not available for expenditures for normal operations. The Association is funding the replacement reserves over the remaining useful lives of the components based on the reserve study's estimates of the replacement costs and considering amounts previously accumulated in the replacement reserves. The Association elected to contribute \$150,000 from assessments and \$986 from interest income to reserves for the year ended December 31, 2016.

Funds are being accumulated in the replacement reserve fund based on estimated future costs for repairs and replacement of common property components. Actual expenditures may vary from the estimated amounts, and the variations may be material; therefore, amounts accumulated in the replacement fund may or may not be adequate to meet all future needs for major repairs and replacement. If additional funds are needed, the Board of Directors, on behalf of the Association may increase regular assessments, pass special assessments, or delay major repairs and replacements until funds are available. As of December 31, 2016 and 2015, the Association has designated \$281,518 and \$356,600, respectively, for the replacement funds.

NOTE 4 - INCOME TAXES

For income tax purposes, the Association may elect annually to file as an exempt condominium or as an association taxable as a corporation. As an exempt condominium, the Association's net assessment income would be exempt from income tax, but its interest income would be taxed. As a corporation, the Association is taxed on its net income from all sources (to the extent not capitalized or deferred) at normal corporate rates after corporate exemption; subject to the limitation that operating expenses are deductible only to the extent of income from members. For the years ended December 31, 2016 and 2015, the Association elected to file as an exempt condominium.

3901 CONNECTICUT AVENUE CONDOMINIUM
UNIT OWNERS ASSOCIATION
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)
DECEMBER 31, 2016 AND 2015

NOTE 5 - REPLACEMENT RESERVE EXPENDITURES

As of December 31, 2016, the Association paid a total of \$226,068 for the façade restoration, interior painting, landscaping, lobby renovation, plumbing repairs, roof refurbishment, stair concrete work, and consulting fees related to the drainage repairs.

NOTE 6 - INSURANCE CLAIM REIMBURSEMENT

In 2015, a few units of the building suffered from water damage caused by water leak. The Association submitted a claim and received \$6,541 from the insurance company. The entire reimbursement was offset by the related restoration expenses. The insurance coverage included a \$2,500 deductible.

NOTE 7 - CONCENTRATION RISK

The Association had cash balance of \$390,025 in financial institutions above the Federal Deposit Insurance Cooperation (FDIC) insured limit of \$250,000 as of December 31, 2016. The uninsured amount changes depending on the accounts balances at the financial institutions.

NOTE 8 - SUBSEQUENT EVENTS

Management has evaluated subsequent events through February 18, 2017, the date of the financial statements were available to be issued. No events were noted that required adjustments or disclosures to the financial statements.

SUPPLEMENTARY INFORMATION

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3901 CONNECTICUT AVENUE CONDOMINIUM
UNIT OWNERS ASSOCIATION
REPLACEMENT FUND SCHEDULE
DECEMBER 31, 2016
(UNAUDITED)

The Association had a replacement reserve study conducted by an independent engineer in July 2013 to estimate the remaining useful lives and the replacement costs of the components of common property. The Association utilizes the cash flow method of funding for replacement reserves. Replacement costs were based on the estimated costs to repair or replace the common property components at the date of study. Estimated replacement costs do not take into account the effects of inflation between the date of the study and the date components will require repair or replacement.

The following has been extracted from the Association's replacement reserve schedule and presents significant information about the components of common property.

<u>Item</u>	<u>Normal Life</u>	<u>Estimated Remaining Life</u>	<u>Estimated Replacement Cost</u>
SITE COMPONENT:			
Asphalt pavement, mill & overlay	18	5	\$ 16,983
Asphalt pavement, seal coat	6	11	1,998
Concrete curb (20%)	54	3	2,322
Concrete curb (20%)	54	21	2,322
Concrete curb (20%)	54	39	2,322
Pre-cast concrete leadwalk (6%)	60	none	536
Pre-cast concrete leadwalk (6%)	60	6	536
Pre-cast concrete leadwalk (6%)	60	12	536
Pre-cast concrete leadwalk (6%)	60	18	536
Pre-cast concrete leadwalk (6%)	60	24	536
Pre-cast concrete leadwalk (6%)	60	30	536
Pre-cast concrete leadwalk (6%)	60	36	536
Pre-cast concrete leadwalk (6%)	60	39	536
Pre-cast concrete steps (6%)	6	none	138
Reset segmental retaining wall (10%)	10	20	490
Site light pole (standard)	30	17	3,000
Site light head (decorative)	30	17	1,700
Metal benches	20	10	1,400
Concrete steps @ rear (6%)	60	none	480
Concrete steps @ rear (6%)	60	6	480
Concrete steps @ rear (6%)	60	12	480
Concrete steps @ rear (6%)	60	18	480
Concrete steps @ rear (6%)	60	24	480
Concrete steps @ rear (6%)	60	30	480
Concrete steps @ rear (6%)	60	36	480

Order: 3HH97QX9D

(Continued)

Address: 3901 Connecticut Ave NW Apt 308

Order Date: 10-08-2019

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3901 CONNECTICUT AVENUE CONDOMINIUM
UNIT OWNERS ASSOCIATION
REPLACEMENT FUND SCHEDULE
DECEMBER 31, 2016
(UNAUDITED)
(CONTINUED)

<u>Item</u>	<u>Normal Life</u>	<u>Estimated Remaining Life</u>	<u>Estimated Replacement Cost</u>
SITE COMPONENT (CONTINUED):			
Concrete steps @ rear (6%)	60	39	\$ 480
Metal railing	45	32	1,400
Concrete parking surface, rear (20%)	54	3	5,850
Concrete parking surface, rear (20%)	54	21	5,850
Concrete parking surface, rear (20%)	54	39	5,850
Concrete parking tire bumpers	40	27	2,875
Total			<u>62,628</u>

BUILDING EXTERIOR:

Modified bitumen roof	30	5	519,794
Tapered insulation	30	5	82,695
Roof sheathing replacement (10%)	30	5	28,344
Roof parapet cap, aluminum	20	5	13,692
Ornate standing-seam copper roof	40	27	8,280
Roof, flat @small precipice	20	7	2,500
Masonry, repointing (10%)	10	1	89,300
Building lights	15	12	1,750
Building lights, front-carriage type	20	7	3,400
Metal cornice @ roof penthouse	40	10	9,750
Window opening	35	7	472,878
Window security gate	35	22	3,040
Window security gate, remove & repl.	35	7	950
Skylight, plastic bubble stationary	20	7	15,750
Front entry door sets/wood/historic	20	15	7,320
Add for transom	20	15	4,500
Entry door, solid metal	20	15	3,600
Canopy, fabric	10	8	384
Canopy, structure	15	13	640
Garage door, residential	15	5	1,440
Garage door opener, residential	15	5	325
Total			<u>1,270,332</u>

BUILDING INTERIOR:

Flooring, interior carpet	7	7	23,375
Flooring, vinyl tile	14	10	3,524
Ceiling tile, suspended system	21	8	6,689
Lobby, refurnish	14	10	10,000
Lobby, redecorate	14	10	20,000

Order: 3HH97QX9D

(Continued)

Address: 3901 Connecticut Ave NW Apt 308

Order Date: 15-10-08-2019

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3901 CONNECTICUT AVENUE CONDOMINIUM
UNIT OWNERS ASSOCIATION
REPLACEMENT FUND SCHEDULE
DECEMBER 31, 2016
(UNAUDITED)
(CONTINUED)

Item	Normal <u>Life</u>	Estimated Remaining <u>Life</u>	Estimated Replacement <u>Cost</u>
BUILDING INTERIOR (CONTINUED):			
Mailboxes	25	12	\$ 11,200
Keypad entry sys. Panel @ the atrium	20	15	3,200
FOB card reader @ the rear door	20	15	1,700
Interior lighting, general	21	8	17,600
Interior lighting, lobby chandelier	21	8	2,500
Interior lighting, atrium chandelier	21	8	1,000
Interior lighting, decorative	21	8	17,200
Emergency exit lighting	21	8	3,300
Stair rails, interior metal	45	32	6,000
Ornamental iron rails, lobby	45	32	2,700
Windows, small corridor-venting	35	22	1,000
Front entry door set, wood, historic	30	17	7,320
Add for transoms	50	37	4,500
Miscellaneous doors	30	17	6,000
Doors, metal with glass - stairs	30	17	7,500
Storage, chain link fencing	25	12	24,675
Interior laundry sink	25	12	1,000
Metal bench, interior lower lobby	30	20	700
Total			<u>182,683</u>
BUILDING SYSTEM:			
Elevator cab & door, passenger	35	22	15,800
Elevator, traction psngr, controls	30	17	120,400
Elevator, traction psngr, mechanical	40	27	60,200
Heat pump, air handler	24	11	4,500
Heat pump, exterior unit	12	none	3,300
Boiler steam	40	28	20,000
Water heater	15	5	8,500
Water heater	15	10	8,500
Hot water circulating pump	15	2	1,500
Sump pump	10	none	2,200
Building piping (allowance)	50	15	210,000
Emergency generator, natural gas	30	13	70,000
Terminal box	50	37	2,000
Main breaker	50	37	2,600
Electrical meter	30	17	46,150
Fire alarm system	30	17	31,500
Total			<u>607,150</u>

Order: 3HH97QX9D
(Continued)

Address: 3901 Connecticut Ave NW Apt 308

Order Date: 10-08-2019

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3901 CONNECTICUT AVENUE CONDOMINIUM
UNIT OWNERS ASSOCIATION
REPLACEMENT FUND SCHEDULE
DECEMBER 31, 2016
(UNAUDITED)
(CONTINUED)

<u>Item</u>	<u>Normal Life</u>	<u>Estimated Remaining Life</u>	<u>Estimated Replacement Cost</u>
EXERCISE EQUIPMENT:			
Treadmill	20	7	\$ 10,400
Full body machine	20	7	6,000
Recumbent bike	20	7	2,400
Multi-purpose benches	20	7	2,000
Ergometer rowing machine	20	7	2,400
Elliptical machine	20	7	3,500
Rubber mat floor covering	20	7	55,845
Total			<u>82,545</u>
Total Replacement Costs:			<u>\$ 2,205,338</u>

See independent auditors' report on supplementary information.

Order: 3HH97QX9D

Address: 3901 Connecticut Ave NW Apt 308

Order Date: 10-08-2019

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Financials - Unaudited
3901 Connecticut Avenue Condominium

Order: 3HH97QX9D
Address: 3901 Connecticut Ave NW Apt 308
Order Date: 10-08-2019
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**Balance Sheet - Operating**

3901 Connecticut Avenue Condominium

End Date: 12/31/2018

Date: 2/13/2019

Time: 4:06 pm

Page: 1

Assets

Cash

11-1151-00	Operating - City First Bank (8263)	\$95,291.15
11-1155-00	Reserves - City First Bank Money Market (1934)	329,696.08
11-1158-00	Reserves - Eagle Bank (1369)	100.00
11-1159-00	Reserves - Eagle Bank (6481)	401,079.87

Total Cash: \$826,167.10

Accounts Receivable

13-1300-00	Accounts Receivable	5,009.35
------------	---------------------	----------

Total Accounts Receivable: \$5,009.35

Current Assets

14-1400-00	Prepaid Insurance	4,361.10
------------	-------------------	----------

Total Current Assets: \$4,361.10

Total Assets: \$835,537.55

Liabilities & Equity

Liabilities

21-2505-00	Income Tax Payable	327.00
21-3600-00	Prepaid Assessment	9,422.18

Total Liabilities: \$9,749.18

Capital

31-3150-00	Initial Contribution	28,234.00
31-3300-00	Retained Earnings	370,368.74

Total Capital: \$398,602.74

Reserve Funds

32-3200-00	Reserve Beginning Balance - Jan 1	434,670.64
32-3205-00	Reserve Interest YTD	1,316.07
32-3210-00	Reserve Contributions YTD	150,000.00
32-3220-00	Reserve Expenditures YTD	(61,790.40)
32-3225-00	Reserve Expenses paid from Operating	(90,754.38)

Total Reserve Funds: \$433,441.93

Net Income Gain / Loss (6,256.30)
(\$6,256.30)

Total Liabilities & Equity: \$835,537.55

Order: 3HH97QX9D

Address: 3901 Connecticut Ave NW Apt 308

Order Date: 10-08-2019

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Income Statement - Operating
3901 Connecticut Avenue Condominium
12/31/2018

Date: 2/13/2019
Time: 4:07 pm
Page: 1

Description	Year-to-date Actual
OPERATING INCOME	
41-4100-00 Assessments	\$507,708.00
42-4260-00 Parking Assessments	24,545.00
42-4275-00 Parking Rental Income	300.00
43-4320-00 Storage Income	1,880.00
43-4340-00 Late Fees	700.00
43-4350-00 NSF Fees	225.00
44-4420-00 Laundry Income	9,192.25
44-4460-00 Moving Fees	2,200.00
44-4480-00 Key/Fob Charges	800.00
45-4540-00 Legal Reimbursements	1,524.37
Total OPERATING INCOME	\$549,074.62
OPERATING EXPENSE	
Administrative	
6010-00 Management Fees	30,000.00
6020-00 Legal Fees	2,425.39
6030-00 Accounting Fees	4,565.00
6070-00 Banking Fees	40.00
6100-00 Postage & Mailings	894.41
6120-00 Off-Site Files Storage	240.00
6175-00 Social Committee Expense	298.22
6180-00 Miscellaneous Administrative	649.94
6300-00 Bad Debt Expense	1,100.00
Total Administrative	\$40,212.96
Staffing	
6210-00 Salaries & Wages	55,633.41
6230-00 Bonuses	643.77
6240-00 Payroll Taxes	4,545.17
6250-00 Health Insurance	9,370.25
6260-00 Worker's Compensation	960.80
6270-00 Payroll Administrative Fee	5,627.70
Total Staffing	\$76,781.10
Utilities	
6310-00 Electricity	13,473.26
6320-00 Water & Sewer	29,993.31
6330-00 Gas	38,736.25
6350-00 Telephone	5,294.27
6360-00 Mobile Phones	600.00
6380-00 Internet	703.20
Total Utilities	\$88,800.29
Maintenance & Repairs	
6410-00 General Building Maintenance	30,754.39
6420-00 Supplies	7,690.99
6430-00 Painting	10,350.00
6440-00 Plumbing	23,792.91
6520-00 Garage/Parking	786.76
6530-00 HVAC Maint. & Repair	12,990.00
6540-00 Elevator Maint. & Repair	1,907.64
6550-00 Access Control System	2,414.13
6580-00 Grounds Non-Contract	9,766.62
Total Maintenance & Repairs	\$100,453.44
Contracted Services	
6610-00 Trash Removal	8,185.77
6630-00 Fire Control Systems	1,456.57
6640-00 Elevator Service Contract	12,318.36
6650-00 Monitoring Contracts	296.08
6660-00 HVAC Service Contract	2,171.00
6670-00 Water Treatment	2,500.00
6690-00 Generator Service Contract	724.39
6700-00 Janitorial Service	2,193.60
6720-00 Landscaping Service Contract	15,344.73

Order: 3HH97QX9D
Address: 3901 Connecticut Avenue NW Apt 308
Order Date: 10-08-2019



Income Statement - Operating
3901 Connecticut Avenue Condominium
12/31/2018

Date: 2/13/2019
Time: 4:07 pm
Page: 2

Description	Actual	Year-to-date
6730-00 Pest Control	\$1,751.07	
6740-00 Snow Removal	826.09	
6760-00 Security Service Contract	2,403.68	
6770-00 Garage Door Maint. Contract	6,148.89	
Total Contracted Services	\$56,326.23	
Taxes and Insurance		
6810-00 Insurance Package	42,429.90	
6840-00 Taxes - Income	327.00	
Total Taxes and Insurance	\$42,756.90	
Reserves		
8010-00 Transfer to Reserves	150,000.00	
Total Reserves	\$150,000.00	
Total OPERATING EXPENSE	\$555,330.92	
Net Income:	(\$6,256.30)	

Order: 3HH97QX9D
Address: 3901 Connecticut Ave NW Apt 308
Order Date: 10-08-2019

Insurance
3901 Connecticut Avenue Condominium

Order: 3HH97QX9D
Address: 3901 Connecticut Ave NW Apt 308
Order Date: 10-08-2019
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3901CON-01

BMT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/23/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Associated Insurance Management, LLC 3140 West Ward Rd Suite 105 Dunkirk, MD 20754	CONTACT NAME: condocerts@aimcommercial.com	
	PHONE (A/C, No, Ext): (301) 812-1200	FAX (A/C, No): (877) 733-1203
	E-MAIL ADDRESS: condocerts@aimcommercial.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Harford Mutual Insurance Co.	14141
	INSURER B: Greenwich Insurance Company	22322
	INSURER C: Travelers Casualty & Surety Co. of America	31194
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED
3901 Connecticut Avenue Condominium
c/o EJF Real Estate Services, Inc.
1428 U Street, NW, 2nd Floor
Washington, DC 20009

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			9178930	11/30/2018	11/30/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			9178930	11/30/2018	11/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			PPP7450967	11/30/2018	11/30/2019	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Fidelity			106007714	11/30/2018	11/30/2019	Deductible: \$500 150,000
A	Building			9178930	11/30/2018	11/30/2019	Deductible: \$2,500 16,377,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
3901 Connecticut Avenue, NW, Washington, DC 20008

Building Replacement Cost, Special Causes of Loss. Certificate holder is mortgagee, ATIMA.

Number of units in association: 66

The fidelity bond coverage includes the property manager, EJF Real Estate Services.
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

****For Informational Purposes****
Please forward requests to:
Fax: 877 733-1203
Email: condocerts@aimcommercial.com

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Order: 3HH97QX9D
Address: 3901 Connecticut Ave NW Apt 308
Order Date: 10/23/2018
B. Thompson



ADDITIONAL REMARKS SCHEDULE

AGENCY Associated Insurance Management, LLC		NAMED INSURED 3901 Connecticut Avenue Condominium c/o EJF Real Estate Services, Inc. 1428 U Street, NW, 2nd Floor Washington, DC 20009	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Additional Property Coverages:

Hartford Mutual Insurance Company

Policy Number: 9178930

Effective November 30, 2018 to November 30, 2019

Flood Coverage:

Limit: \$250,000

Deductible: \$10,000

Boiler and Machinery:

Limit: Included in Building Limit

Deductible: \$2,500

Building Ordinance or Law:

Undamaged Portion of Building: Included in Building Limit

Demolition Limit: \$1,181,000

Increased Cost of Construction Limit: \$1,862,000

Directors & Officers Liability

Travelers Property Casualty Company of America

Policy Number 106007714

Effective November 30, 2018 to November 30, 2019

\$1,000,000 Limit, \$2,500 Deductible

The master policy provides coverage for improvements within the units as originally conveyed by the developer (original specifications). Improvements subsequently installed by unit owners at their own expense are not covered. Guaranteed replacement cost. Subject to terms and conditions of the policy. Severability of interest applies.

Order: 3HH97QX9D

Address: 3901 Connecticut Ave NW Apt 308

Order Date: 10-08-2019

Plats & Plans
3901 Connecticut Avenue Condominium

Order: 3HH97QX9D
Address: 3901 Connecticut Ave NW Apt 308
Order Date: 10-08-2019
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This document is currently either not available or not applicable for this association.

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Public Offering
3901 Connecticut Avenue Condominium

Order: 3HH97QX9D
Address: 3901 Connecticut Ave NW Apt 308
Order Date: 10-08-2019
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**PURCHASER SHOULD READ THIS DOCUMENT FOR HIS/HER
OWN PROTECTION**

PUBLIC OFFERING STATEMENT

Name of Condominium: THE 3901 CONNECTICUT AVENUE
CONDOMINIUM

Location of Condominium: 3901 CONNECTICUT AVENUE, N.W.
WASHINGTON, D.C. 20008

Lot: 2 Square: 2234 A.N.C. 3F

Name of Declarant: 3901 CONNECTICUT L.L.C.

Address of Declarant: c/o Lane Potkin
Leibner & Potkin, P.C.
5028 Wisconsin Avenue, N.W., Suite 402
Washington, D.C. 20016

Effective Date of Public Offering Statement: _____

District of Columbia law requires that the original seller of Condominium Units disclose fully and accurately the characteristics of the Condominium Units being offered for sale. This Public Offering Statement is the means by which such disclosure is to be made. In the event of any misrepresentations made herein, the Purchaser shall notify the Chief, Condominium and Cooperative Conversion and Sales Branch, Department of Consumer and Regulatory Affairs, 941 N. Capitol Street, N.E., Washington, D.C. 20001.

No Declarant may dispose of any interest in a Condominium Unit unless there is delivered to the Purchaser a current Public Offering Statement by the time of such disposition and such disposition is expressly and without qualification or condition subject to cancellation by the Purchaser within fifteen (15) days after delivery of the current Public Offering Statement or within fifteen (15) days after execution of the Purchase Agreement, whichever is later. The Purchaser should inspect the Condominium Unit and all common areas and obtain professional advice. The District of Columbia Government does not warrant the accuracy of the statements made herein, nor has it passed on the merits of the Condominium Unit offered for sale.

**PURCHASER SHOULD READ THIS DOCUMENT FOR HIS/HER
OWN PROTECTION**


Address: 3901 Connecticut Ave NW Apt 308
Order Date: 10-08-2019
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AFFIDAVIT

Lamont H. Hoffman, the Managing Member of WK INVESTORS L.L.C., Managing Member of 3901 Connecticut L.L.C. (the "Developer"), being duly sworn, deposes and says: That the statements herein contained and the documents submitted are true and complete; and that as the Managing Member of the Managing Member of the Developer of the Condominium Project described, he is authorized to execute this affidavit.

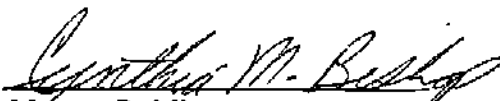
3901 Connecticut L.L.C.

By: W.K. INVESTORS, L.L.C., Managing Member

By: 
Lamont H. Hoffman, Managing Member

_____, SS

This instrument was acknowledged before me on this 8th day of October, 1999, by Lamont Hoffman, in his capacity as Managing Member of W.K. Investors, L.L.C., Managing Member of 3901 Connecticut L.L.C.


Notary Public

SEAL

My Commission Expires: 11/7/01

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EXHIBITS

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Unit Financing	Exhibit VI-D
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Third-Party Agreement	Exhibit VI-F

INTRODUCTION

This Public Offering Statement consists of two parts, a narrative portion and an exhibit portion. The narrative portion is intended to summarize significant features of the Condominium and also to present other information of interest to the prospective purchaser. The exhibits include legal documents which are required for the creation and operation of the condominium. If there is any inconsistency between the exhibits and the narrative, the exhibits will govern. The Declarant's sales agent and other representatives are prohibited from changing any of the terms of the legal documents or features of the condominium or attempting to interpret their legal effect.

Section I. CONDOMINIUM CONCEPT

- A. Condominium Ownership. Condominium ownership is a property right which combines other forms of ownership. The condominium unit owner is not only the sole owner of the portion of the building which comprises his living quarters but also one of the many mutual owners of common areas which the unit owner may use and enjoy along with other unit owners. Each unit owner has an "undivided interest" in the common elements which means that all the unit owners have a share in the ownership of all common elements. An undivided interest gives the unit owner the right to share in the control of all common elements. He must also pay his share of the normal expenses of operating and maintaining all the common elements. It is the ownership of an undivided interest in the common elements which sets Condominium ownership apart from other forms of property ownership. This undivided interest in the common elements is stated as a percentage and is referred to in the Declaration and the By-Laws as the "percentage interest".

The 3901 Connecticut Avenue Condominium involves the conversion of existing improvements (i.e. buildings) now located on the land into individual condominium units. After the conversion of the entire property to condominium status, each unit comprising the condominium will be individually owned. The project will be converted to the condominium form of ownership by recording the condominium instruments among the Land Records of the District of Columbia.

Section II. THE DECLARANT

A. APPLICANT

1. Name: 3901 Connecticut L.L.C.
2. Address: c/o Lane Potkin
Leibner & Potkin, P.C.
5028 Wisconsin Avenue, N.W., Suite 402
Washington, D.C. 20016
3. Organization
 - a. Form: Limited Liability Company
 - b. Date Created: February 8, 1999
 - c. Jurisdiction in
which created: Washington, D.C.

B. APPLICANT'S MEMBERS OWNING 10% OR MORE OF THE
MEMBERSHIP INTERESTS

W.K. INVESTORS, L.L.C.
c/o P.N. Hoffman, Inc.
5450 Butler Road
Bethesda, Maryland 20814

C. ATTORNEY

1. Name: Leibner & Potkin, P.C.
2. Address: 5028 Wisconsin Ave., N.W., #402
Washington, D.C. 20016

D. GENERAL CONTRACTOR

1. Name: P.N. Hoffman, Inc.
2. Address: 5450 Butler Road
Bethesda, Maryland 20816

E. MAJOR SUBCONTRACTORS

1. Type: Electrical

 Name: Spartan Electrical Co., Inc.
 Address: 10097 Tyler Place, Suite 9
 Ijamsville, MD 21754
2. Type: Plumbing

 Name: Magnolia Plumbing, Inc.
 Address: 600 Gallatin Street, N.E.
 Washington, D.C. 20017
3. Type: Mechanical

 Name: Comfort Air Systems, Inc.
 Address: 17201 Palomino Court
 Olney, MD 20832
4. Type: Roofing

 Name: DHI Corporation
 Address: 9713 Montauk Avenue
 Bethesda, MD 20817

F. ENGINEER/ARCHITECT

Name: Eric Colbert & Associates
Address: 717 5th Street, N.W.
 Washington, D.C. 20001

G. SURVEYOR

Name: W. L. Meekins, Inc.
Address: 3101 Ritchie Road
 Forestville, MD 20747

Section III. DESCRIPTION OF THE CONDOMINIUM

The Condominium consists of the land and improvements thereon commonly referred to as 3901 Connecticut Avenue, N.W., Washington, D.C. 20008 (Square 2234, Lot 2). The existing improvement on the land is a five story masonry building with basement, with concrete floor plates. The structure was built in the 1920s, and has been partially renovated from time to time. The building, which contains sixty-six (66) residential units, is currently undergoing significant renovation and/or replacement. The projected date of completion of the Units is the end of March, 2000. Declarant plans ultimately to sell all of the Units but reserves the right to lease any Units, provided that the total number of rental Units in the building does not exceed 40% of the total number of Units (i.e., not to exceed 26). (Pursuant to agreement with the building's current residents, 18 Units will be rented to existing tenants for as long as those tenants wish to reside at the building.) There are no plans to expand or contract the Condominium which will add to or reduce the number of Units.

The Condominium is a "conversion condominium" which is defined as a condominium containing structures which before the recording of the Declaration were wholly or partially owned by persons other than those who have contracted for the purchase of the condominium units, and those who occupy with the consent of such purchasers.

A. THE UNITS

The building's sixty-six (66) Residential Units include twelve (12) three bedroom Units, twenty (20) two bedroom Units, twenty-five (25) one bedroom Units and nine (9) studio Units. Each of the three bedroom Units contain two bathrooms. Each of the two bedroom Units, one bedroom Units and studio Units currently contain one bathroom.

Each Unit can be individually utilized and has its own exit to the common elements of the Condominium. Each Unit consists of the space enclosed horizontally by the innermost surface of the drywall or plaster which comprises the perimeter walls enclosing the Unit and vertically by the lowest surface of the lowest wooden floor or subfloor in the Unit, and by the uppermost unexposed surface of the lath or drywall ceilings in the Unit. In addition each Residential Unit contains: (i) all non-structural interior partition walls located within the boundaries of the Unit, excepting such part as may comprise part of the common elements and as is delineated on the Plats and Plans; (ii) the decorated surfaces of all boundary walls,

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ceilings and floors, including wallpaper, painting, interior brick surface, the windows, wallboard, plaster, ceramic tile and hardwood flooring and all other finishing materials, if any; (iii) all immediately visible fixtures, appliances, and cabinets; (iv) all mechanical and electrical systems and equipment, heating and air conditioning systems serving the Unit, commencing at the point of disconnection from the structural body of the building and from utility lines, and the air handling unit, compressor, cooling coil and thermostat serving that Unit, if any; (v) water, sewage, waste and vent pipes located within the boundaries of the Unit and serving only that Unit; (vi) those portions of any chutes, ducts, flues, conduits, wires, bearing walls, bearing columns, or any other apparatus or structure lying partially within and partially outside of the designated boundaries of a unit, but serving only that Unit (any portions thereof serving more than one Unit or any portion of the common elements is deemed a part of the common elements). Mechanical equipment and appurtenances located outside of any Unit, but designed to serve only that Unit, such as heating equipment or air conditioning equipment, compressors, condensers, and the like, if any, shall be considered a part of the Unit and not a part of the common elements. Each Unit shall also have an undivided interest in the common elements.

A Unit shall be deemed not to include: pipes (except water and sewage pipes located within the boundaries of a Unit and serving only that Unit), wires, conduits and other public utility lines, ventilation or other ducts, bearing walls and structural portions of the Building running through a Unit which are utilized or serve more than one Unit or a Unit and the Common Elements, and all other property and fixtures of any kind which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the Condominium.

The location and dimensions of the Units are set forth fully in the Plats and Plans.

B. THE COMMON ELEMENTS

The common elements of the Condominium are the land and all portions of the building which are not part of the Units. There are general common elements and limited common elements.

- (i) **General Common Elements.** The General Common Elements are those portions of the Common Elements used by all of the Unit owners in general. They consist of all Common Elements other than Limited Common Elements, and include, without limitation (i) the Land; (ii) the foundations, roof (not including roof decks, if any), slabs, floors, ceilings, perimeter walls, structural interior walls, elevators and elevator shafts, and, if applicable, mechanical room, entry foyer, exterior and interior stairs, water meter, lobby intercom system, fire alarm system, fire escape, lighting systems in common areas; antennae, pipes (except water and sewage pipes located within the boundaries of a Unit and serving only that Unit), watermains, wires, conduits, air ducts, light shaft, lateral serving stacks, public utility lines and meters not owned by the utility suppliers, other service installations regardless of location; maintenance and storage areas; and (iii) trees, shrubbery, steps, exterior lighting and other exterior devices of common use or necessary to the existence, upkeep, use and safety of the Building and other Condominium property.
- (ii) **Limited Common Elements.** The Limited Common Elements are those Common Elements which are reserved for the exclusive use of a specific Unit or Units, including, as applicable, roof decks, balconies and terraces.

The Units and the common elements, both limited and general, are shown on the Condominium Plat and Plans, which are included in this Public Offering Statement as Exhibit III-B. A more detailed legal description of the Units and their boundaries, and the Common Elements, is contained in Sections 5 and 7 of the Declaration which is Exhibit IV-A to this POS.

THE PLATS AND PLANS CONTAINED IN THIS POS ARE PRELIMINARY BASED ON EXISTING CONSTRUCTION PLANS FOR THE UNITS AND THE COMMON AREAS. DURING CONSTRUCTION THE DECLARANT MAY MAKE MODIFICATIONS TO THE CONSTRUCTION PLANS RESULTING IN CHANGES TO THE FINAL PLATS AND PLANS. PRIOR TO THE CONVEYANCING OF ANY UNIT DECLARANT WILL SPECIFY ANY MATERIAL CHANGES TO THE PLATS AND PLANS WHICH WILL AFFECT THE UNIT

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BEING SOLD, AND THE LIMITED COMMON ELEMENTS APPURTENANT THERETO, IF ANY, PROVIDED, THAT AFTER EXECUTION OF A SALES CONTRACT FOR A UNIT, THE DECLARANT SHALL NOT UNILATERALLY MAKE ANY MATERIAL CHANGES TO THE LAYOUT OR SIZE OF THE UNIT BEING SOLD.

Each Unit has an undivided interest in the common elements. This undivided interest is stated as a percentage and is referred to in the Declaration and By-Laws as the "percentage interest". The percentage interest of a Unit is equivalent to the "par value" of the Unit and is set forth in Exhibit B to the Declaration. The Declarant established the par value of each Unit on the basis of the approximate relative square footage of the Unit.

The By-Laws provide that liability for common expenses will be assessed against each Unit in proportion to the Unit's "percentage interest". The percentage interest of a Unit is set forth in Exhibit B to the Declaration. The liability of the Unit owner for common expenses is discussed under "Operation of the Condominium" below.

The condition of the existing structures, and the construction and renovation to be undertaken by the Declarant is discussed under "Construction and Condition of the Structure" below, and is also discussed in the Architectural Report which is Exhibit III-A to this POS.

C. WARRANTIES

Each of the Units will be warranted by the Declarant against structural defects for two years from the date each is conveyed, and all the common elements are warranted against structural defects for two years from the date that they are completed or from the date that the first Unit is conveyed, whichever is later. Structural defects covered by the warranty are only those defects in components constituting any of the Units or common elements which reduce the stability or safety of the structure below standards commonly accepted in the real estate market, or restrict the normally intended use of all or part of the structure and which require repair, renovation, reconstruction or replacement. The Declarant reserves the right at its option and at any time (either before or after the sale of a

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unit) to grant additional warranties or to eliminate any limitations on existing warranties with respect to any Unit or the common elements. The warranty provided by the Declarant is a limited warranty. The Declarant has set forth in the warranty that it will not be liable thereunder for any of the following:

1. Loss or damage with respect to any claim unless written notice of the defect causing such loss or damage shall have been given by a representative of the Association or by the Unit Owner to Declarant within the warranty period as prescribed by the Act.
2. Loss or damage caused by defective design or materials supplied by any Unit Owner or installed under the Unit Owner's direction.
3. Any incidental or consequential damage caused by any defect.
4. Normal wear and tear.
5. Dampness or condensation or damage or loss caused by the failure of any Unit Owner or the Unit Owner's Association to maintain adequate ventilation.
6. Loss or damage occasioned by the negligence, improper maintenance repair or operation or alteration by persons other than the Declarant, its subcontractors or agents, with respect to the systems, appliances, equipment or fixtures in the Condominium, including the Unit.
7. Accidental loss or damage; loss or damage caused by roof leaks, fire, explosion, smoke or water escape; changes, not reasonably foreseeable, in the level of underground water table; glass breakage; windstorm; hail or lightning; falling trees; aircraft; vehicles; earthquake soil movement; civil commotions; insects, or any other acts of God.
8. Loss or damage caused by the failure of the Unit Owner or the Association to keep and maintain the Condominium, including the Unit, in good repair and condition, including but not limited to the changing of air conditions filters, the lubrication of air conditioning and heating equipment, the draining of hot water heaters, the clearing

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of all exterior patio and balcony drains, and the cleaning of dryer vents, all as necessary.

9. Stoppage in the plumbing system caused by misuse by Unit Owners, their tenants or guests.
10. Defects or smudges in painted surfaces, including cracks or peeling paint, chipping of porcelain in any item of equipment, chipping of tile, marble or granite, excess grouting on tiles, marble or granite, torn or defective screens or broken glass, defects in operating plumbing fittings on the plumbing fixtures; hardware, shades, blinds, awnings, kitchen equipment (including appliances), electrical switches or outlets.
11. Loss or damage to walls, wall coverings, or light fixtures caused by move-ins, move-outs, or heavy traffic by potential purchasers.
12. Loss or damage caused by air or water infiltration around windows and doors.
13. Noise between Units and floors.
14. Defects in floors, including squeaks, cracks or gaps.
15. Defects resulting from the shrinkage or swelling of wood surfaces, including molding and caulking.

With the exception of the Special Warranty described below, there are no other warranties and none should be implied, and except as set forth above, the Units are being conveyed "AS IS". No action to enforce the statutory warranty in connection with the structural defects to the units may be brought more than five years after the warranty period begins.

Special Warranty: The Declarant shall warrant, for a period of five (5) years, the boiler, piping, insulation, radiators, and all appurtenances to the steam heat system, as well as the building's plumbing system.

D. COMPLIANCE WITH ZONING, HOUSING AND BUILDING CODES

The development of the Condominium is, to the best of Declarant's knowledge, in compliance with all applicable zoning ordinances, housing codes, applicable building codes and similar laws affecting the Condominium. The parcel of land upon which the Condominium is located is zoned R-5-D.

E. CONSTRUCTION AND CONDITION OF THE BUILDING

The 3901 Connecticut Avenue Condominium will be comprised of sixty-six (66) residential units. The existing building is now undergoing significant renovation which began in mid-1999. Specific items of renovation include the following:

1. Replace all windows;
2. Masonry point-up of entire building;
3. Replace all air-conditioning units;
4. Repair domestic water and waste piping as needed;
5. Repair walls or ceilings damaged by prior water leaks;
6. Replace boiler and overall steam heating system;
7. Refurbish common areas;
8. Unit-by-unit repairs, upgrades, replacements.

The estimated completion date for the entire project is March, 2000. The estimated hard costs of construction of the improvements to the Building is \$2,000,000.

The approximate age, estimated remaining life, and estimated replacement cost of major components of the building which have an estimated remaining useful life that is considered to be less than the estimated remaining useful life of the overall structure, are summarized in the Architectural Report. Lives listed in that report are estimated average lives.

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For each item or category, it is anticipated that individual failures may occur before the life term indicated in the Architectural Report. No expressed or implied guarantee shall be inferred from the schedule of estimated lives and the Declarant does not warrant or represent the years of useful life remaining or that any of the items will have the useful life listed in the Architectural Report. Replacement costs are based on current prices and do not include extensive removal, demolition or general construction that may be required. In addition, all estimates assume proper repair and routine preventive maintenance.

F. AGREEMENT WITH RESIDENTS ASSOCIATION

The building comprising the Condominium was purchased by Declarant in May, 1999 as part of a joint venture between the 3901 Connecticut Avenue Residents Association (the "Association"), representing substantially all of the tenants residing at the building prior to its purchase, and WK Investors, L.L.C. The Association had received an offer to purchase the property under Section 45-1631 of the District of Columbia Code (commonly known as the Tenant Opportunity to Purchase Act) and subsequently entered into a Joint Purchase and Development Agreement dated February 15, 1999 (the "Joint Purchase Agreement", a copy of which is attached as Exhibit VI-E) for the purchase of the property. Under the Joint Purchase Agreement, the tenants residing at the Property were offered the option of remaining as renters, accepting a lump sum payment for vacating their unit, or purchasing a condominium unit at the Condominium to be created at the property, at a discounted price. It is anticipated that approximately 31 of the prior tenants will exercise their right to purchase units, approximately 18 will remain as renters, and approximately 17 will elect (or have elected) to vacate the property. Declarant agreed as part of its obligations under the Joint Purchase Agreement to undertake at its expense certain repairs and replacements to the condominium building and surrounding areas, as more fully discussed in the Joint Purchase Agreement and the Architectural Report which is Exhibit III-A to this POS.

G. THIRD PARTY AGREEMENTS

Prior to the purchase of the property by Declarant, Tilden Gardens L.L.C. ("Tilden"), which had attempted to purchase the property from the prior owner, purchased the parcels of land adjacent to the western and southern boundary of the Condominium (the "Adjacent Land"). In connection with

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its purchase of the Adjacent Land, Tilden and the prior owner of the property comprising the condominium, Chevy Chase Land Company, entered into and recorded a Development Agreement granting Tilden certain rights to facilitate the planned construction by Tilden of an apartment building on the Adjacent Land. Subsequent to Declarant's purchase of the condominium, Declarant executed two agreements with Tilden limiting certain of the rights set forth in the Development Agreement and granting certain easements, covenants, licenses and other rights and obligations to promote an orderly development and use of the Condominium, and the planned apartment building on the Adjacent Land. These agreements are an "Easement Agreement" and a "Cooperation and Development Agreement", and copies of each are attached as Exhibit VI-F to this POS.

Section IV. THE DECLARATION AND BY-LAWS

A. IN GENERAL

The Condominium's Declaration, By-Laws and Plats and Plans are the principal legal documents necessary to create the Condominium in the District of Columbia and are referred to collectively as the Condominium Instruments. When the Declaration is duly recorded among the land records of the Recorder of Deeds of the District of Columbia, the property described therein is submitted to a condominium form of ownership.

The Declaration sets forth with particularity the description of the property, the physical boundaries of the condominium units and the common elements of the Condominium, together with descriptions as to which will be limited common elements and which will be general common elements. The Declaration also establishes the percentage of undivided interest in the ownership of the common elements of the Condominium and the percentage of interest in the common expenses and common profits of the Condominium which are appurtenant to each particular Condominium unit. The Declaration also establishes certain easements with respect to the use of the common elements by the Declarant and others for purposes related to the completion of the construction of the Condominium, the sale of units, the maintenance of utility services, ingress, egress and the like. A copy of the Declaration is attached hereto as Exhibit IV-A.

The By-Laws provide for the method of the administration and management of the Condominium. Among other things the By-Laws make provision for the calling of meetings of the Unit Owners, the election of a Board of Directors and allocation of rights and responsibilities to the Board of Directors, the method of establishing an annual operating budget and the assessments for common expenses, and the establishment of certain restrictions relating to the use of both the Condominium Units and the common elements. The By-Laws also establish certain requirements regarding the insurance of the Condominium Project relating to the reconstruction of the Condominium in the event of damage, and the like. Both the Declaration and By-Laws establish certain rights which are to inure to the benefit of Mortgagees of individual Condominium units in the Condominium. A copy of the By-Laws is attached hereto as Exhibit IV-B.

Pursuant to the By-Laws, the Board of Directors is authorized to establish Rules and Regulations governing the unit owners and the use of the Condominium, in addition to any Rules and Regulations set forth as part of the By-Laws.

B. ENCUMBRANCES

A unit owner's use and enjoyment of his unit is restricted by the Condominium Declaration and By-Laws (see "Restrictions on Use" and "Restraints on Alienation" below).

As of the date of this Public Offering Statement the property is encumbered by a first trust securing a loan from Wachovia Bank, N.A. in the approximate principal amount of \$5,500,000. At the time of the conveyance of a unit to a purchaser, the Declarant will have such unit promptly released of record from any then existing trusts, all perfected liens, and any mechanic's or materialmen's liens affecting the unit. The unit will be conveyed subject to the liens of the encumbrance of the condominium instruments of record, general real estate taxes for the current year not yet due and payable, and easements, covenants and restrictions of record.

In addition to the foregoing, the Declarant currently intends to grant to The L'Enfant Trust, a non-profit organization, a conservation/facade easement which will provide for the preservation of the exterior facade of the building, and similar restrictions. The Declarant reserves the right to elect

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not to make this contribution. If Declarant ultimately decides to make this contribution, any contract purchaser for a Unit shall, if requested, execute any documentation necessary to complete the grant of the easement.

C. SECONDARY MORTGAGE MARKET

The Condominium Instruments and certain related documents have been drafted with the intention of satisfying the condominium documentation requirements of the Federal Home Loan Mortgage Corporation, as well as those of the Federal National Mortgage Association. The Declarant has reserved the right to amend the instruments and documents if they must be revised to satisfy any such requirements. However, the Declarant makes no representations or warranties concerning the availability of or qualification for secondary mortgage financing.

D. RESTRAINTS ON ALIENATION

Section 402(a) and 402(b) of the Condominium Act of 1976 Technical and Clarifying Amendment Act of 1992 prohibit the Declarant from offering or disposing of a condominium unit until the Condominium is registered with the District of Columbia and a purchaser has received a current Public Offering Statement. Except for the provisions of the Act, and the terms of any loan documents which will be executed at the time a unit is purchased, the Declarant is not aware of any other rights of first refusal, pre-emptive rights, or other restraints on free alienability which affect the Purchaser's right to resell or otherwise transfer an interest in his Condominium Unit; provided, however, that the transfer of a tenant-occupied Unit would be subject to the terms of the District of Columbia's Tenant Opportunity to Purchase Act.

The By-Laws provide that a unit owner may not use his unit for hotel or transient purposes and may not lease his unit for a period of less than six (6) months, and that the Association (or its designee) has the power to terminate any lease or bring summary proceedings to evict a tenant in the event of default by the tenant under the terms of the lease or the violation of the By-laws or Rules and Regulations of the Condominium. These and other restrictions are set forth in the By-Laws.

E. RESTRICTIONS ON USE

The By-Laws of the Condominium provide, in part, that (with certain exceptions relating to use of units by the Declarant during the period necessary for the development of the Condominium), all Condominium units within the Condominium shall be used for private residential purposes, unless a different use is approved by the Association, which use may not be inconsistent with the zoning for the Property.

The By-Laws provide for certain restrictions regarding the use of both the Condominium units and the common elements of the Condominium. In general, these restrictions relate to activities which may become a nuisance to other unit owners, obstruction of the common elements, alterations to the Condominium Project, the posting of signs and the like. The Board of Directors or the Association may adopt, in accordance with the Bylaws of the Condominium, rules and regulations restricting or regulating the use of the Condominium.

Section V. OPERATION OF THE CONDOMINIUM

A. THE UNIT OWNERS ASSOCIATION

The Condominium By-Laws provide for the self-government of the Condominium by a unit owners' association. All of the Unit Owners collectively constitute the association (hereinafter the "Association"). Membership in the Association is an incident of ownership of a unit. Therefore, every unit owner is automatically a member of the Association and remains a member until his ownership of a unit ceases.

The By-Laws provide that the powers and responsibilities of the Association will be delegated to a Board of Directors, some of which in turn may be delegated to a managing agent. Basically, the Board of Directors has the powers and responsibilities in administering the Condominium to: (a) prepare the annual budget; (b) make and collect assessments against the Unit Owners for common expenses; (c) provide for the upkeep, maintenance and care of common elements; (d) designate, hire and dismiss the personnel necessary for the maintenance of the Condominium; (e) make rules and regulations concerning the use of the Condominium; (f) establish a bank account on behalf of the Association; (g) make alterations to the Condominium; (h) enforce by legal means the

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provisions of the Condominium instruments; (i) obtain necessary insurance; (j) pay the cost of services rendered to the Condominium; and (k) keep the books of account of the Condominium.

The allocation of voting power among the unit owners is established in the Declaration which provides, essentially, that each unit owner shall have the right to cast votes in the same proportion as that established in the Declaration for undivided percentage interests in ownership of the common elements of the Condominium.

The By-Laws provide that the initial five (5) members of the Board of Directors shall be selected by the Declarant. Thereafter, and for a period of two (2) years from the date of settlement of the first unit in the Condominium to be sold or until the Condominium units to which seventy-five percent (75%) of the undivided interest in the common elements of the Condominium are appurtenant have been conveyed by the Declarant, whichever shall first occur, the Declarant shall have the right to appoint and to remove all of the members of the Board of Directors, without a vote of the unit owners. However, the By-Laws and Condominium Act require that: (i) at the time units to which 25% of the percentage interests in the Condominium have been conveyed, the Association shall hold a special meeting at which time not less than 25% of the members of the Board of Directors shall be elected by unit owners other than the Declarant; and (ii) at the time units to which 50% of the percentage interests in the Condominium have been conveyed, the Association shall hold a special meeting at which time not less than 33 1/3% of the members of the Board of Directors shall be elected by unit owners other than the Declarant.

B. MANAGEMENT

The By-Laws provide that the Association may employ a Management Agent at a rate of compensation established by the Association. The Declarant plans to enter into a management agreement, and a copy of the proposed agreement is attached as Exhibit V-C to this Public Offering Statement. The term of the management agreement will not exceed two years, and permits the agreement to be canceled with or without cause by either the Condominium Association or the managing agent as of the end of any calendar month upon not less than ninety (90) days advance written notice and without payment of a termination fee. The management agreement will provide that the managing agent has the authority, subject to

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certain limitations, to enter into contracts necessary for the effective and safe operation of the Condominium.

C. FINANCIAL MATTERS

The By-Laws contain provisions for reserves for capital expenditures. The By-Laws require the establishment of a reasonable reserve fund for capital improvements, replacements and major repairs. The By-Laws also provide that if for any reason such reserve fund is inadequate to defray the cost of a required capital improvement, replacement, or major repair, the Board of Directors may levy a further assessment against the Unit Owners in proportion to the par value of their respective units.

Note: A unit owner will be personally liable for all lawful assessments levied against his Condominium unit which become due while he is the owner of a unit. In addition, common expenses assessed against the Unit Owner will give rise to a lien on the owner's Condominium unit, which lien, if unsatisfied, may be enforced by foreclosure or other legal remedies.

The respective unit owners shall be responsible for the maintenance, repair and replacement of his or her own unit, including, but not limited to, the compressor, condensor, and air handling unit, hot water heater, and all other mechanical equipment and appurtenances (if any) whether located within or outside the designated boundaries of a unit, but designed to serve only that unit.

The purchase agreement for a unit is Exhibit VI-A to this Public Offering Statement. It requires the purchaser to pay at settlement an initial capital contribution in an amount equal to two month's estimated condominium fee in addition to any regular condominium fee. This initial capital contribution will be allocated to the Condominium's working capital.

The purchase agreement and the Bylaws also provide for the operation of the condominium by the Declarant, and reimbursement to the Declarant for providing such services, during the "Initial Operating Period". The "Initial Operating Period" is defined as the date that the Condominium is created and ending ninety days following the date the Condominium units to which 75% of the percentage interests appertain have been conveyed by the Declarant or on such earlier date as the Declarant in its sole discretion may determine, or two years from the date of the conveyance of the first unit, whichever occurs first. During the Initial Operating Period (i) the Declarant shall pay the costs of operating the Condominium, and (ii) each unit owner, in lieu of a condominium assessment against the unit for

common expenses shall pay to the Declarant a fee in an amount equal to 90% of the units' estimated monthly condominium fee for each month (or portion of a month on a pro rata basis) during the Initial Operating Period that the unit owner owns the unit. The Declarant shall not be obligated to fund or otherwise contribute to any capital or other reserve for the Condominium during the Initial Operating Period.

The percentage interest in the common elements of the Condominium, the amount of the initial capital contribution, and the amount of the estimated monthly assessment (condominium fee) for condominium expenses for each unit are set forth in Exhibit V-B. The condominium fee is based on the par value of the unit. The par value of each unit is Exhibit B to the Declaration and is equivalent to the unit's percentage interest in the common elements.

Set forth below is an estimated operating budget for the first year of the operation of the Condominium. The budget presents only estimated costs of operating the Condominium. The actual costs, of course, cannot be determined at this time. For example, increases in the cost of materials, labor and utilities or inflationary pressures could result in substantial increases in the estimated Condominium expenses. Services in addition to those provided for initially may be deemed desirable by the Unit Owners and could result in additional expenses. Purchaser should be aware that many circumstances, including those referred to, could result in a need for higher assessments.

ANNUAL BUDGET- THE 3901 CONNECTICUT AVENUE CONDOMINIUM
ESTIMATED OPERATING BUDGET FOR
THE FIRST 12 MONTHS OF OPERATION

Property Insurance	16,000.00
Trash	9,000.00
Pest Control	3,000.00
Water/Sewer	13,000.00
Gas (Hot Water, Cooking, Heating)	55,000.00
Common Area Electric	12,000.00
Supplies and Materials	12,000.00
Elevators	12,000.00
Subcontractor Repairs and Maintenance	12,000.00
Payroll	70,000.00
Legal and Accounting	3,000.00
Management Fee	18,000.00
Miscellaneous	3,000.00
Replacement Reserve	20,000.00
Total	258,000.00

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The Budget includes a provision for a general replacement reserve based on evaluation of the useful lives and replacement costs of certain common elements which the Architect (who prepared Exhibit III-A) believes will require replacement or maintenance on a periodic basis. Please note that the annual reserve included in the Proposed Budget is only an estimate, and in the event such reserve proves to be inadequate, a special assessment or assessments levied against each Unit and Unit Owner may be required.

It is anticipated that certain of the first year expenses for the Condominium such as insurance may require prepayment. In such a case, it is the intent of the Declarant to pay these expenses and to reimburse itself, or be reimbursed by the Association, as condominium assessments are collected during the first year.

The following is a list of common elements (and parts of the units) for which, based on the Architectural Report, reserves should be set aside annually for their replacement:

REPLACEMENT COSTS FOR COMMON ELEMENTS ONLY

<u>Item</u>	<u>Age</u>	<u>Estimated Years of Useful Life Remaining</u>	<u>Estimated Replacement Cost</u>	<u>Annual Escrow</u>
Roofing	Existing	30	\$60,000	\$2,000
Exterior. Windows/ Doors	New	50	\$250,000	\$5,000
Gutters/ Downspouts	Existing	30	\$12,000	\$400
Common Area Interior	New	20	\$40,000	\$2,000
Common Area Exterior	New	20	\$40,000	\$2,000
Soil Waste and Vent Piping	Existing	25	\$100,000	\$4,000
Common Area Wiring	Existing	25	\$10,000	\$400
Other	New/ Existing	20	\$84,000	\$4,200
Total Annual Reserve				\$20,000

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The estimates of replacement costs and years of useful life are based on the Architectural Report, and the Declarant's experience and considered judgment, as well as the assumption that proper care and maintenance will be provided by the Condominium unit owner's association.

SECTION VI. UNIT PURCHASE

A. FINANCING

The Declarant has not obtained a blanket financial commitment for mortgages for the units, and each purchaser desiring a mortgage loan must make its own financing arrangements for a purchase of a unit. The purchase agreement shall be non-contingent on financing unless otherwise agreed upon by the Declarant. Declarant will pay no fees, points or any other lender charges if purchaser chooses to obtain financing for its purchase.

B. PURCHASE AGREEMENT - CANCELLATION RIGHTS OF PURCHASERS

A copy of the purchase agreement proposed to be used by the Declarant in connection with the sale of Condominium units in the Project is attached as Exhibit VI-A to this Public Offering Statement. The purchase agreement sets forth in detail the terms and conditions of the sale of individual Condominium units.

For a period of fifteen (15) days following the date of the delivery of the last of the documents and other materials required to be delivered to prospective purchasers of Condominium units in the Project pursuant to the provisions of the Condominium Act (which include, without limitation, a counterpart of this Public Offering Statement), or the signing of a binding purchase agreement, whichever is later, any purchaser of a Condominium unit in the Project shall have the unqualified and unconditional right to rescind, terminate and cancel his purchase agreement by notice in writing to the Declarant, in which event such purchaser shall become entitled to the prompt return of any deposit made by the purchaser on account of the purchase agreement and all rights and liabilities of the parties under the purchase agreement shall forthwith terminate.

Purchaser's Right to Cancel (Spanish Equivalent) El vendedor permitira al comprador un periodo de 15 dias para revisar los documentos referente a las leyes y regulaciones en el Distrito de Columbia. No obstante culaquier otra provision de este acuerdo, el comprado, podra a su eleccion, responder el vendedor por medio d una carta registrada (o entregarlo personalmente a la oficina del vendedor durante las horas del trabajo) en culaquier momento antes de la medianoche decimoquinto dia que sique la fecha senalada en el contrato firmado por el comprador, o, que el comprador haya recibido un Annuncio de Oferta Publica corriente, lo que suceda ultimamente, podra

terminar el acuerdo, y el comprador recibira su deposito y no habra ninguna obligacion entre las personas dentro de esta acuerdo.

The following documents, which relate to the purchase of a unit, are exhibits to this Public Offering Statements:

1. Purchase Agreement and Receipt of Public Offering Statement: Exhibit VI-A.
2. Sample Form Deed of Conveyance to Unit Purchaser: Exhibit VI-B.
3. Estimate of Settlement Costs: Exhibit VI-C.
4. Unit Financing: Exhibit VI-D.
5. Joint Purchase Agreement: Exhibit VI-E.
6. Third-Party Agreements: Exhibit VI-F.

EXHIBIT III-A

ARCHITECTURAL REPORT

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THE 3901 CONNECTICUT AVENUE CONDOMINIUM
ARCHITECTURAL REPORT

Introduction

The 3901 Connecticut Avenue Condominium ("3901") is a 66-unit masonry structure built in the 1920s that is currently undergoing significant renovation in certain areas. The general scope of the renovation is set forth in the Exhibits to the Joint Purchase Agreement (Exhibit VI-E to the Public Offering Statement).

Structural/Masonry

The structural system of 3901 is essentially sound, with no material deterioration. All of the exterior masonry at 3901 is being tuck-pointed to ensure soundness.

Roofing, Gutters, Downspouts

The roof of 3901 is in excellent condition and the estimated remaining useful life is 30 years. Minor repairs and maintenance to the roof, gutters and downspouts are being performed as part of the current renovation.

Windows

All of the windows at 3901 are being replaced with new, double-pane windows.

Heating System

The heating system has undergone extensive renovation, including a new boiler, new oil tank, and repairs or replacements of piping, fittings, valves and accessories as necessary. In addition, the Declarant is providing a 5-year warranty on the entire steam heat system.

Air-Conditioning System

All of the through-wall or window air-conditioning units at 3901 are being replaced with new through-wall air-conditioning units.

Plumbing

All of the domestic water piping and waste piping at the building has been inspected and repaired as necessary. In addition, the Declarant is providing a 5-year warranty on the plumbing system at the building.

Common Areas/Interior

The lobby, common area hallways, and elevators at the building will be completely remodeled and refurbished as part of the renovation, including new furniture and furnishings.

Crown molding, chair rail, carpeting and lighting will be added to the hallways.

Common Areas/Exterior

The front of the building, including the entry courtyard, will be re-landscaped. Exterior lighting will be enhanced as necessary. Concrete sidewalks and steps will also be repaired.

Unit Renovations

The scope of the renovations to the units will vary from unit to unit. In some instances, the renovations will be quite modest - e.g., painting and plaster repair. In other units, however, renovations will be extensive, including new kitchens and baths, and alterations to the floor plan.

Expected Life and Replacement Costs

The following is a tabulation of certain building components and estimates of years of useful life, and 1999 replacement costs. The indicated years and costs are estimates. No warranty, guarantee or representation is made, nor is any responsibility or liability assumed by the undersigned architect.

	<u>Estimated Useful Life</u>	<u>Replacement Cost</u>
Roofing	30	\$60,000
Gutters/Downspouts	30	\$12,000
Windows/Exterior Doors	50	\$250,000

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Common Area Interior	20	\$40,000
Common Area Exterior	20	\$40,000
Waste and Vent Piping	25	\$100,000
Common Area Wiring	25	\$10,000
Other	20	\$84,000

DISTRICT OF COLUMBIA


This report prepared by:


Eric Colbert

Sworn before me this 7th day of October, 1999.

CHRISTINE N. EDERER
NOTARY PUBLIC, DISTRICT OF COLUMBIA
My Commission Expires September 30, 2004

My commission expires:


Notary Public

[Notarial Seal]

EXHIBIT III-B

CONDOMINIUM PLATS AND PLANS

PRELIMINARY

**FLAT AND PLANS OF CONDOMINIUM SUBDIVISION
3901 CONNECTICUT CONDOMINIUM
LOT 2 SQUARE 2234
3901 CONNECTICUT AVENUE N.W.**

CONDOMINIUM BOOK _____ PAGE _____
RECORDED TIME _____
RECORDED DATE _____
SURVEY RECORDED ON ANNEX _____
PLATS _____ TO _____

IN ACCORDANCE WITH THE CONDOMINIUM ACT OF 1976,
D.C. LAW 1-80, AS AMENDED, THE UNDERSIGNED OWNER OF LOT 2 IN SQUARE 2234, AS RECORDED IN
BOOK 87 PAGE 36 IN THE OFFICE OF THE SURVEYOR OF THE DISTRICT OF COLUMBIA, HEREBY
SUBDIVIDES THE BUILDING SHOWN HEREON INTO 66 CONDOMINIUM UNITS AND 91 PARKING UNITS
WITH CERTAIN GENERAL AND LIMITED COMMON ELEMENTS AS MORE FULLY SET FORTH IN THE DECLARATION AND
BY LAWS OF THE PROJECT RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF THE DISTRICT OF COLUMBIA
IN INSTRUMENT NUMBER _____ AND NUMBER _____

THE UNDERSIGNED OWNER FURTHER REQUESTS THAT THE CONDOMINIUM PROJECT AS SHOWN ON THE ATTACHED PLAT
CONSISTING OF 5 SHEETS BE ACCEPTED FOR RECORDATION IN THE OFFICE OF THE SURVEYOR OF THE DISTRICT
OF COLUMBIA.

THE UNDERSIGNED OWNER BEING FIRST DULY SWORN, CERTIFIES, DEPOSES AND SAYS THAT
THE OWNER IN FEE SIMPLE OF THE ABOVE MENTIONED PROPERTY INCLUDING IMPROVEMENTS, AND THAT NO
OTHER PERSON OR PERSONS OTHER THAN THE UNDERSIGNED HAVE ANY INTEREST OR CLAIM THEREIN EXCEPT FOR
EXISTING TRUSTS NOTED BELOW; THAT THE UNDERSIGNED IN PEACEFUL OCCUPATION THEREOF, THAT THERE ARE
NO SUITS OR ACTIONS PENDING AFFECTING THE TITLE TO SAID PROPERTY, INCLUDING THE IMPROVEMENTS AND THAT
THERE IS 1 TRUST ON SAID PROPERTY, THAT THE USES OF THE INDIVIDUAL UNITS CONFORMS TO THE APPLICABLE
LAWS AND REGULATIONS OF THE DISTRICT OF COLUMBIA.

WITNESS OUR HANDS AND SEALS THIS _____ DAY OF _____

OWNER: 3901 CONNECTICUT L.L.C.

BY: WK INVESTORS LLC, Managing Member

BY:

LAMONT HOFFMAN, Managing Member

TRUSTEE

SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____, 19____

NOTARY PUBLIC

MY COMMISSION EXPIRES ON _____, 19____

PROFESSIONAL ENGINEERS CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT AND PLANS REPRESENTS A FIELD SURVEY MADE UNDER MY DIRECTION, OF THE
CONDOMINIUM UNITS AND THAT THE METES AND BOUNDS SHOWN HEREON ARE IN CONFORMANCE WITH THE RECORDS
OF THE OFFICE OF THE SURVEYOR OF THE DISTRICT OF COLUMBIA AND THAT ALL UNITS MENTIONED ABOVE HAVE
BEEN SUBSTANTIALLY COMPLETED AND THAT THE PLAT AND PLANS OF CONDOMINIUM SUBDIVISION COMPLY WITH
THE PROVISIONS OF THE CONDOMINIUM ACT OF 1976, D.C. LAW 1-80, AS AMENDED.

DATE _____

WARREN L. MEEKINS
PROFESSIONAL ENGINEER # 7320

**CERTIFICATION OF DEPARTMENT
OF FINANCE AND REVENUE**

DEPARTMENT OF FINANCE AND REVENUE _____, 19____
OWNERSHIP CORRECT ACCORDING TO
RECORDS OF THIS OFFICE _____
GENERAL TAXES PAID TO _____
NO UNPAID APPEALS _____
NO UNPAID SPECIAL ASSESSMENTS _____

ASSESSMENTS ADMINISTRATION

ATTEST: I ACKNOWLEDGE THAT THIS IS NOT A
TAX CERTIFICATION AS INTENDED
BY D.C. CODE SECTION 47-405
FOR: OWNER
AGENT

**CERTIFICATION OF DEPARTMENT
OF CONSUMER AND REGULATORY
AFFAIRS**

DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS

_____, 19____

I HEREBY CERTIFY THAT THIS SUBDIVISION COMPLIES WITH
THE ZONING REGULATIONS OF THE DISTRICT OF COLUMBIA

ZONING: _____

ZONING ADMINISTRATOR

CERTIFICATION OF OFFICE OF THE SURVEYOR

OFFICE OF THE SURVEYOR, D.C.

_____, 19____

THIS PLAT AND PLANS ARE ACCEPTED FOR RECORDATION IN ACCORDANCE
WITH THE CONDOMINIUM ACT OF 1976 TECHNICAL AND CLARIFYING AMENDMENT ACT
D.C. LAW 1-82

SURVEY, PLAT AND PLANS BY:

W.L. MEEKINS, INC.

REGISTERED LAND SURVEYOR # 2134

3101 MITCHELL ROAD

FORESTVILLE, MARYLAND 20747

730-7113 730-5304 730-5300 730-0387

_____, SURVEYOR, D.C.

SHEET 1 OF 5

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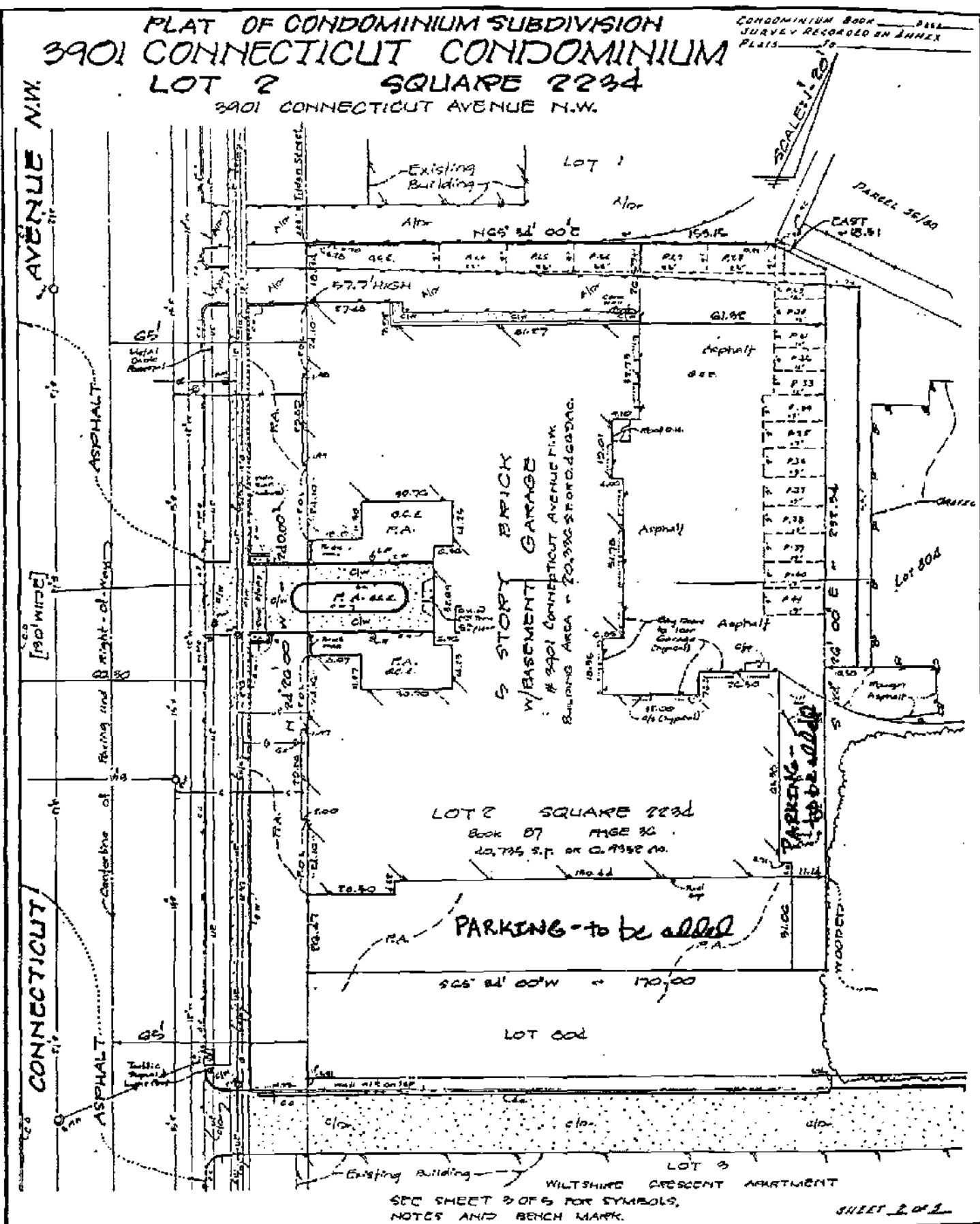
Order Date: 10-08-2019

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PLAT OF CONDOMINIUM SUBDIVISION
3901 CONNECTICUT CONDOMINIUM
LOT 2 SQUARE 2234
 3901 CONNECTICUT AVENUE N.W.

CONDOMINIUM BOOK PAGE
 SURVEY RECORDED IN ANNEX
 PLATS 79



Order: 3HH97QX9D

Address: 3901 Connecticut Ave NW Apt 308

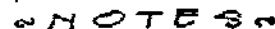
Order Date: 10-08-2019

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CONDOMINIUM BOOK _____ PAGE _____
SURVEY RECORDED ON ANNE-
PLATS _____ TO _____

— S —	Sewer Main
— W —	Water Main
— G —	Gas Main
— U —	Underground Electric
— G & E	Pencasing
RM	Peepco (Electric) Manhole
WM	Water Manhole
G.C. & L.A.	Gas Cap & Light Pole
C.W. & M.	Concrete Walk & Concrete Wall
C.W. & M.	Concrete Ramp & Sewer Manhole
M.A. & O.H.	Planted Area Overhang
A.D.R.	Asphalt Drive
C.D.R.	Concrete Drive
F.O.L.	Floor Of Wall on Line
C.C. & M.R.S.	Concrete Curb & No Parking Sign
S.P.O. & A.C.	Square Foot or Acres
G.C.E.	General Common Element
L.C.E.	Limited Common Element
M. & D.	Entrance Door
P.L.E.L.	Parking Spaces
C.L.E.L.	Floor Elevation
C.E.	Ceiling Elevation
C.S.	Concrete Slab
A.D.R.	Air Duct (G.C.E.)



1. All Unit dimensions shown were measured to finished walls, floors and ceilings.
2. Elevations based on D.C. Department of Public Works datum.

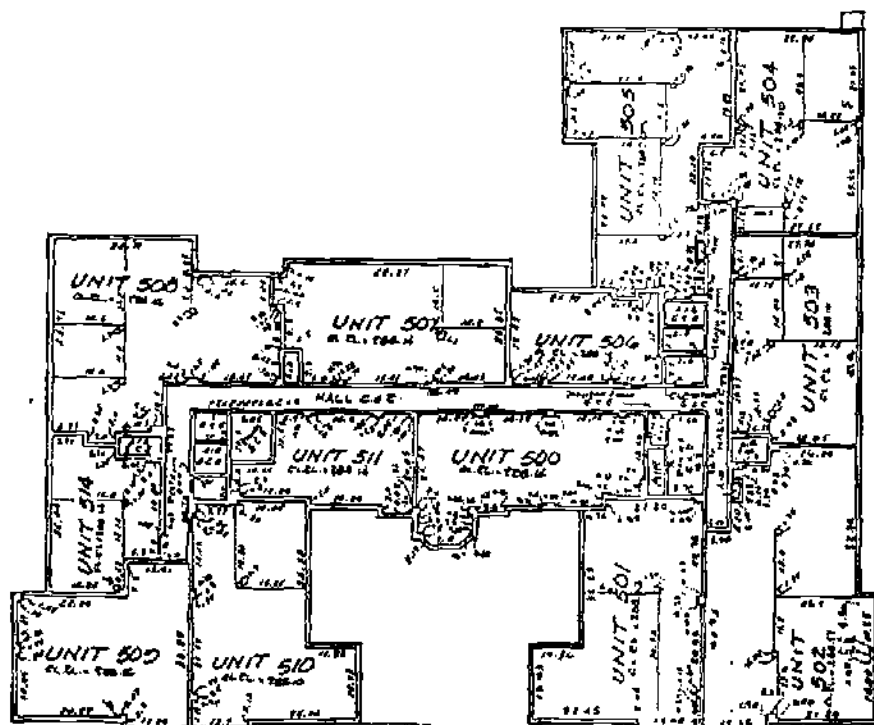


Fire Station No. 28 on Connecticut Avenue N.W. in
the front wall of north of the Southwest corner of
the building and about 6' above ground.
Elevation = 210.13 [Standard One Hundred Fathoms]
Field Book 79-2, Page 26. Map No. G-11440
Per D.C. Department of Public Works
Datum.

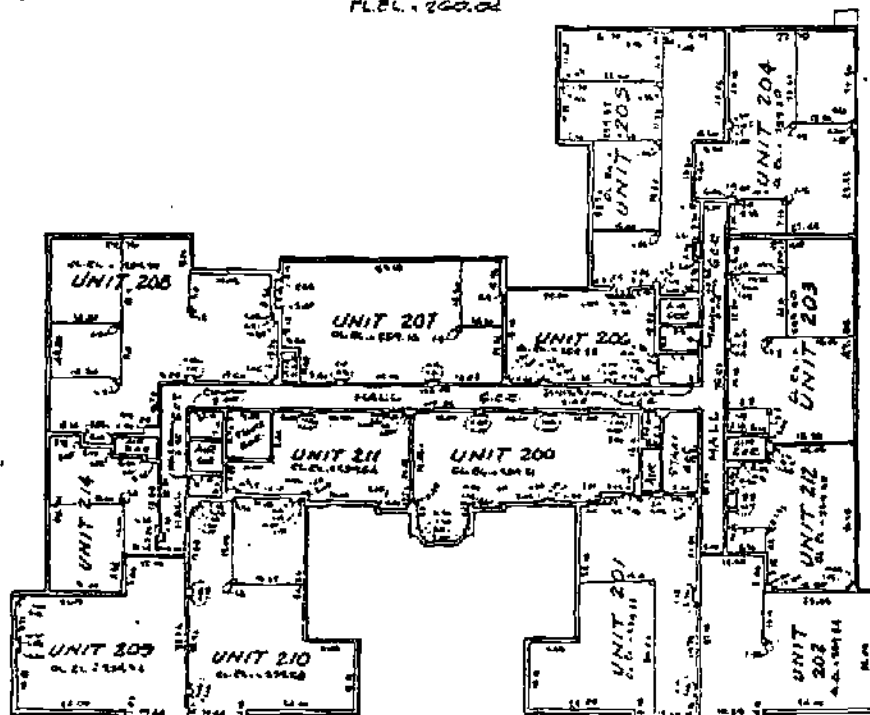
SHEET 5 OF 5

PLAN OF CONDOMINIUM SUBDIVISION
 3901 CONNECTICUT CONDOMINIUM
 LOT 2 SQUARE 2234
 3901 CONNECTICUT AVENUE N.W.

CONDOMINIUM BOOK PAGE
 SURVEY RECORDED ON ANNEX
 FLATS TO



3RD FLOOR
 F.L.C. 2200.02



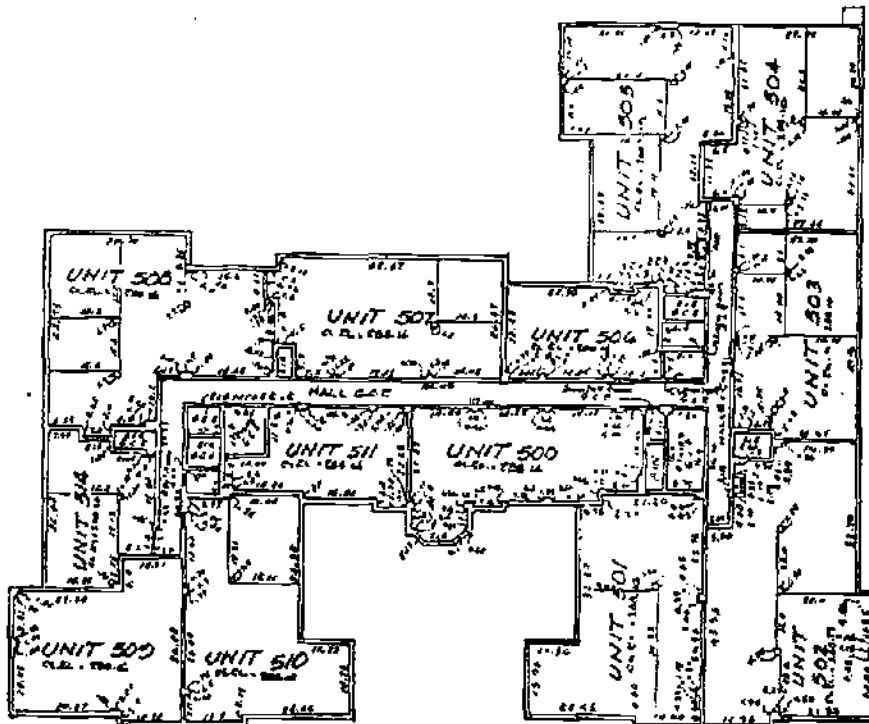
2ND FLOOR
 F.L.C. 2200.10

SEE SHEET 3 OF 5 FOR SYMBOLS,
 NOTES AND BENCH MARK.

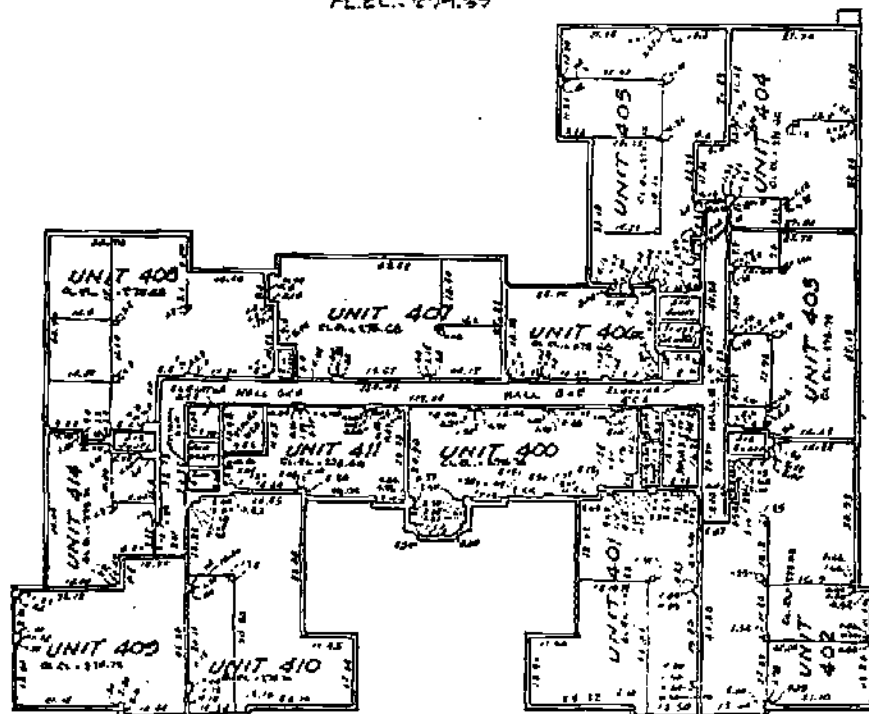
SHEET 4 OF 5

PLAN OF CONDOMINIUM SUBDIVISION
 3901 CONNECTICUT CONDOMINIUM
 LOT 2 SQUARE 2234
 3901 CONNECTICUT AVENUE N.W.

CONDOMINIUM BOOK _____ PAGE _____
 SURVEY RECORDED ON ANNEX _____
 PLAT 2 TO _____



5TH FLOOR
 FL. EL. - 279.37



4TH FLOOR
 FL. EL. - 269.72

SEE SHEET 3 OF 5 FOR SYMBOLS,
 NOTES AND BENCH MARK.

SHEET 5 OF 5

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Reserve Report
3901 Connecticut Avenue Condominium

Order: 3HH97QX9D
Address: 3901 Connecticut Ave NW Apt 308
Order Date: 10-08-2019
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REPAIR & REPLACEMENT RESERVE REPORT

***3901 CONNECTICUT AVENUE
Washington, DC***

***Prepared For:
Board of Directors,
3901 Connecticut Avenue
c/o: Mr. David Burka
Delbe Real Estate
5125 MacArthur Blvd NW, Suite 430
Washington, DC 20016***

Project #308080

DATE OF FINAL REPORT: MARCH 19, 2009

***Prepared by:

PROPERTY DIAGNOSTICS, INC.
P.O. Box 3453
Crofton, Maryland 21114***

Order: 311197QX9D

Address: 3901 Connecticut Ave NW Apt 308

Order Date: 10-08-2019

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3901 CONNECTICUT AVENUE

EXECUTIVE STATEMENT

This Repair and Replacement Reserve Schedule Report has been developed for the 3901 Connecticut Avenue, Board of Directors, for the specific purpose of reviewing the major components and developing a Repair and Replacement Reserve Schedule based on our research and observation of the property. Our report contains two different methods of reserve analysis. The first section presents the Component Method and the second section presents the Cash Flow Method.

The analysis for both methods involved visits to the property with a walk-through of all accessible common areas of the site. Specific areas included the grounds, walkways, roofing, building exterior, mechanical, plumbing and electrical equipment, and interior common spaces.

The examination was made following generally accepted visual inspection standards and did not include testing of any equipment or physical conditions, unless specific reference is made to such testing. Unless otherwise stated, we have reported only on those items that we were able to observe visually. The inspection did not include removing portions of construction in order to expose concealed conditions. The report is intended to fairly present our professional opinion of the condition of the facility and the component parts to which reference is made in the report, as of the date of this inspection. The report is based upon the visual observations and information provided to us of the age, materials, equipment, and construction techniques that were used subject to the qualifications expressed in this report.

Based on the findings in each of the specific areas reviewed, professional judgment was used in forecasting the remaining life expectancy of the systems and components scheduled in the body of this report. The estimated cost of each component has been identified. The same basis and judgment was used in describing any existing conditions based on estimated cost of all necessary or recommended repairs. This report, therefore, does not constitute or represent a warranty of the property's condition and should not be viewed as such. Rather, the report reflects our professional opinion based on the methodology specified above.

PROPERTY DIAGNOSTICS, INC.

William D. Grimes
President

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I. COMPONENT METHOD

The Chart of Repair & Replacement Reserves is a compilation of architectural, structural, mechanical, and electrical elements, which represent estimated replacement and/or major repair items and their present day dollar value.

The charting of items identifies and quantifies the component items, the estimated cost to repair or replace those items, and the target date with which those repairs or replacements are projected to take place. The annual contribution is the total cost for repair or replacement, divided by the repair cycle or target date. This cost has been presented in today's dollars and has not been extrapolated to a future date. *Note: Monies escrowed for future repairs or replacement earns interest, which offsets additional costs caused by inflation.*

The chart delineates Reserve/Replacement items. Some items of work or systems must be totally replaced in a given year. However, many of the items, in practice, will be repaired or replaced in phases. An example would be a reserve figure to replace concrete walls shown as a total amount to be spent in ten years; in reality sectional replacement is likely.

Items listed in the Reserve/Replacement column are intended solely as conceptual estimates and overview of the project's physical facilities, and do not represent detailed estimates of system(s) based upon bid documents or other detailed engineering or architectural analysis or physical surveys.

Column #1, entitled "Item", is a brief identification of site components. For a more detailed explanation of the work task, see the narrative description of work items that follows each categorical chart. The description is an explanation of the logic involved in the preparation of the estimated costs for repair or replacement.

Column #2, entitled "Quantity", refers to the quantity of a material or system furnished and installed. Following the quantity is a unit's abbreviation, which is as follows:

Ea = Each or portion of total system.

SQ = Square of roof or 100 S.F.

SF = Square Foot

LF = Linear Foot

SY = Square Yard

LS = Lump Sum-Total costs of those items required to make the description (task) operational when finite quantities are not defined.

Lot = Entire system where quantities are not defined or are inter-dependent.

Unit = Each or portion of total system.

Sys = Mechanical system complete, including attendant mechanical work to make system function.

LOB = Life of Building

Column #3, entitled "Normal Useful Life", this figure represents a conceptual number of years, which a given item or system can be expected to last at the time of installation. This figure is derived by using professional judgment and through observations made in the field.

Column #4, entitled "Estimated Remaining Life", this figure represents the estimated time that an existing item or system can be expected to remain useful. This figure is derived by using professional judgment where items or systems show unusual wear or unusual preservation, or if the items are new by subtracting actual age of the existing item or system from the "Normal Useful Life".

Column #5, entitled "Current Replacement Cost", reflects the estimated cost to replace and install an item or system or to perform the described work task. This figure is calculated using industry-accepted standards, comparing various industry sources and using professional judgment. Property Diagnostics, Inc. refers to Means price guides, Dodge price guides, and our in-house database. These figures are for conceptual purposes only and are not based upon detailed engineering or architectural analysis, bid documents, or detailed physical surveys.

Column #6, entitled "Current Fund", reflects monies presently assigned to replacement of the indicated system or item in the Replacement Reserve Fund. This figure is derived by those parties responsible for allocating funds or by Property Diagnostics, Inc. as directed by those responsible parties.

Column #7, entitled "Required Fund", represents those funds required to reach the Current Replacement Cost. The figure is calculated using the "Current Replacement Cost" less the "Current Fund".

Column #8, entitled "Annual Contribution", reflects those monies that should be set aside on an annual basis in order to have the item or system fully funded at completion of the expected useful life period. This figure is calculated by dividing the "Required Fund" by the "Estimated Remaining Life".

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3901 CONNECTICUT AVENUE REPAIR AND REPLACEMENT RESERVE - SUMMARY PROPERTY DIAGNOSTICS, INC.				
ITEM	CURRENT REPLACEMENT COST	CURRENT FUND	REQUIRED	ANNUAL CONTRIBUTION
A. Architectural Grounds	\$44,403.00	\$2,553.60	\$41,849.40	\$2,376.28
B. Building Envelope	1,345,088.00	87,035.71	1,258,052.29	122,611.19
C. Building Interior	110,334.00	4,199.61	106,134.39	20,425.04
D. Mechanical/Plumbing	1,016,050.00	191,211.08	824,838.92	30,902.35
E. Electrical	110,620.00	0.00	110,620.00	8,188.63
TOTAL:	\$2,626,495.00	\$285,000.00	\$2,341,495.00	\$184,503.48

3901 CONNECTICUT AVENUE REPAIR AND REPLACEMENT RESERVES - ARCHITECTURAL GROUNDS PROPERTY DIAGNOSTICS, INC.							
ITEM	QUANTITY	NORMAL USEFUL LIFE (Years)	ESTIMATED REMAINING LIFE	CURRENT REPLACEMENT COST	CURRENT FUND	REQUIRED FUND	ANNUAL CONTRIBUTION
1. Asphalt	1,110 SY	20	10	\$12,545.00	\$0.00	\$12,545.00	\$1,254.50
2. Concrete Walkway	320 SF	50	20	2,720.00	1,632.00	1,088.00	54.40
3. Concrete Retaining Curb	512 LF	50	45	9,216.00	921.60	8,294.40	184.32
4. Patio & Stairs (Concrete Pavers)	1,038 SF	50	45	9,082.00	0.00	9,082.00	201.82
5. Brick Planters	2 ea	50	10	1,040.00	0.00	1,040.00	104.00
6. Metal Benches	2 ea	50	41	1,800.00	0.00	1,800.00	43.90
7. Pre-fab Concrete Retaining Wall	130 SF	30	15	8,000.00	0.00	8,000.00	533.33
TOTAL:				\$44,403.00	\$2,553.60	\$41,849.40	\$2,376.28

A. REPAIR & REPLACEMENT RESERVE - ARCHITECTURAL GROUNDS

Item Number	Description
1. Asphalt	The estimated replacement cost in the asphalt section represents the cost to remove all loose materials from existing surfaces, and repair alligating and potholes. Deteriorated areas should be removed with a minimum of a 4" base to reach firm support. The removed areas should extend at least 1' into good pavement outside the damaged areas. It is anticipated that approximately 10% of the loose asphalt material will require this type of removal; holes will require being back-filled with dense graded hot asphalt plant mix; and a topcoat will be required to be applied to vertical surfaces. Large cracks will be cleaned and filled with fine sand and asphalt mix. After all surfaces are prepared, a new application of 2" asphalt topping should be applied.
2. Concrete Walkway	The estimated replacement cost for concrete walks includes removal of the existing concrete and replacement of new concrete. New concrete will be reinforced with a rebar material and rated for 3,000 psi. The concrete line item replacement fund should be considered a draw fund. Concrete never requires full replacement at one time. However, it does require sectional replacement. Over the life span of the concrete, it is anticipated that all concrete will be renewed at least once.
3. Concrete Retaining Curb	The estimated replacement cost for concrete curbs includes removal of the existing concrete and replacement of new concrete. New concrete will be reinforced with a rebar material and rated for 3,000 psi. The concrete line item replacement fund should be considered a draw fund. Concrete never requires full replacement at one time. However, it does require sectional replacement. Over the life span of the concrete, it is anticipated that all concrete will be renewed at least once.

A. REPAIR & REPLACEMENT RESERVE - ARCHITECTURAL GROUNDS

Item Number	Description
4. Patio & Stairs (Concrete Pavers)	Over time, pavers will become damaged and require replacement. This is mainly due to weather conditions and, in some cases, abusive use. The replacement cost is for the replacement of existing pavers with new pavers as needed. This would be considered a draw fund and, over the duration of the normal useful life, the pavers should require replacement at least once.
5. Brick Planters	Replacement planters are to match the existing planters in composition and color. The estimate anticipates setting of planters to match current finishes.
6. Metal Benches	The estimated replacement cost is for the replacement of the existing decorative metal park benches with new benches of similar style and material.
7. Pre-fab Concrete Retaining Wall	The concrete walls should never require full replacement. The estimated replacement cost is for the repair and restoration of the walls when needed. It is anticipated that a percentage of blocks will have to be replaced in the reserve time frame as well as some reconstruction.

3901 CONNECTICUT AVENUE REPAIR & REPLACEMENT RESERVES - BUILDING ENVELOPE PROPERTY DIAGNOSTICS, INC.							
ITEM	QUANTITY	NORMAL USEFUL LIFE (Years)	ESTIMATED REMAINING LIFE	CURRENT REPLACEMENT COST	CURRENT FUND	REQUIRED FUND	ANNUAL CONTRIBUTION
1. Roof	12,925 SF	20	8	\$139,590.00	\$0.00	\$139,590.00	\$17,448.75
2. Painting (Roof)	12,925 SF	7	2	16,850.00	12,035.71	4,814.29	2,407.15
3. Brick Pointing	46,560 SF	50	8	120,474.00	0.00	120,474.00	15,059.25
4. Windows	834 ea	40	32	625,500.00	0.00	625,500.00	19,546.88
5. Windowsills	839 ea	50	15	151,020.00	0.00	151,020.00	10,068.00
6. Garage Doors (Wood Panel)	1 ea	40	15	1,200.00	0.00	1,200.00	80.00
7. Painting (Brick)	2,840 SF	12	6	2,726.00	0.00	2,726.00	454.33
8. Painting (Windows)	Lot	12	1	75,000.00	75,000.00	0.00	0.00
9. Wall (Coating)	6,120 SF	25	12	53,450.00	0.00	53,450.00	4,454.17
10. Caulking	Lot	10	3	109,278.00	0.00	109,278.00	36,426.00
11. Exterior Painting	Lot	12	3	50,000.00	0.00	50,000.00	16,666.67
TOTAL:				\$1,345,088.00	\$87,035.71	\$1,258,052.29	\$122,611.19

B. REPAIR & REPLACEMENT RESERVE – BUILDING ENVELOPE

Item Number	Description
1. Roof	It is considered that by the end of a normal useful life span, the building will consider a major renewal of the roof system. The scope of work includes the removal of the existing materials and the installation of a new roof system.
2. Painting (Roof)	The estimated cost given is for the application of a single coat of ultraviolet resistant, reflective roof paint, with minimal surface preparations.
3. Brick Pointing	The current replacement cost reflects the estimated repair scope at the end of the normal useful life. The building will require joint mortar restoration by applying new mortar materials in deteriorated joints. This cost figure is based on the anticipation of normal deterioration and proper maintenance. Future point up requirements will vary given the age of the mortar at the time of the first point up.
4. Windows	The estimated replacement cost of windows is for the replacement of the existing windows with new windows of similar design and quality.
5. Windowsills	The building has windowsills. The reserve figure is for the replacement of these stone sills when needed as anticipated on our reserve. New sills will be matching stone. Full replacement is not anticipated. As such, this component fund should be viewed as a draw fund to complete repairs when needed. The replacement cost is based on 35% of sills requiring replacement over the given time period.
6. Garage Doors (Wood Panel)	The building has a number of wood panel garage doors. The doors are beyond the normal, anticipated useful life; however, the doors have been very well maintained and if maintained similarly in the future can last almost indefinitely. The cost given is based on repairs being made to the existing doors rather than full replacement. This line item should be viewed as a draw fund to make repairs over the given time period.

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B. REPAIR & REPLACEMENT RESERVE – BUILDING ENVELOPE

Item Number	Description
7. Painting (Brick)	The cost given is to repaint brick on the rear of the building. The cost anticipates that loose paint will be removed and wire brushed, spot primer will be applied, and a new finish coat will be applied.
8. Painting (Windows)	The cost given for painting the windows includes removal of loose paint on the outer frames and pilasters, preparation of the surfaces and application of a coat of primer, and a single coat of finish paint. It is suggested that window painting and other painting activities be completed on the same cycle realize cost savings with scaffolding and logistics.
9. Wall (Coating)	The estimated replacement cost for parged walls is for the replacement of the cementitious materials applied to a number of the window tiers.
10. Caulking	The estimated replacement cost for caulking is for replacement of caulking around windows, doors and building joints. The caulking replacement cost anticipates full removal of the existing caulking, removal of backer rod material, and installation of new materials.
11. Exterior Painting	The estimated replacement cost for exterior painting is based on replacement of the existing paint and finish on the exterior windows, building trim and metal work with a single coat of exterior paint.

3901 CONNECTICUT AVENUE REPAIR AND REPLACEMENT RESERVE - BUILDING INTERIOR PROPERTY DIAGNOSTICS, INC.							
ITEM	QUANTITY	NORMAL USEFUL LIFE (Years)	ESTIMATED REMAINING LIFE	CURRENT REPLACEMENT COST	CURRENT FUND	REQUIRED FUND	ANNUAL CONTRIBUTION
1. Paint (Lobby)	5,034 SF	12	6	\$4,800.00	\$0.00	\$4,800.00	\$800.00
2. Paint (Garage)	6,974 SF	16	5	8,077.00	0.00	8,077.00	1,615.40
3. Paint (Halls)	15,943 SF	8	4	17,527.00	0.00	17,527.00	4,381.75
4. Paint (Stairs)	8,110 SF	12	4	9,650.00	0.00	9,650.00	2,412.50
5. Paint (Basement)	9,192 SF	12	10	5,985.00	0.00	5,985.00	598.50
6. Floor (Stone)	1,410 SF	15	11	2,961.00	0.00	2,961.00	269.18
7. Floor (Garage)	4,634 SF	50	20	8,200.00	0.00	8,200.00	410.00
8. Floor (Vinyl Tile)	822 SF	20	14	1,920.00	0.00	1,920.00	137.14
9. Floor (Terrazzo)	378 SF	15	10	982.00	0.00	982.00	98.20
10. Floor (Carpeting)	5,460 SF	12	3	22,932.00	4,199.61	18,732.39	6,244.13
11. Mailboxes	70 ea	40	31	7,700.00	0.00	7,700.00	248.39
12. Cove Base	320 LF	20	11	750.00	0.00	750.00	68.18
13. Lobby Renovations	Lot	12	6	18,000.00	0.00	18,000.00	3,000.00
14. Suspended Ceiling Tile	1,357 SF	12	6	850.00	0.00	850.00	141.67
TOTAL:				\$110,334.00	\$4,199.61	\$106,134.39	\$20,425.04

C. REPAIR & REPLACEMENT RESERVE – BUILDING INTERIOR

Item Number	Description
1. Paint (Lobby)	Painting for the lobby includes wall and ceiling areas in the lobby, attendant area, and mail areas. The estimated cost reflects the cost to replace the existing finish with a new single coat of paint.
2. Paint (Garage)	Painting for the garage includes the wall and ceiling areas of the large multi tenant garage. The estimated cost reflects the cost to replace the existing finish with a new single coat of paint.
3. Paint (Halls)	Painting for halls includes the main hallways and associated storage rooms. The estimated cost reflects the cost to replace the existing finish with a new single coat of paint.
4. Paint (Stairs)	Painting for stairs includes the wall, ceiling and floors in the stairwell areas. The estimated cost reflects the cost to replace the existing finish with a new single coat of paint.
5. Paint (Basement)	Painting for basement includes the hall, corridors, laundry room, bike room, and associated rooms. The estimated cost reflects the cost to replace the existing finish with a new single coat of paint.
6. Floor (Stone)	Stone flooring is expected to last the life of the building. The estimated replacement cost for stone flooring is to clean, repair, and re-seal the flooring within the given time period.
7. Floor (Garage)	Concrete in parking garages should never require full replacement if properly maintained. The estimated replacement cost is for the repair and patching of the concrete during the remaining life. Repairs would include restoration of the concrete surfaces and minor repairs of other features. The estimate is based on approximately 25% of the surfaces needing repairs.
8. Floor (Vinyl Tile)	The estimated replacement cost is for the replacement of the existing vinyl tile floor with new decorative materials of similar style and quality.

C. REPAIR & REPLACEMENT RESERVE – BUILDING INTERIOR

Item Number	Description
9. Floor (Terrazzo)	Terrazzo flooring is expected to last the life of the building. The estimated replacement cost for terrazzo flooring is to clean, repair, and re-seal the flooring within the given time period.
10. Floor (Carpeting)	The estimated replacement cost for the carpeting is based on the replacement of the existing carpeting with new carpeting of similar style and quality. It is anticipated that at the time of replacement, the existing materials will be removed from the structure and new materials will have proper fire rating.
11. Mailboxes	The estimated replacement cost is for the replacement of the existing mailboxes with new mailboxes of similar style and quality.
12. Cove Base	The estimated replacement cost for cove base is to remove and replace the existing cove base with new, similar materials.
13. Lobby Renovations	Main lobby renovations anticipate the remodeling of the lobby area. Remodeling of lobbies is a subjective number based on the intent of the building owners to maintain the existing quality or upgrade. The estimated replacement cost anticipates the replacement of existing finishes and furnishings with new finishes and furnishing of similar style and quality while retaining the more durable items.
14. Suspended Ceiling Tile	The estimated replacement cost for suspended ceiling tile is for the replacement of the existing ceiling tile with new materials of similar style and quality.

3901 CONNECTICUT AVENUE REPAIR & REPLACEMENT RESERVES - MECHANICAL/PLUMBING PROPERTY DIAGNOSTICS, INC.							
ITEM	QUANTITY	NORMAL USEFUL LIFE (Years)	ESTIMATED REMAINING LIFE	CURRENT REPLACEMENT COST	CURRENT FUND	REQUIRED FUND	ANNUAL CONTRIBUTION
1. Emergency Generator	1 ea	25	16	\$26,450.00	\$0.00	\$26,450.00	\$1,653.13
2. Water Heater #1	1 ea	12	7	12,000.00	0.00	12,000.00	1,714.29
3. Water Heater #2	1 ea	12	3	12,000.00	9,000.00	3,000.00	1,000.00
4. Boiler #1	1 ea	40	20	52,000.00	0.00	52,000.00	2,600.00
5. Fuel Oil Tank #1	1 ea	50	41	26,000.00	0.00	26,000.00	634.15
6. Fuel Oil Tank #2	1 ea	50	41	1,200.00	0.00	1,200.00	29.27
7. Sump Pump	1 ea	25	16	3,800.00	0.00	3,800.00	237.50
8. Garage Door Opener & Controls	1 ea	20	11	2,300.00	0.00	2,300.00	209.09
9. Natural Gas Piping	Lot	60	43	79,200.00	0.00	79,200.00	1,841.86
10. Domestic Piping	Lot	45	28	196,000.00	74,044.44	121,955.56	4,355.56
11. Sanitary Piping	Lot	60	35	154,000.00	64,166.65	89,833.35	2,566.67
12. Heating Piping	Lot	45	21	165,000.00	43,999.99	121,000.01	5,761.91
13. Air Conditioning Unit (Lobby)	1 ea	18	9	6,800.00	0.00	6,800.00	755.56
14. Air Conditioning Unit (Elevator Rooms)	2 ea	15	6	1,650.00	0.00	1,650.00	275.00
15. Air Conditioning Unit (Laundry)	2 ea	15	13	1,650.00	0.00	1,650.00	126.92
16. Elevators	2 ea	50	41	260,000.00	0.00	260,000.00	6,341.46
17. Pumps	4 ea	35	20	16,000.00	0.00	16,000.00	800.00
TOTAL:				\$1,016,050.00	\$191,211.08	\$824,838.92	\$30,902.35

D. REPAIR & REPLACEMENT RESERVE – MECHANICAL/PLUMBING

Item Number	Description
1. Emergency Generator	The estimated replacement cost for the emergency generator is for replacement of the existing emergency generator with a new gas-fired emergency generator of similar style and quality.
2. Water Heater #1	The estimated replacement cost for hot water heater is based on the anticipated cost required to update the hot water heating system with a new system to properly handle the building load.
3. Water Heater #2	The estimated replacement cost for hot water heater is based on the anticipated cost required to update the hot water heating system with a new system to properly handle the building load.
4. Boiler #1	The estimated replacement cost is for replacement of the existing boiler with a new boiler of similar design capable of carrying the building load. The estimated cost includes the related piping, valve and flue work necessary to install the boiler.
5. Fuel Oil Tank #1	The estimated replacement cost is for the replacement of the existing oil tank with a new tank of similar capacity. It is anticipated that the new oil tank will meet all current codes.
6. Fuel Oil Tank #2	The estimated replacement cost is for the replacement of the existing oil tank with a new tank of similar capacity. It is anticipated that the new oil tank will meet all current codes.
7. Sump Pump	The replacement cost for the sump pumps is based on replacement of the existing pumps, necessary piping, and related valves for the installation of the new pumps.
8. Garage Door Opener & Controls	The building is equipped with an automatic garage door. The estimated replacement cost is for the replacement of the existing garage door opener and controls with a new, similar unit.

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D. REPAIR & REPLACEMENT RESERVE – MECHANICAL/PLUMBING

Item Number	Description
9. Natural Gas Piping	The estimated replacement cost of the gas piping is based on replacement of the existing piping with new piping. It is not intended to be replaced at one time. We recommend that this be considered a draw fund and, as repairs are made, the reserve should be drawn on.
10. Domestic Piping	The estimated replacement cost of the domestic piping is based on replacement of the existing piping with new piping. It is not intended to be replaced at one time. We recommend that this be considered a draw fund and, as repairs are made, the reserve should be drawn on.
11. Sanitary Piping	The estimated replacement cost of the sanitary piping is based on replacement of the existing piping with new piping. It is not intended to be replaced at one time. We recommend that this be considered a draw fund and, as repairs are made, the reserve should be drawn on.
12. Heating Piping	The replacement cost considers that throughout the period of the remaining life of the pipe, replacement and defective sections will require replacement. It is not considered that all heat piping will be replaced at one time, and therefore the reserve should be considered a draw reserve. As sections of pipe are needed, new piping should be installed. New piping is anticipated to be of similar quality and grade of the existing piping.
13. Air Conditioning Unit (Lobby)	The estimated replacement cost for the air conditioning unit is for the replacement of the existing air conditioning unit with a new unit of similar size and load demand.
14. Air Conditioning Unit (Elevator Rooms)	The estimated replacement cost for the air conditioning unit is for the replacement of the existing air conditioning unit with a new unit of similar size and load demand.

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D. REPAIR & REPLACEMENT RESERVE – MECHANICAL/PLUMBING

Item Number	Description
15. Air Conditioning Unit (Laundry)	The estimated replacement cost for the air conditioning unit is for the replacement of the existing air conditioning unit with a new unit of similar size and load demand.
16. Elevators	The estimated replacement cost for the elevators includes the restoration of the elevator cabs to include car and floor buttons, as well as the guide rollers, control cabinet and motor system.
17. Pumps	The estimated replacement cost is to install new pumps servicing the hydraulic system. The new pumps would be base mounts centrifugal pumps and of equal load capacity. The estimated replacement cost includes the necessary switchgear, piping, and valve changes for the installation of the new pumps.

3901 CONNECTICUT AVENUE REPAIR AND REPLACEMENT RESERVES - ELECTRICAL PROPERTY DIAGNOSTICS, INC.							
ITEM	QUANTITY	NORMAL USEFUL LIFE (Years)	ESTIMATED REMAINING LIFE	CURRENT REPLACEMENT COST	CURRENT FUND	REQUIRED FUND	ANNUAL CONTRIBUTION
1. Exterior Pole Lights	2 ea	25	16	\$1,900.00	\$0.00	\$1,900.00	\$118.75
2. Exterior Lighting	14 ea	25	10	3,500.00	0.00	3,500.00	350.00
3. Interior Lighting	200 ea	25	16	40,520.00	0.00	40,520.00	2,532.50
4. Entry System	Lot	18	9	5,200.00	0.00	5,200.00	577.78
5. Fire Enunciator Panel	Lot	25	16	23,450.00	0.00	23,450.00	1,465.63
6. Main Switchgear	Lot	45	10	26,000.00	0.00	26,000.00	2,600.00
7. Sub-panels	Lot	45	39	6,200.00	0.00	6,200.00	158.97
8. Lighted Exit Signs	22 ea	25	10	3,850.00	0.00	3,850.00	385.00
TOTAL:				\$110,620.00	\$0.00	\$110,620.00	\$8,188.63

E. REPAIR & REPLACEMENT RESERVE – BUILDING ELECTRICAL

Item Number	Description
1. Exterior Pole Lights	The estimated replacement cost for the exterior pole lighting is for the replacement of the existing pole lighting with new lighting fixtures of similar style and quality.
2. Exterior Lighting	The estimated replacement cost for exterior lighting is based on the replacement of existing lighting fixtures with similar fixtures. The exterior fixtures varied with some having been recently installed, while others are at the end of the expected useful life. The remaining useful life has been averaged to reflect this diversity.
3. Interior Lighting	The estimated replacement cost for interior lighting is based on the replacement of existing lighting fixtures with similar fixtures. The interior fixtures varied with some having been recently installed, while others are at the end of the expected useful life. The remaining useful life has been averaged to reflect this diversity.
4. Entry System	The estimated replacement cost for entry system includes the replacement of the main panel at the front entrance with a similar system.
5. Fire Enunciator Panel	The estimated replacement cost for fire enunciator reflects the cost to replace the existing fire enunciator with a new fire enunciator of equal capacity.
6. Main Switchgear	The estimated replacement cost is for the replacement of the existing main switchgear with new switchgear of equal ratings and load capacity.
7. Sub-panels	The estimated replacement cost is for the replacement of electrical sub-panels.
8. Lighted Exit Signs	The estimated replacement cost is for the replacement of the existing lighted exit signs with new signs of similar design.

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II. CASH FLOW METHOD

The Cash Flow Method incorporates the repair and replacement needs of the property over the next thirty years, to include anticipated repair/replacement of components and materials that are performed sectionally. A percentage of these items are ascribed to the Cash Flow Chart throughout the thirty-year chart. The Cash Flow Method allows the property owners to reserve funds to maintain the property based on the limited estimated requirements over the next thirty years.

The Cash Flow Section of the report extrapolates requirements stated in the Component Method section of the report.

The Cash Flow Breakdown chart outlines the first column in years, the second column shows total expenditures for each year, column three shows the property's yearly contribution, column four shows cash on hand or total property reserve, column five shows Property Diagnostics, Inc.'s annual contribution recommendation, and column six shows cash on hand or total property reserve based on Property Diagnostics, Inc.'s recommendation. The first year of column three shows the reported current property reserve balance.

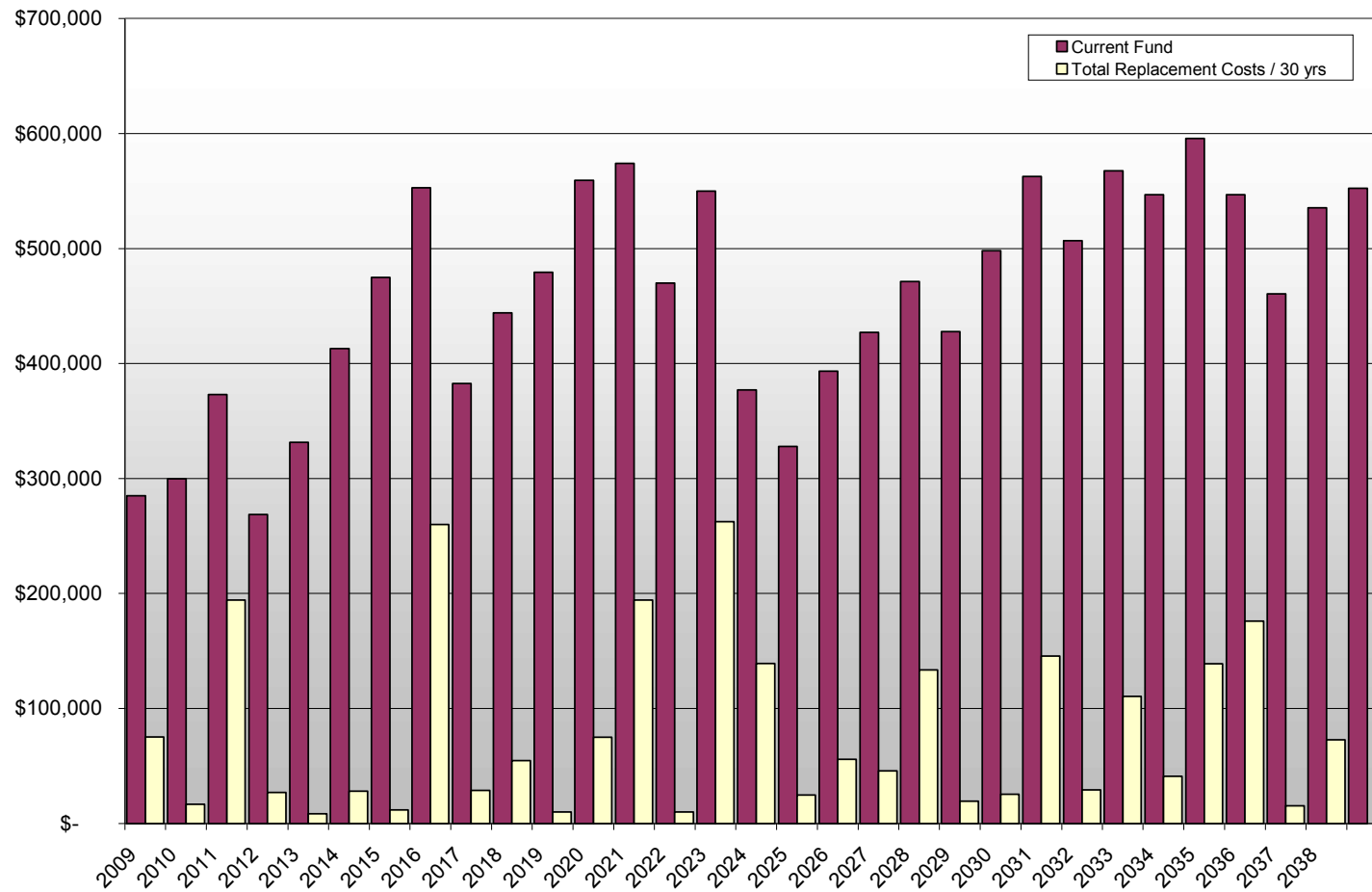
The current reserve fund given to Property Diagnostics, Inc. as of November 2008 is \$285,000. The property's annual contribution is \$90,000. The amount of funding does meet the needs for this property. Therefore, we suggest maintaining the yearly contribution to \$90,000. Based on our calculations, the property will have \$552,340 at the end of thirty years.

We recommend the property update the reserve study every three to five years. This update would readjust the reserve requirements for the property based on actual experiences and conditions.

The first bar chart shows graphically the cash expenditures and cash on hand based on property's yearly contribution. The second bar chart shows graphically the cash expenditures and cash on hand based on Property Diagnostics, Inc.'s recommendation. The following section of the report identifies specifically items to be repaired/replaced for each year and the method or component which is specified.

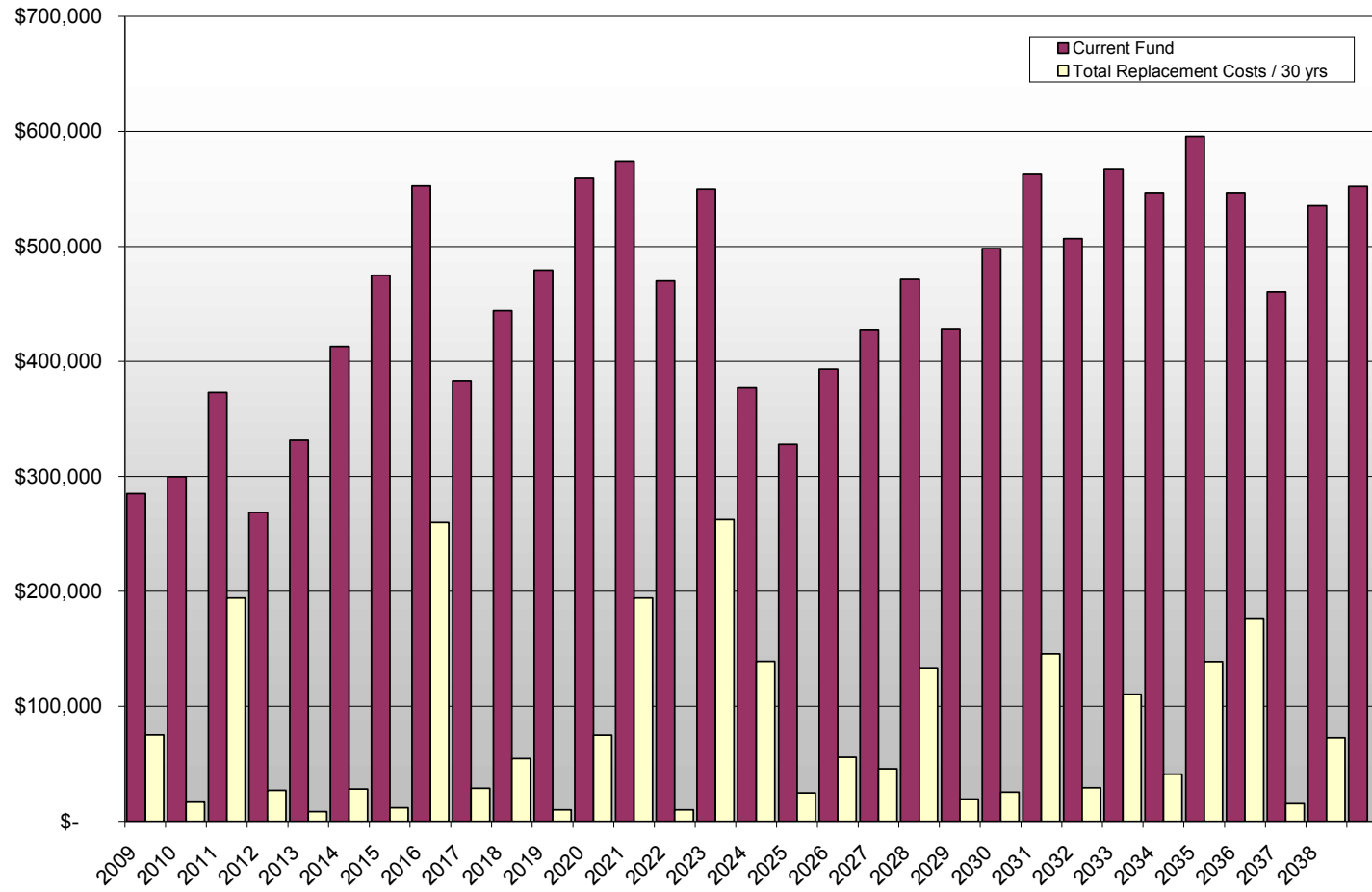
3901 CONNECTICUT AVENUE					
CASH FLOW BREAKDOWN					
Year	Total Replacement Costs / 30yrs	3901 Connecticut Avenue's Yearly Contribution	Current Fund based on 3901 Connecticut Avenue's Contribution	PDI's Yearly Contribution Recommendation	Current Fund based on PDI's Recommendation
			\$ 285,000		\$ 285,000
2009	\$ 75,282	\$ 90,000	\$ 299,718	\$ 90,000	\$ 299,718
2010	\$ 16,850	\$ 90,000	\$ 372,868	\$ 90,000	\$ 372,868
2011	\$ 194,210	\$ 90,000	\$ 268,658	\$ 90,000	\$ 268,658
2012	\$ 27,177	\$ 90,000	\$ 331,481	\$ 90,000	\$ 331,481
2013	\$ 8,598	\$ 90,000	\$ 412,883	\$ 90,000	\$ 412,883
2014	\$ 28,026	\$ 90,000	\$ 474,857	\$ 90,000	\$ 474,857
2015	\$ 12,000	\$ 90,000	\$ 552,857	\$ 90,000	\$ 552,857
2016	\$ 260,064	\$ 90,000	\$ 382,793	\$ 90,000	\$ 382,793
2017	\$ 28,850	\$ 90,000	\$ 443,943	\$ 90,000	\$ 443,943
2018	\$ 54,662	\$ 90,000	\$ 479,281	\$ 90,000	\$ 479,281
2019	\$ 10,136	\$ 90,000	\$ 559,145	\$ 90,000	\$ 559,145
2020	\$ 75,102	\$ 90,000	\$ 574,043	\$ 90,000	\$ 574,043
2021	\$ 194,178	\$ 90,000	\$ 469,865	\$ 90,000	\$ 469,865
2022	\$ 10,170	\$ 90,000	\$ 549,695	\$ 90,000	\$ 549,695
2023	\$ 262,651	\$ 90,000	\$ 377,044	\$ 90,000	\$ 377,044
2024	\$ 139,120	\$ 90,000	\$ 327,924	\$ 90,000	\$ 327,924
2025	\$ 24,750	\$ 90,000	\$ 393,174	\$ 90,000	\$ 393,174
2026	\$ 56,026	\$ 90,000	\$ 427,148	\$ 90,000	\$ 427,148
2027	\$ 45,775	\$ 90,000	\$ 471,373	\$ 90,000	\$ 471,373
2028	\$ 133,639	\$ 90,000	\$ 427,734	\$ 90,000	\$ 427,734
2029	\$ 19,527	\$ 90,000	\$ 498,207	\$ 90,000	\$ 498,207
2030	\$ 25,585	\$ 90,000	\$ 562,622	\$ 90,000	\$ 562,622
2031	\$ 145,728	\$ 90,000	\$ 506,894	\$ 90,000	\$ 506,894
2032	\$ 29,400	\$ 90,000	\$ 567,494	\$ 90,000	\$ 567,494
2033	\$ 110,708	\$ 90,000	\$ 546,786	\$ 90,000	\$ 546,786
2034	\$ 41,111	\$ 90,000	\$ 595,675	\$ 90,000	\$ 595,675
2035	\$ 138,932	\$ 90,000	\$ 546,743	\$ 90,000	\$ 546,743
2036	\$ 176,117	\$ 90,000	\$ 460,626	\$ 90,000	\$ 460,626
2037	\$ 15,400	\$ 90,000	\$ 535,226	\$ 90,000	\$ 535,226
2038	\$ 72,886	\$ 90,000	\$ 552,340	\$ 90,000	\$ 552,340

CASH FLOW BASED ON 3901 CONNECTICUT AVENUE'S YEARLY CONTRIBUTION



This is a graphical representation of annual contributions.

CASH FLOW BASED ON PDI'S RECOMMENDATION



This is a graphical representation of annual contributions.

SUMMARY OF YEARLY EXPENDITURES

Year	Item to be Replaced	Cost of Replacement
2009	Painting (Windows)	\$75,000
	Concrete Walkway – 7%	190
	Concrete Retaining Curb – 1%	92
	Total for 2009	\$75,282

SUMMARY OF YEARLY EXPENDITURES

Year	Item to be Replaced	Cost of Replacement
2010	Painting (Roof)	\$16,850
	Total for 2010	\$16,850

SUMMARY OF YEARLY EXPENDITURES

Year	Item to be Replaced	Cost of Replacement
2011	Caulking	\$109,278
	Exterior Painting	50,000
	Floor (Carpeting)	22,932
	Water Heater #2	12,000
	Total for 2011	\$194,210

SUMMARY OF YEARLY EXPENDITURES

Year	Item to be Replaced	Cost of Replacement
2012	Paint (Halls)	\$17,527
	Paint (Stairs)	9,650
	Total for 2012	\$27,177

SUMMARY OF YEARLY EXPENDITURES

Year	Item to be Replaced	Cost of Replacement
2013	Paint (Garage)	\$8,077
	Concrete Walkway – 9%	245
	Concrete Retaining Curb – 3%	276
	Total for 2013	\$8,598

SUMMARY OF YEARLY EXPENDITURES

Year	Item to be Replaced	Cost of Replacement
2014	Painting (Brick)	\$2,726
	Paint (Lobby)	4,800
	Lobby Renovations	18,000
	Suspended Ceiling Tile	850
	Air Conditioning Unit (Elevator Rooms)	1,650
	Total for 2014	\$28,026

SUMMARY OF YEARLY EXPENDITURES

Year	Item to be Replaced	Cost of Replacement
2015	Water Heater #1	\$12,000
	Total for 2015	\$12,000

SUMMARY OF YEARLY EXPENDITURES

Year	Item to be Replaced	Cost of Replacement
2016	Roof	\$139,590
	Brick Pointing	120,474
	Total for 2016	\$260,064

SUMMARY OF YEARLY EXPENDITURES

Year	Item to be Replaced	Cost of Replacement
2017	Painting (Roof)	\$16,850
	Air Conditioning Unit (Lobby)	6,800
	Entry System	5,200
	Total for 2017	\$28,850

SUMMARY OF YEARLY EXPENDITURES

Year	Item to be Replaced	Cost of Replacement
2018	Asphalt	\$12,545
	Brick Planters	1,040
	Paint (Basement)	5,985
	Floor (Terrazzo)	982
	Exterior Lighting	3,500
	Main Switchgear	26,000
	Lighted Exit Signs	3,850
	Concrete Walkway – 11%	299
	Concrete Retaining Curb – 5%	461
	Total for 2018	\$54,662

SUMMARY OF YEARLY EXPENDITURES

Year	Item to be Replaced	Cost of Replacement
2019	Floor (Stone)	\$2,961
	Cove Base	750
	Garage Door Opener & Controls	2,300
	Heat Piping – 2.5%	4,125
	Total for 2019	\$10,136

SUMMARY OF YEARLY EXPENDITURES

Year	Item to be Replaced	Cost of Replacement
2020	Wall (Coating)	\$53,450
	Paint (Halls)	17,527
	Heat Piping – 2.5%	4,125
	Total for 2020	\$75,102

SUMMARY OF YEARLY EXPENDITURES

Year	Item to be Replaced	Cost of Replacement
2021	Painting (Windows)	\$75,000
	Caulking	109,278
	Air Conditioning Unit (Laundry)	1,650
	Heat Piping – 5%	8,250
	Total for 2021	\$194,178

SUMMARY OF YEARLY EXPENDITURES

Year	Item to be Replaced	Cost of Replacement
2022	Floor (Vinyl Tile)	\$1,920
	Heat Piping – 5%	8,250
	Total for 2022	\$10,170

SUMMARY OF YEARLY EXPENDITURES

Year	Item to be Replaced	Cost of Replacement
2023	Pre-fab Concrete Retaining Wall	\$8,000
	Windowsills	151,020
	Garage Doors (Wood Panel)	1,200
	Exterior Painting	50,000
	Floor (Carpeting)	22,932
	Water Heater #2	12,000
	Concrete Walkway – 13%	354
	Concrete Retaining Curb – 7%	645
	Heat Piping – 10%	16,500
	Total for 2023	\$262,652

SUMMARY OF YEARLY EXPENDITURES

Year	Item to be Replaced	Cost of Replacement
2024	Painting (Roof)	\$16,850
	Paint (Stairs)	9,650
	Emergency Generator	26,450
	Sump Pump	3,800
	Exterior Pole Lights	1,900
	Interior Lighting	40,520
	Fire Enunciator Panel	23,450
	Heat Piping – 10%	16,500
	Total for 2024	\$139,120

SUMMARY OF YEARLY EXPENDITURES

Year	Item to be Replaced	Cost of Replacement
2025	Heat Piping – 15%	\$24,750
	Total for 2025	\$24,750

SUMMARY OF YEARLY EXPENDITURES

Year	Item to be Replaced	Cost of Replacement
2026	Painting (Brick)	\$2,726
	Paint (Lobby)	4,800
	Lobby Renovations	18,000
	Suspended Ceiling Tile	850
	Heat Piping – 15%	24,750
	Domestic Piping – 2.5%	4,900
	Total for 2026	\$56,026

SUMMARY OF YEARLY EXPENDITURES

Year	Item to be Replaced	Cost of Replacement
2027	Water Heater #1	\$12,000
	Heat Piping – 17.5%	28,875
	Domestic Piping – 2.5%	4,900
	Total for 2027	\$45,775

SUMMARY OF YEARLY EXPENDITURES

Year	Item to be Replaced	Cost of Replacement
2028	Paint (Halls)	\$17,527
	Floor (Garage)	8,200
	Boiler #1	52,000
	Pumps	16,000
	Concrete Walkway – 15%	408
	Concrete Retaining Curb – 9%	829
	Heat Piping – 17.5%	28,875
	Domestic Piping – 5%	9,800
	Total for 2028	\$133,639

SUMMARY OF YEARLY EXPENDITURES

Year	Item to be Replaced	Cost of Replacement
2029	Paint (Garage)	\$8,077
	Air Conditioning Unit (Elevator Rooms)	1,650
	Domestic Piping – 5%	9,800
	Total for 2029	\$19,527

SUMMARY OF YEARLY EXPENDITURES

Year	Item to be Replaced	Cost of Replacement
2030	Paint (Basement)	\$5,985
	Domestic Piping – 10%	19,600
	Total for 2030	\$25,585

SUMMARY OF YEARLY EXPENDITURES

Year	Item to be Replaced	Cost of Replacement
2031	Painting (Roof)	\$16,850
	Caulking	109,278
	Domestic Piping – 10%	19,600
	Total for 2031	\$145,728

SUMMARY OF YEARLY EXPENDITURES

Year	Item to be Replaced	Cost of Replacement
2032	Domestic Piping – 15%	\$29,400
	Total for 2032	\$29,400

SUMMARY OF YEARLY EXPENDITURES

Year	Item to be Replaced	Cost of Replacement
2033	Painting (Windows)	\$75,000
	Floor (Terrazzo)	982
	Concrete Walkway – 17%	462
	Concrete Retaining Curb – 11%	1,014
	Domestic Piping – 15%	29,400
	Sanitary Piping – 2.5%	3,850
	Total for 2033	\$110,708

SUMMARY OF YEARLY EXPENDITURES

Year	Item to be Replaced	Cost of Replacement
2034	Floor (Stone)	\$2,961
	Domestic Piping – 17.5%	34,300
	Sanitary Piping – 2.5%	3,850
	Total for 2034	\$41,111

SUMMARY OF YEARLY EXPENDITURES

Year	Item to be Replaced	Cost of Replacement
2035	Exterior Painting	\$50,000
	Floor (Carpeting)	22,932
	Water Heater #2	12,000
	Air Conditioning Unit (Lobby)	6,800
	Entry System	5,200
	Domestic Piping – 17.5%	34,300
	Sanitary Piping – 5%	7,700
	Total for 2035	\$138,932

SUMMARY OF YEARLY EXPENDITURES

Year	Item to be Replaced	Cost of Replacement
2036	Roof	\$139,590
	Paint (Halls)	17,527
	Paint (Stairs)	9,650
	Air Conditioning Unit (Laundry)	1,650
	Sanitary Piping – 5%	7,700
	Total for 2036	\$176,117

SUMMARY OF YEARLY EXPENDITURES

Year	Item to be Replaced	Cost of Replacement
2037	Sanitary Piping – 10%	\$15,400
	Total for 2037	\$15,400

SUMMARY OF YEARLY EXPENDITURES

Year	Item to be Replaced	Cost of Replacement
2038	Asphalt	\$12,545
	Painting (Roof)	16,850
	Painting (Brick)	2,726
	Paint (Lobby)	4,800
	Lobby Renovations	18,000
	Suspended Ceiling Tile	850
	Concrete Walkway – 19%	517
	Concrete Retaining Curb – 13%	1,198
	Sanitary Piping – 10%	15,400
	Total for 2038	\$72,886

III. INSPECTION OBSERVATIONS

1. The metal access door to the roof areas has rotted at the base and is delaminating. Consideration should be given to replacing the door.
2. Outside of the south elevator room, there are electrical outlets mounted on the stair vent. These outlets have lost their weather tight cover. We recommend a new cover be installed on these outlets to prevent these from being a hazardous condition.
3. Consideration should be given to painting the elevator machine room doors. These are beginning to oxidize. The doors at the south side elevator machine room are scheduled for replacement.
4. On the first floor outside of unit 110, the glass for the air shaft is broken. This is scheduled for replacement.
5. In the service hallway we noticed that the copper piping is supported by iron hangers. A separation should be included between these to prevent damage to the copper piping.
6. It appears that water is entering into the garage by spaces 19 and 20. This is also occurring at the upper levels by spaces 22-24. The water entering by spaces 19 and 20, there is an area outside of the wall that has asphalt brought to the wall. However, there is an open joint where the asphalt meets with the windowsills and wall. To limit water infiltration the joint where the asphalt meets with the wall should be properly caulked. On the opposite side it appears that the grading is pitched towards the building with an excessive build up of mulch. Considerations should be given to reducing the mulch and installing a water barrier such as a heavy plastic 5" or 6" below grade and reinstalling the mulch which should limit the amount of water infiltration. (see photos #7 & 8)
7. Consideration should be given to replacing the spot lights in the rear parking area with more efficient type lighting. (see photo 11)
8. Along the roofline at the rear parking area, there is a high pressure sodium light fixture, which is on during the daylight hours. This would indicate a failed photocell. Consideration should be given to repairing the photocell as needed. (see photo #9)
9. On the corner of the building where the asphalt turns to the garages, there is an electrical pull box with a missing cover. We recommend a new cover be installed. (see photo #13)

10. It was noted in the garage that the copper piping is supported by iron hangers as well. This should be separated as per the description of the hallway separations.
11. Located in the garage the main city water feed across from parking space #15 is starting to leak. This should be scheduled for shut down and repaired before emergency conditions are required. (see photo #10)
12. The candle light fixtures and light posts leading to the main entry are illuminated during daylight hours. This should be checked to see if these are operated off of a time clock or photocell. In either case the light fixtures should be controlled to only operate as needed. (see photo #1)
13. In reviewing the entire building the caulking appears to be in acceptable condition with minor amounts of pliability left. However, at the front entrance doors the caulking is failing. We recommend these be refinished and recaulked.
14. There is some minor damage to the stone walk at the entry doors. This should be repaired to prevent water from causing additional damage.
15. The downspouts flanking the main entry, the paint has deteriorated and the piping is oxidizing. Consideration should be given to refinishing these downspouts.
16. In reviewing the windows it was noted that the brick molding and trim are in acceptable condition. However, the sashes which were originally factory finish are wearing severely and should be refinished. (see photos #2, 3, 4, 5 & 6)
17. On the left side of the entry stairs, there is a loose concrete tread. This should be properly secured to prevent a hazardous condition.

Resolutions and Policies
3901 Connecticut Avenue Condominium

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Rules and Regulations
3901 Connecticut Avenue Condominium

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3901 Connecticut Avenue
Condominium Association

HOUSE RULES and REGULATIONS

for all residents

Revised April, 2014

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A. Introduction

The 3901 Connecticut Avenue Condominium Unit Owners Association (hereinafter "Association"), acting through its Board of Directors (hereinafter "Board"), has adopted the following Rules and Regulations pursuant to Section 8 of the Bylaws of the 3901 Connecticut Avenue Condominium (hereinafter, "Condominium"). These Rules and Regulations may be amended from time to time.

These Rules and Regulations are intended to supplement and not replace the restrictions on the use of the units and common elements set forth in the Declaration and Bylaws of the Condominium. To the extent any inconsistency exists between any of the following, authority will prevail in the following order:

1. District of Columbia laws and statutes
2. Declaration
3. Condo Bylaws
4. Condo Rules and Regulations

B. Definitions

Each of the following terms, as used in the Rules and Regulations, shall have the following meaning:

1. "Association" or "Condo Association" means the community of building unit owners. All unit owners are automatically members of the Association.
2. "Board" refers to the Condominium Association's Board of Directors.
3. "Common areas" means any space on the Condominium property, other than individual units. This includes, but is not limited to, the grounds, lobby, hallways, stairwells, storage room, laundry room, bike room, and trash room.
4. "Delivery" means any large items that arrive by truck, such as furniture, rather than via the US mail, UPS, or special delivery service of packages or boxes that can be hand carried or envelopes to the lobby desk. See "Deliveries" section for details on receiving deliveries. Expected delivery of any large pieces that will occupy the elevator for more than 20 minutes must be arranged.
5. "Grounds" means any outdoor space on the Condominium property, other than owned parking spaces.
6. "Management" when used alone means the Managing Agent or the Board of Directors or both. Service and maintenance employees of the Association's Property Management Company or the Board are not included in the term "management".

7. "Managing Agent" means the Association's Property Management Company employee who provides property management services (financial and facilities manager) to building owners and advises the Condo Board of Directors on fulfilling its role in representing the interests of our building community.
8. "Resident" means anyone who lives in the building: unit owners and renters who lease from unit owners.

C. Common Areas and Elements

1. Grounds

- On the Association's behalf, the Managing Agent contracts with a professional landscaper to maintain the Condominium grounds. Residents are not permitted to plant, trim, or otherwise alter grounds, shrubs, or other plantings.
- The front lawn of the 3901 property should not be used by residents or pets for any purpose.

2. Common Hallways and Unit Doors

- Maintenance and repair needs and light bulbs out in common areas should be reported by any/all residents to the Building Superintendent or the Managing Agent for appropriate action.
- All common area hallways are to remain free of any personal property such as doormats, shoes, umbrellas, bicycles, tricycles, strollers, and grocery carts.
- With the exclusion of religious insignia, door decorations, such as holiday wreaths are permitted on doors during the holiday season.
- Residents shall not paint the exterior of unit doors. If doors are in need of painting or repainting, residents shall alert the Building Superintendent or Managing Agent. Unit numbers and door knockers shall be brass.

3. Lobby and other Common Areas

- The lobby and other common areas are to remain available to all residents equally and shall not to be used for extended personal, business, or social functions without permission of the Board.

- All residents shall respect the right of all other residents to neat, clean and orderly common areas. Any untidiness created by a resident, resident's pet(s), or resident's guest(s) shall be cleaned up immediately by the responsible resident.
- Residents are responsible for damage they cause to the common areas or grounds.
- Live holiday trees shall be disposed of in the basement trash room for pick up by our trash service. Trees shall be securely contained in a tree bag or wrapped in sheeting or a tarp to eliminate needle dropping on the way to the trash room. (The District does not provide curbside pickup of trees from multi-unit dwellings.)
- Running and causing disturbances in the common areas is prohibited.
- Smoking in indoor common areas is prohibited.
- Eating in the indoor common areas, with the exception of events sponsored or approved by the Board or the Managing Agent is prohibited.

4. Laundry Room

- Washers and dryers are available for all residents and guests on a first come/first served basis.
- Only non chlorine bleach is to be used in the washing machines to avoid bleach damage to clothing of another resident who uses the same machine immediately afterward.
- When a washer or dryer that you use malfunctions, please post a note on the machine so other residents do not attempt to use it until it is repaired. The resident should then notify the Managing Agent or Building Superintendent of the malfunction so that the machine may be fixed.
- When using the laundry facilities, please remove your clothing promptly from the washers and dryers when your loads are done. Residents who fail to keep track of the 30 minutes for washers and 45 minutes for dryers when all machines are in use should expect that their laundry may be removed from a machine when others are waiting for them.

5. Exercise Room

- The basement exercise room is available to all residents. Residents using the equipment in the exercise room do so at their own risk. Neither the Condo Association nor the Management Company assumes responsibility for any accident or injury suffered in connection with use of the exercise room and the equipment.

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- As with all of the common elements of the building, residents are expected to be courteous and respectful of neighbors' enjoyment of the exercise room.
- The Medeco key that opens the laundry room and storage room also opens the exercise room. The door should be locked at all times just as the other common rooms in the basement.

6. Basement Storage Room

- Each unit is assigned one storage cage in the basement storage. This space transfers automatically with change in unit ownership. The Association assumes no responsibility for loss or damage to residents' personal property in the storage room.
- Residents are prohibited from storing hazardous materials in basement storage cages. Hazardous material includes flammable liquids, explosives, solvents, oil-based paints, and any other substance that is prohibited by public laws and regulations or that increases liability insurance rates for the 3901 property. Residents should exercise caution and good judgment when storing personal belongings. Nothing is to be stored or abandoned in the aisles or outside of storage bins. Residents should consult the Condominium's Trash Rules for instructions on how to properly dispose of your bulk or hazardous items.
- The storage room door shall not be left propped open and unattended.
- The storage room door is to remain locked at all times except for when residents or authorized personnel are accessing the storage cages.
- Residents shall turn off lights and lock the storage room door upon exiting.

7. Package Room

- All package deliveries for residents will be held in the package room for pickup. The Building Superintendent inserts package delivery keys in resident mailboxes (to notify residents of package receipt) and maintains a log of resident package pickups.
- The package room shall be locked at all times when the front desk is unattended. Residents may access the package room with their unit's electronic key fob that also opens the three exterior doors.
- The Association shall not be held responsible for the loss or damage of packages.

8. Windows

- Residents are not permitted to place any items outside of their windows, including antennae, flower boxes, birdfeeders, etc.

9. Roof

- Residents are prohibited from accessing the roof except with permission of the Board or the Managing Agent or in the case of an emergency. Contractors or Service Providers needing to access the roof should only do so accompanied by the Building Superintendent. Please alert the Managing Agent or Building Superintendent in advance of your Contractor or Service Provider's visit.

D. Keys and Building Access

1. Electronic Key Fobs

- Each unit shall be issued two (2) electronic key fobs that open the three exterior doors and the package room.
- Electronic key fobs are not owned by residents, but rather the Condo Association, and are assigned to specific units.
- The Board shall maintain a record of which electronic key fobs are assigned to which units and shall also control the activation and deactivation of the electronic key fobs.
- Lost or stolen electronic key fobs shall be reported to the Managing Agent as soon as possible so that the fob can be deactivated.
- Additional and/or replacement electronic key fobs – above the initial two (2) -- may be obtained for a fee of \$50.

2. Unit Owner Keys

- Residents are encouraged, but not required, to provide the Board an extra set of their unit keys to be securely stored in the front lobby office in a lockbox.
- In case of a lockout or an emergency (e.g., a fire in an locked Unit with no resident present), the Building Superintendent and/or a Board member may access the lockbox to provide the resident their extra set of keys or enter a Unit as allowed to address an emergency (See Article 7.10 of the Bylaws).

3. Medeco Key

- The Medeco key (which used to open the building's three exterior doors, but no longer does since the installation of the keyless entry system) unlocks the laundry room, the basement storage room, and the exercise room doors.
- Additional and/or replacement Medeco keys may be purchased from the Managing Agent at the cost of \$50. Making personal copies of a Medeco key is not allowed.

E. Building Superintendent

The Condo Association employs one Building Superintendent to maintain the building common areas (lobby, hallways, staircases, elevator cabs, laundry room, and exterior walkways). The Building Superintendent is paid from association funds and is tasked with chores that maintain a pleasant living environment for all residents. The custodian attends to routine wear and tear on common areas.

F. Parking

1. Assigned Parking Spaces

- All parking spaces are assigned to or owned by residents. Because we have no guest or service vehicle parking, please consider allowing others to use your space for mutually agreed upon periods of time when you know you will not be occupying your space. For example, if you will be away for a weekend and you know a neighbor is having a service contractor visit, consider offering your parking space as a convenience to the neighbor.

2. Unauthorized Parking in a Resident's Assigned Space

- If you find a vehicle in your space when you have made no arrangement for a neighbor or anyone else to use your space, you may have the unauthorized vehicle towed at the owner's expense. HOWEVER, please become familiar with the cars that park on either side of you so that if one of your neighbors unintentionally parks in the wrong space, you can notify that person and resolve the problem quickly with minimum effort.

3. Towing Procedures

In 2002, the Condo Association instituted a formal towing policy. In the interest of being a good neighbor, please make a reasonable attempt to determine if the car parked in your space belongs to a neighbor who has parked there accidentally before having it ticketed and towed.

The Association incurs no cost for towing; the towing company collects from the Violator. The following steps meet legal and community requirements:

- Parking space owners may report cars parked illegally in their spaces to the Managing Agent during business hours or directly to the towing company during non-business

hours. The owner reporting the illegally parked car must provide the make, model, color, and tag number of the car along with the parking space number and owner's contact number. Any incident reported directly to a towing company should also be reported to the Managing Agent the next business day.

- A towing company will not tow a vehicle unless it has been ticketed first. Call the DC Police Department (DCPD) at 202-727-1010 to report the illegally parked car.

G. Individual Units

1. Floor Covering

- Residents shall cover at least 70% of all floor areas in their units with rugs, carpeting, or furniture for sound absorption. Bathrooms and kitchens are excluded from this requirement.
- The Board and the Managing Agent recommend padding under all rugs and carpeting.

H. Pets

Residents may keep pets (cats, dogs, birds, and fish) as long as their presence does not interfere with other residents' quiet enjoyment of their property. (See Bylaws, Section 9.4)

1. Guidelines On Keeping Pets

- No resident shall keep a pet for breeding or commercial purposes.
- Pet owners must register pets with the Managing Agent and provide proof of current vaccinations.
- Dogs must be leashed or carried at all times within the common areas and grounds.
- Residents shall indemnify the Association, the Board, and the Managing Agent and hold them harmless against loss or liability of any kind arising from a pet situation in the Condominium.

2. Pet Owner Responsibilities

- Pet owners are expected to manage their pet's behavior such that the building common areas are free of pet soiling and odor. Dog owners shall take measures to prevent excessive barking so as not to be a noise nuisance to other residents.
- Pet owners are responsible for personal injuries or property damage caused by their pets.

- Pets are not permitted in the storage room or in the laundry room.
- Residents shall clean up after their pets within the common areas and grounds
- Dog waste shall be disposed of in city trash receptacles on the street. Under no circumstances should dog waste be disposed in the waste baskets or trash bins of the common spaces (including the trash room, laundry room, and exercise room).
- Cat waste shall be thoroughly wrapped (as in newspaper) and sealed in plastic to avoid odor when deposited in the trash room.

3. Complaints Related to Pets

- Residents with complaints specific to a particular pet are urged to speak directly to the pet owner. If such a discussion does not prompt an action that ameliorates the complaint, the complainant may send a written notice to the Board and Managing Agent, with a copy to the owner of the offending pet. If the complaint is not resolved after written notice from the Managing Agent to the owner of the offending pet, the Board, after further notice and a hearing, may levy fines for violations of these Rules (see Article 5.1(13) of the Bylaws), or take other appropriate action, pursuant to its authority under the District of Columbia Condominium Act and the Bylaws.
- If the Board determines that the behavior of a pet is a danger, nuisance or annoyance to other residents, the Board may require permanent removal of the pet from the Condominium.

I. Trash

- Trash and kitchen waste shall be tied up securely in plastic bags, and deposited in the round trash receptacles on the left wall as you enter the basement trash room.
- Broken glass or any objects that could cut or puncture should be wrapped securely to protect the trash handlers.
- Compact your garbage as much as possible. For example, breakdown and flatten boxes- all boxes from cereal boxes to moving containers. Crush plastic containers and metal cans.
- Residents are encouraged to recycle glass, plastic, newspapers, magazines and cardboard per the regulations set forth in Section K below, posted on the Trash Room door, and marked on Trash Room signs behind each can.

J. Holiday Tree Disposal

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- Holiday trees shall be disposed of in the trash room only. No resident shall discard a tree in front of the building. The DC government does not collect trees from multi-unit buildings.
- Holiday trees must be taken to the trash room in a tree bag, or wrapped in plastic sheeting or drop cloths adequate to prevent a needle trail in any common area-hallway, elevator, lobby. The Association will provide tree bags at the beginning of December and will be available at the front lobby desk.
- Any resident who makes a mess in common areas (hallways, elevators, lobby) when disposing of a holiday tree is responsible for cleaning it up.

K. Recycling

The District does not provide garbage collection service to apartment buildings; the Association contracts with a private garbage collection service, and we follow the recycling procedures of the private company whose recycling practices differ somewhat from the practices on www.dc.gov.

The Department of Public works section of the District of Columbia's website, www.dc.gov has information on the District's recycling program. Multi-unit dwellings such as apartment and condo buildings are considered "commercial" rather than "residential." Please remember this when looking at recycling instructions on the website.

According to our garbage collection service, all sorted garbage and recycling must be disposed in the appropriately marked bins as follows.

Bottles, Cans, Plastics (all well-rinsed) and Caps Removed: deposit in the square containers labeled "glass/plastic"

- Glass and plastic bottles and jars (all colors)
- Plastic dishes used for and refrigerated meals
- All cans (including metal pie pans)
- Plastic containers with a number inside a triangle stamped on the bottom. (Our trash collector recycles containers with numbers 1-7) Please crush flexible plastic by stepping on containers to compact.
- **DO NOT PUT** glass cookware or dishes (which melt at a different temperature); plastic bags; or styrofoam in the glass and plastic recycling containers.

Newspapers: deposit in square containers labeled "newspapers/paper"

- Newspapers
- Catalogues (bundled)

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- Magazines (bundled)
- Phone books
- White paper, discarded mail

Cardboard: deposit in square containers labeled “cardboard”

- Broken down, flat, heavy cardboard boxes (corrugated cardboard ONLY)
- DO NOT PUT lightweight cardboard such as cereal boxes in the cardboard recycling containers. Instead, they should be put in the regular trash bins.

Other Garbage and Trash: deposit in round gray receptacles under elevated platform

- Garbage (see Section I above)
- lightweight cardboard (cereal boxes, etc.)
- Aluminum foil
- Styrofoam
- Partially filled containers which can’t be emptied (i.e. aerosol cans, plastics, squeeze bottles, etc.)
- Waxy surfaced food or drink containers such as milk cans, etc.
- Light bulbs, if buried to cushion against breakage.

Hazardous Waste

Trash removal companies do not handle hazardous or toxic waste. The Association recommends disposing of such waste as follows:

- Use it up. If you fully use the product for its intended purpose, there is no need for disposal.
- Recycle and Recover the Waste. Many household hazardous materials such as motor oil, antifreeze, and automobile batteries can be recycled. Other materials such as usable, latex paint can be recovered and used by others.
- Dry the Materials. Water-based or unusable paint can be air dried by leaving exposed, if the quantity is small. When substance is dry, double wrap the container in newspaper, bag it and throw it out in the regular trash or save it and take it to a published collection center on one of DC’s special hazardous waste collections days.
- Save materials for DC’s Household Hazardous Waste Collection Program. In most cases, it is best to store the materials in the original containers in a safe, dry place until it can be disposed of properly.
- Common household hazardous materials include the following products:

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- ✓ Nail Polish
- ✓ Batteries
- ✓ Lighter Fluid
- ✓ Car Wax
- ✓ Furniture Polish
- ✓ Household Cleansers
- ✓ Bug Spray
- ✓ Varnish
- ✓ Pesticides
- ✓ Motor Oil
- ✓ Disinfectants
- ✓ Gasoline
- ✓ Turpentine
- ✓ Windshield Wiper Fluid
- ✓ Shoe Polish
- ✓ Glue
- ✓ Mothballs
- ✓ Bleach
- ✓ Oil-or Solvent-based Paint
- ✓ Prescription and Over-the-counter Drugs
- ✓ Antifreeze

- **Electronic Waste:** The trash room is for non-toxic household waste and recyclables. The DC Department of Public Works website has an extensive list of hazardous waste and e-cycling items for disposal at specific sites in DC (not in the trash room). Please visit the DPW website for information on disposing of electronic waste and e-cycling:

<http://dpw.dc.gov/node/414902>

PLEASE READ the following paragraph, which comes directly from the DPW website.

E-cycling unwanted computers, televisions, VCRs, stereos, copiers and fax machines prevents releasing dangerous substances, such as lead and mercury into the environment. DPW is ready to accept residents' unwanted electronics at the Ft. Totten Transfer Station, 4900 John F. McCormack Drive, NE, the Thursday before the first Saturday of the month as well as the first Saturday of the month between 8 am and 3 pm (except holidays)

Residents are encouraged to check the DPW website (listed above) for any updates to this schedule.

L. Delivery Procedures

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Residents must notify the Managing Agent and/or the Building Superintendent of an upcoming delivery if elevator pads and access to the elevator control box are required and the delivery will occupy the elevator for more than 20 minutes.

1. Rules for Weekday Deliveries

- All deliveries must be scheduled between 9:00 a.m. and 5:00 p.m. Monday through Friday.
- All deliveries must be made from the rear parking lot. The lobby may not be used for deliveries.
- Coordinate deliveries of single large items (not an entire household) with the Building Superintendent so that he can notify residents whose cars may need to be moved.
- Either elevator may be used for deliveries.
- The Association prohibits deliveries from tractor-trailers that block the rear parking lot and driveway. Deliveries must be made using smaller trucks. Residents are responsible for communicating with the delivery service on the prohibition of tractor-trailers and the limited space in the parking lot.
- The Building Superintendent installs elevator pads for large deliveries as directed by the Managing Agent.
- The Building Superintendent supervises the large delivery per Delivery Procedures.
- Residents who fail to comply with the Delivery Procedures may be fined by the Board as a violation of the Rules (see Article 5.1(13) of the Bylaws).

2. Rules for Deliveries on Weekends or After 5:00 p.m. on Weekdays

- Deliveries are not permitted on Saturday, Sunday, or on weekdays after 5:00 p.m. The Managing Agent in consultation with the Board will consider exceptions on a case-by-case basis. Saturday or Sunday waivers would permit deliveries from 9:00 a.m. to 5:00 p.m. Weekday waivers would extend delivery time until 7:00 p.m.
- If a delivery waiver is granted and the Managing Agent in consultation with the Board determines that the delivery requires that the Building Superintendent (or substitute third party) be on site, a \$100 fee will be charged to cover the employee's time.
- All Delivery Procedures (except hours and fees) apply to deliveries on weekends and weekdays after 5:00 p.m.

- Large deliveries (which are likely to occupy the elevator for more than 20 minutes) include but are not exclusive to the following categories.

Pianos

Beds

Large furniture including armoires, sofas, chairs and cabinets

Renovation construction material

M. Moving Rules and Responsibilities

1. All Moves

- All moves (in or out) shall be coordinated with the Managing Agent at least one week prior to move date.
- New resident(s) is charged a \$350 move-in fee. Managing Agent must receive the fee three days prior to the move. An additional fee of \$200 will be charged if the owner does not notify Managing Agent and/or follow the move-in procedures.
- Owners leasing their apartments are responsible for providing a copy of the move-in procedures to their renters. If an owner fails to notify his renter, the owner will be charged a \$200 failure fee. *If an owner uses an agent to lease, both owner and the agent will be notified of the failure to comply with leasing rules.*
- All moves must be made from the rear parking lot. The lobby entrance shall not be used for moves.
- Either elevator may be used for moves. At time of scheduling a move, new resident shall arrange with Managing Agent who will communicate with the Building Superintendent for access to elevator control panel.
- Resident who is moving must communicate to mover that the 3901 parking lot cannot accommodate tractor-trailers. Moving trucks shall not block the driveway or parking lot such that either is impassable.
- Managing Agent coordinates the move or delivery with residents whose cars may need to be moved temporarily to accommodate a delivery truck or moving man.
- Any household moving in or out shall notify the Managing Agent at least five (5) business days in advance.
- Building Superintendent shall install elevator pads and posts notices of move by the elevators on each floor.

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- Building Superintendent oversees move activity and elevator use.
- Moves must be scheduled between 9:00 a.m. and 5:00 p.m. weekdays only.
- Entrance doors to the building are **NEVER** to be propped open and left unattended.
- Residents shall break down and flatten all moving boxes and deposit in trash room.

2. Moves on Weekends or After 5:00 p.m. on Weekdays

- Moves are not permitted on Saturday, Sunday, or on weekdays after 5:00 p.m. The Managing Agent in consultation with the Board will consider exceptions on a case-by-case basis. Saturday or Sunday waivers would permit deliveries from 9:00 a.m. to 5:00 p.m. Weekday waivers would extend the move-in time until 7:00 p.m.
- If a waiver is granted in writing for a weekend or weekday move after 5:00 p.m., a \$100 fee will be charged to cover the costs of the Building Superintendent, or a substitute approved by Managing Agent in consultation with the Board, to be on-site during the moving process.
- A copy of the written waiver received from the Managing Agent in consultation with the Board must be shown to the custodian and should be posted on the rear door during the move so that all residents and building employees can see that the move has been approved.
- All Moving Rules and Responsibilities (except hours and fees) apply to weekend moves.
- Entrance doors to the building are **NEVER** to be propped open and left unattended.

N. Bicycles

- Residents' bicycles may be kept in the bicycle room (entrance inside the laundry room). The Association is not responsible for damage or theft.
- Residents who store bicycles in their units should show courtesy and consideration when taking them out of the building. When using the elevator to leave the building with a bike, please give priority to other residents who may be waiting for the elevator at the same time. Bikes are not to be left in the common hallways.
- Residents with bicycles must enter and exit the building through the back doors only. They shall not be taken through the lobby.
- If you bring a bike into the building that may have grimy or wet tires, please wipe tires to avoid soiling common area carpeting.

O. Unit Owner Renovations

- Unit owners and prospective buyers must notify the Managing Agent and Board of Directors of planned unit renovations and gain approval before initiating.
- If structural elements are involved, the Board has authority to request the documented approval of an architect or engineer on the feasibility of the proposed renovation.
- If structural elements are involved in a renovation, the unit owner is responsible for following DC permitting regulations.
- If planned renovation will generate loud noise, the Managing Agent will notify residents in that area of the building as a courtesy.
- If renovation activity will cause a disturbance to neighboring units, the activity must be confined to normal day time hours – between 8 am and 5 pm.

P. Bulletin Boards and Notices

- Residents may post notices on the bulletin boards located by the mailboxes and in the laundry room. Residents shall not post notices in the common areas. The Managing Agent or Board may post notices important to all residents by the elevators, in the elevators, or on the stairway doors.
- All notices must include the post date and a proposed removal date if an expiration applies to the notice, as in the case of an event on a specific date.

Q. Failure to Follow House Rules and Regulations

- The Board may levy written warnings and fines (in any amount up to \$25 per day) to enforce these Rules and Regulations pursuant to its authority under Article 5.1(13) of the Bylaws.
- Any resident who observes an infraction of the Rules and Regulations may report the incident to the Managing Agent who will keep a record of the event and report it to the Board.
- The Board maintains discretion on how to best enforce these Rule and Regulations.
- The Managing Agent will send a bill to the resident cited for violating these Rules and Regulations for fines owed. Failure to pay a fine will be subject to late fees and interest as authorized by Article 7.5 of the Bylaws.

3901 Connecticut Avenue Condominium Association

House Rules and Regulations *(For all residents)*

Revised January 2010

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A. Introduction

The 3901 Connecticut Avenue Condominium Unit Owners Association (hereinafter "Association"), acting through its Board of Directors (hereinafter "Board"), has adopted the following Rules and Regulations pursuant to Section 8 of the Bylaws of the 3901 Connecticut Avenue Condominium (hereinafter, "Condominium"). These Rules and Regulations may be amended from time to time.

These Rules and Regulations are intended to supplement and not replace the restrictions on the use of the units and common elements set forth in the Declaration and Bylaws of the Condominium. To the extent any inconsistency exists between any of the following, authority will prevail in the following order:

1. District of Columbia laws and statutes
2. Declaration
3. Condo Bylaws
4. Condo Rules and Regulations

B. Definitions

Each of the following terms, as used in the Rules and Regulations, shall have the following meaning:

1. "Association" or "Condo Association" means the community of building unit owners. All unit owners are automatically members of the Association.
2. "Board" refers to the Condominium Association's Board of Directors.
3. "Common areas" means any space on the Condominium property, other than individual units. This includes, but is not limited to, the grounds, lobby, hallways, stairwells, storage room, laundry room, bike room, and trash room.
4. "Delivery" means any large items that arrive by truck, such as furniture, rather than via the US mail, UPS, or special delivery service of packages or boxes that can be hand carried or envelopes to the lobby desk. See "Deliveries" section for details on receiving deliveries. Expected delivery of any large pieces that will tie up the elevator for more than 10 minutes must be arranged.
5. "Grounds" means any outdoor space on the Condominium property, other than owned parking spaces.
6. "Management" when used alone means the Managing Agent or the Board of Directors or both. Service and maintenance employees of Delbe or the Board are not included in the term "management."
7. "Managing Agent" means the Delbe employee who provides property management services (financial and facilities manager) to building owners and advises the Condo Board of Directors on fulfilling its role in representing the interests of our building community.
8. "Resident" means anyone who lives in the building: unit owners, Keener renters, and private renters who lease from unit owners.

C. Common Areas and Elements

1. Grounds

- On the Association's behalf, the Managing Agent contracts with a professional landscaper to maintain the Condominium grounds. Residents are not permitted to plant, trim, or otherwise alter grounds, shrubs, or other plantings.
- The front lawn of the 3901 property shall not be used by residents or pets for any purpose.
- The south lawn shall not be used for dog recreation. Dog owners are asked to walk dogs in the neighborhood.
- All pet owners shall pick up and dispose of pet waste in city receptacles on the street. Pet waste shall not be deposited in the trash room or laundry room.

2. Common Hallways and Unit Doors

- Maintenance and repair needs and light bulbs out in common areas should be reported to the building custodian, front desk, or the Managing Agent for appropriate action.
- All common area hallways are to remain free of any personal property such as doormats, shoes, umbrellas, bicycles, tricycles, strollers, and grocery carts.
- With the exclusion of religious insignia, door decorations, such as holiday wreaths are permitted on doors during the holiday season.
- Residents shall not paint the exterior of unit doors. Unit numbers and door knockers shall be brass.

3. Lobby and other Common Areas

- The lobby and other common areas are to remain available to all residents equally and shall not to be used for extended personal, business, or social functions without permission of the Board.
- All residents shall respect the right of all other residents to neat, clean and orderly common areas. Any untidiness created by a resident or resident's guest(s) shall be cleaned up immediately by the responsible resident.
- Residents are responsible for damage they cause to the common elements and for removing trash or cleaning up any mess resulting from resident actions in common areas.
- Live holiday trees shall be disposed of in the basement trash room for pick up by our trash service. Trees shall be securely contained in a tree bag or wrapped in sheeting or a tarp to eliminate needle dropping on the way to the trash room. (The District does not provide curbside pickup of trees from multiunit dwellings.)
- Running and causing disturbances in the common areas is prohibited.
- Smoking in indoor common areas is prohibited.
- Eating in the indoor common areas, with the exception of events sponsored or approved by the Board or the Managing Agent is prohibited.

4. Laundry Room

- Washers and dryers are available for all residents and guests on a first come/first served basis.
- Only non chlorine bleach is to be used in the washing machines to avoid bleach damage to clothing of another resident who uses the same machine immediately afterward.
- When a washer or dryer that you use malfunctions, please post a note on the machine so other residents do not attempt to use it until it is repaired. The service number for the machines is on the bulletin board in the laundry room.
- When using the laundry facilities, please remove your clothing promptly from the washers and dryers when your loads are done. Residents who fail to keep track of the 30 minutes for washers and 45 minutes for dryers when all machines are in use should expect that their laundry may be removed from a machine when others are waiting for them.

5. Exercise Room

- The newly renovated basement apartment is outfitted with exercise equipment and is available to all residents. Those using the equipment understand that they do so at their own risk. Neither the Condo Association nor the Management Company assumes responsibility for any accident or injury in connection with use of the room and the equipment.
- As with all of the common elements of the building, residents are expected to be courteous and respectful of neighbors' enjoyment of the exercise room.
- The key to the buildings exterior doors, laundry room and storage room also opens the exercise room. The door should be locked at all times just as the other common rooms in the basement.

6. Basement Storage Room

- Each unit is assigned one storage cage in the basement storage. This space transfers automatically with change in unit ownership. The Association assumes no responsibility for loss or damage to residents' personal property in the storage room.
- Residents are prohibited from storing hazardous materials in basement storage cages. Hazardous material includes flammable liquids, explosives, solvents, oil-based paints, and any other substance that is prohibited by public laws and regulations or that increases liability insurance rates for the 3901 property. Nothing is to be stored in the aisles or outside of storage bins. Residents should exercise caution and good judgment when storing personal belongings.
- The storage room door shall not be left propped open and unattended.
- The storage room door is to remain locked at all times except for when residents or authorized personnel are accessing the storage cages.
- Residents shall turn off lights and lock the storage room door upon exiting.
- Storage room aisles are to remain clear of residents' personal property. Items left in the isles will be removed and disposed of on a periodic basis. The Managing Agent

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will give notice of aisle clean up at least two weeks prior to removing any property in the isles.

7. Package Room

- All package deliveries for residents will be held in the package room for pickup. The desk attendant inserts package delivery keys in resident mailboxes and maintains a log of resident package pickups. Packages delivered after the desk attendant leave are behind the lobby desk.
- The package room shall be locked at all times when the front desk is unattended or when the attendant is away from the lobby. Packages may be retrieved when an attendant is present: on week days between 7am and 2pm, on Saturdays between 11am and 3pm. You may also call any Board member—all of whom have keys—to retrieve packages.
- The Association will not be held responsible for the loss or damage of packages.

8. Windows

Residents are not permitted to place any items outside of their windows, including antennae, flower boxes, birdfeeders, etc.

9. Roof

Residents are prohibited from accessing the roof except with permission of the Board or the Managing Agent or in the case of an emergency.

D. Keys and Building Access

The same Medco key that unlocks all three exterior doors also unlocks the laundry room, the basement storage room, and the exercise room. Medco keys must be purchased from the Managing Agent—you cannot make copies of Medco keys.

E. Custodian

The condo association employs one custodian to maintain the building common areas (lobby, hallways, staircases, elevator cabs, laundry room, and exterior walkways. The custodian is paid from association funds and is tasked with chores that maintain a pleasant living environment for all residents. The custodian attends to routine wear and tear on common areas. Residents who make messes in common areas are responsible for cleaning up after themselves.

F. Parking

1. Assigned Parking Spaces

All parking spaces are assigned to or owned by residents. Because we have no guest or service vehicle parking, let alone enough parking for each unit in the building, please consider allowing others to use your space for mutually agreed upon periods of time when you know you will not be occupying your space. For example, if you will be away for a weekend and you know a neighbor is having a service contractor visit, consider offering your parking space as a convenience to the neighbor.

2. Unauthorized Parking in a Resident's Assigned Space

If you find a vehicle in your space when you have made no arrangement for a neighbor or anyone else to use your space, you may have the unauthorized vehicle towed at the owner's

expense. HOWEVER, please become familiar with the cars that park on either side of you so that if one of your neighbors unintentionally parks in the wrong space, you can notify that person and resolve the problem quickly with minimum effort.

3. Towing Procedures

In 2002, 3901 instituted a formal towing policy. In the interest of being a good neighbor, please attempt to determine that a car other than your own parked in your space does not belong to a neighbor before taking any action.

The Association incurs no cost for towing; the towing company collects from the violator. The following steps meet legal and community requirements.

- a) Parking space owners may report cars parked illegally in their spaces to the Managing Agent during business hours or directly to the towing company during non-business hours. The owner reporting the illegally parked car must provide the make, model, color, and tag number of the car along with the parking space number and owner's contact number. Any incident reported directly to a towing company should also be reported to the Managing Agent the next business day.
- b) A towing company will not tow a vehicle unless it has been ticketed first. Call the DC Police Department (DCPD) at 202-727-1010 to report the illegally parked car.
- c) Reporting owners are encouraged to investigate an illegally parked vehicle before calling DCPD. Investigating includes checking for a note or business card left on windshield or dashboard, checking with the 3901 front desk or custodian, or finding out whether a neighbor directed a service contractor to park in the space.

G. Individual Units

1. Floor Covering

- Residents shall cover at least 70% of all floor areas in their units with rugs, carpeting, or furniture for sound absorption. Bathrooms and kitchens are excluded from this requirement.
- The Board and the Managing Agent recommend padding under all rugs and carpeting.

H. Pets

Residents may keep pets (cats, dogs, birds, and fish) as long as their presence in residents' units does not interfere with other residents' quiet enjoyment of their property. (See Bylaws, Section 9.4)

1. Guidelines on keeping pets

- No resident shall keep a pet for breeding or commercial purposes.
- Pet owners must register pets with the Managing Agent and provide proof of current vaccinations.
- Dogs must be leashed or carried at all times in the common areas and on 3901's outside property. Pet owners who do not adhere to the leash rule will be fined.
- Residents shall indemnify the Association, the Board, and the Managing Agent and hold them harmless against loss or liability of any kind arising from a pet situation in the Condominium.

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2. Pet Owner Responsibilities

- Pet owners are expected to manage their pet's behavior such that the building common areas are free of pet soiling and odor. Dog owners shall take measures to prevent excessive barking so as not to annoy neighbors.
- Pet owners are responsible for personal injuries or property damage caused by their pets.
- Pets are not permitted in the storage room or in the laundry room.
- Residents shall not use the Condominium grounds for pet exercise or other purposes.
- Residents shall clean up after their pets anywhere on 3901 property—inside or out. Failure to do so will result in a fine when violators are identified.
- Dog waste shall be disposed of in city trash receptacles on the street. Under no circumstances should dog waste be disposed on in the waste baskets of any 3901 common spaces.
- Cat waste shall be thoroughly wrapped (as in newspaper) and sealed in plastic to avoid odor when deposited in the trash room. If the source of pet waste odor in the trash room can be associated with a resident, the resident pet owner will be fined.
- No pet owner shall threaten or coax a pet to menacing behavior toward another resident. If the Board becomes aware of such a situation, the offending pet owner will be fined. Repeated offenses may result in legal action against the pet owner or result in the Board's request to have the pet permanently removed from the property.

3. Complaints Related to Pets

- Residents with complaints specific to a particular pet are urged to speak directly to the pet owner. If such a discussion does not prompt an action that ameliorates the complaint, the complainant may send a written notice to the Board and Managing Agent, with a copy to the owner of the offending pet. If the complaint is not resolved after written notice from the Managing Agent to the owner of the offending pet, the Board, after further notice and a hearing, may levy fines for violations of the Bylaws and these Rules, or may take other appropriate action, pursuant to its authority under the District of Columbia Condominium Act of the Bylaws.
- If the Board determines that the behavior of a pet is a nuisance or annoyance to other residents, the Board may require permanent removal of the pet from the Condominium.

I. **Trash**

- Trash and kitchen waste shall be tied up securely in plastic bags, and deposited in the round trash receptacles on the left wall as you enter the basement trash room.
- Treat any wet garbage, such as kitty litter, diapers, or kitchen waste including raw meat (especially uncooked chicken and its packaging), as potentially vile and wrap securely enough to contain offensive odor.
- Broken glass or any objects that could cut or puncture should be wrapped securely to protect the trash handlers.

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- Compact your garbage as much as possible. For example, breakdown and flatten boxes—all boxes from cereal boxes to moving containers. Crush plastic containers and metal cans (stepping on them works well).

J. Holiday Tree Disposal

- Holiday trees shall be disposed of in the trash room only. No resident shall discard a tree in front of the building. The DC government does not collect trees from multi-unit buildings.
- Holiday trees must taken to the trash room in a tree bag, or wrapped in plastic sheeting or drop clothes adequate to prevent a needle trail in any common area—hallway, elevator, lobby. The Association will provide tree bags at the beginning of December. Please pick one up at the lobby desk.
- Any resident who makes a mess in common areas (hallways, elevators, lobby) when disposing of a holiday tree is responsible for cleaning up. Mess includes tree droppings in any common area.

K. Recycling:

The District does not provide garbage collection service to apartment buildings; 3901 contract with a private garbage collection service, and we follow the recycling procedures of the private company whose recycling practices differ somewhat from the practices on www.dc.gov.

The Department of Public works section of the District of Columbia's website, www.dc.gov has information on the District's recycling program. Multi-unit dwellings such as apartment and condo buildings are considered "commercial" rather than "residential." Please remember this when looking at recycling instructions on the website.

According to our garbage collection service, all sorted garbage and recycling must be disposed in the appropriately marked bins as follows.

- **Bottles, Cans, Plastics (all well-rinsed) and Caps Removed:** deposit in the square containers labeled "glass"
 - ▶ Glass and plastic bottles and jars (all colors)
 - ▶ Plastic dishes used for frozen and refrigerated meals
 - ▶ All cans (including metal pie pans)
 - ▶ Plastic containers with a number inside a triangle stamped on the bottom. (Our trash collector recycles containers with numbers 1-7) Please crush flexible plastic by stepping on containers to compact.
- **NOTE:** No glass cookware or dishes (which melt at a different temperature); No plastic dishes or utensils
- **Newspapers:** deposit in square containers labeled "newspapers"
 - ▶ Newspapers:
 - ▶ Catalogues (bundled)
 - ▶ Magazines (bundled)
 - ▶ Phone books
- **Cardboard**

- ▶ Broken down, flat, heavy cardboard boxes (corrugated cardboard)

NOTE: Lightweight cardboard such as cereal boxes should be put in the **GARBAGE** bins.

- **Other Garbage and Trash:** deposit in round gray receptacles under elevated platform

- ▶ Garbage
- ▶ Papers and lightweight cardboard (cereal boxes, etc.)
- ▶ Aluminum foil
- ▶ Styrofoam
- ▶ Partially filled containers which can't be emptied (i.e. aerosol cans, plastics, squeeze bottles, etc.
- ▶ Waxy surfaced food or drink containers such as milk cartons, etc.
- ▶ Light bulbs, if buried to cushion against breakage.

NOTE: Broken, jagged glass should be wrapped thoroughly to keep trash handlers from getting cut.

- **Hazardous Waste**

Trash removal companies do not handle hazardous or toxic waste. Here's what to do.

- ▶ **Use it up.** If you fully use the product for its intended purpose, there is no need for disposal.
- ▶ **Recycle and Recover the Waste.** Many household hazardous materials such as motor oil, antifreeze, and automobile batteries can be recycled. Other materials such as usable, latex paint can be recovered and used by others.
- ▶ **Dry the Materials.** Water-based or unusable paint can be air dried by leaving exposed, if the quantity is small. When substance is dry, double wrap the container in newspaper, bag it and throw it out in the regular trash or save it and take it a published collection center on one of D.C.'s special hazardous waste collections days.
- ▶ **Save materials for DC's Household Hazardous Waste Collection Program.** In most cases, it is best to store the materials in the original containers in a safe, dry place until it can be disposed of properly.
- ▶ **Common household hazardous materials include the following products:**
 - Nail Polish
 - Batteries
 - Lighter Fluid
 - Car Wax
 - Furniture Polish
 - Household Cleansers
 - Bug Spray
 - Varnish
 - Pesticides
 - Motor Oil
 - Disinfectants
 - Gasoline
 - Turpentine

- Windshield Wiper Fluid
 - Shoe Polish
 - Glue
 - Moth Balls
 - Bleach
 - Oil-or Solvent-based Paint
 - Prescription and Over-the-counter Drugs
 - Antifreeze
- ▶ **Electronic Waste:** The trash room is for non-toxic household waste and recyclables. The DC Department of Public Works Web site has an extensive list of hazardous waste and e-cycling items for disposal at specific sites in DC (**not in the trash room**). Please visit the DPW Web site for information on disposing of electronic waste and e-cycling. <http://dpw.dc.gov/dpw/cwp/view,A,1202,Q,640279.asp>

PLEASE READ the following paragraph, which comes directly from the DPW Web site.

“The Department of Public Works makes it easy for residents to dispose properly of household hazardous waste (HHW) and unwanted electronic equipment (e-waste). Throwing them into the trash, pouring them down the drain, or getting rid of them in other improper ways can pollute the environment and pose a threat to human health, as well as to the health of your family pets and DPW workers. DPW operates two weekly household hazardous waste (HHW) /e-cycling drop-off and free personal document shredding sites at the Benning Road Trash Transfer Station (3200 Benning Road, NE) and the Fort Totten Trash Transfer Station (4900 Bates Road, NE). Both are open on Saturdays, except holidays, 8 am to 3 pm. These weekly drop-off sites replace the semi-annual HHW/e-cycling collection events. Residents also can bring documents to be shredded.”

L. Deliveries

Residents must notify lobby desk attendant of an upcoming delivery if elevator pads and access to the elevator control box are required and the expected elevator tie up time is 20 minutes or more.

1. Rules for week-day deliveries

- All deliveries must be scheduled between 8:00 a.m. and 5:00 p.m. Monday through Friday.
- All deliveries must be made from the rear parking lot. The lobby may not be used for deliveries.
- Coordinate deliveries of single large items (not an entire household) with the lobby desk attendant so that he can notify residents whose cars may need to be moved.
- Either elevator may be used for deliveries. (The south elevator is to be used for household moves.)
- The Association prohibits deliveries from tractor-trailers that block the rear parking lot and driveway. Deliveries must be made using smaller trucks. Residents are

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responsible for communicating with the delivery service on the prohibition of tractor-trailers and the limited space in the parking lot.

- The building maintenance employee installs elevator pads for large deliveries as directed by Managing Agent.
- Building maintenance employee supervises the large delivery per Delivery Procedures.
- Failure to comply with the Delivery Procedures may result in a fee to be decided by the Board.

2. Rules for deliveries on weekends or after 5:00 p.m. on weekdays

- Deliveries are not permitted on Saturday, Sunday, or on weekdays after 5:00 p.m. The Managing Agent will consider exceptions on a case-by-case basis. Saturday or Sunday waivers would permit deliveries from 9:00 a.m. to 5:00 p.m. Weekday waivers would extend the delivery time until 7:00 p.m.
- If a delivery waiver is granted and the Managing Agent determines that the delivery requires that the building maintenance employee (or substitute third party) be on site, a \$100 fee will be charged to cover the employee's time.
- All Delivery Rules and Responsibilities (except hours and fees) apply to deliveries on weekends and weekdays after 5:00 p.m.
- Large deliveries (which are likely to tie up the elevator for more than 20 minutes) include but are not exclusive to the following categories.

Pianos

Beds

Large furniture including armoires, sofas, chairs and cabinets

Renovation construction material

Contacts:

David Burka, Dewayne Jiles

Delbe Real Estate

202-237-0187

Jack Price

3901 Connecticut Ave. Front Desk

02-363-5414

M. Moving Rules and Responsibilities

1. All moves

- All moves (in or out) shall be coordinated with the Management Agent (Dewayne Jiles, Delbe Real Estate) at least one week prior to move date.
- New resident(s) is charged a \$200 move-in fee. Managing Agent must receive the fee three days prior to the move. An additional fee of \$200 will be charged if the (owner or new resident?) does not notify Managing Agent and/or follow the move-in procedures.
- Owners leasing their apartments are responsible for providing a copy of the move-in procedures to their renters. If an owner fails to notify his renter, the owner will be charged the \$200 failure fee. *If an owner uses an agent to lease, both owner and the agent will be notified of the failure to comply with leasing rules.*

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- All moves must be made from the rear parking lot. The lobby entrance shall not be used for moves.
- Either elevator may be used for moves. At time of scheduling a move, new resident shall arrange with Managing Agent who will communicate with building maintenance staff (Carlos) for access to elevator control panel.
- Resident who is moving must communicate to mover that the 3901 parking lot cannot accommodate tractor-trailers. Moving trucks shall not block the driveway or parking lot such that either is impassable.
- Managing Agent coordinates the move or delivery with residents whose cars may need to be moved temporarily to accommodate a delivery truck or moving van.
- Any household moving in or out shall notify the Managing Agent at least five (5) business days in advance. Managing Agent shall post information on scheduled moves on a calendar at the front desk.
- Building maintenance staff shall install elevator pads and posts notices of move by the elevators on each floor.
- Building maintenance staff oversees move activity and elevator use.
- Moves must be scheduled between 8:00 a.m. and 5:00 p.m. weekdays only.
- Entrance doors to the building are **NEVER** to be propped open and left unattended.
- Residents shall breakdown and flatten all moving boxes and deposit in trash room.

2. Moves on weekends or after 5:00 p.m. on weekdays

- Moves are not permitted on Saturday and Sunday or on weekdays after 5:00 p.m. Building Management will consider exceptions on a case-by-case basis. Saturday or Sunday waivers would permit moves from 9:00 a.m. to 5:00 p.m. Weekday waivers would extend the move-in time until 7:00 p.m.
- If a waiver is granted in writing for a weekend or weekday move after 5:00 p.m., a \$100 fee will be charged to cover the costs of the custodian, or a substitute approved by Building Management, to be on site during the moving process.
- A copy of the written waiver received from Building Management must be shown to the custodian and should be posted on the rear door during the move so that all residents and building employees can see that the move has been approved.
- All Moving Rules and Responsibilities (except hours and fees) apply to weekend moves.
- Entrance doors to the building are **NEVER** to be propped open and left unattended.

Contacts:

David Burka, Dewayne Jiles
Delbe Real Estate
202-237-0187

Jack Price
3901 Connecticut Ave. Front Desk
202-363-5414

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N. Bicycles

- Residents' bicycles may be kept in the bicycle room (entrance inside the laundry room). The Association is not responsible for damage or theft.
- Residents who store bicycles in their units should show courtesy and consideration when taking them out of the building. When using the elevator to leave the building with a bike, please give priority to other residents who may be waiting for the elevator at the same time. Bikes are not to be left in the common hallways.
- Residents with bicycles must enter and exit the building through the back doors only. They shall not be taken through the lobby.
- If you bring a bike into the building that may have grimy or wet tires, please wipe tires to avoid soiling common area carpeting.

O. Unit Owner Renovations

- Unit owners and prospective buyers must notify the Managing Agent and Board of Directors of planned unit renovations and gain approval before initiating.
- If structural elements are involved, the Board has authority to request the documented approval of an architect and engineer on the feasibility of the proposed renovation.
- If structural elements are involved in a renovation, the unit owner is responsible for following DC permitting regulations.
- If a planned renovation will generate loud noise, the Board will notify residents in that area of the building to allow those with pets who are unattended during the day to make arrangements to remove pets who might be disturbed by the noise.
- If renovation activity will cause a disturbance to neighboring units, the activity must be confined to normal day time hours—between 8 am and 5 pm.

P. Bulletin Boards and Notices

- Residents may post notices on the bulletin boards located by the mailboxes and in the laundry room. Residents shall not post notices in the common areas. The Managing Agent or Board may post notices important to all residents by the elevators, in the elevators, or on the stairway doors.
- All notices must include the post date and a proposed removal date if an expiration applies to the notice, as in the case of an event on a specific date.

Q. Failure to Follow House Rules and Regulations

Beginning in 2010 the Board plans to begin fining residents who fail to follow the House Rules and Regulations. Any resident who observes an infraction of the House Rules may report the incident to the Managing Agent who will investigate and keep a record of the event. Some rule infractions may be addressed initially with a warning, but a repeat of the infraction will result in a fine. Serious infractions, such as not following the move-in rules, will result in a fine with no warning. The Managing Agent will send a bill for fines owed.

The 3901 Connecticut Ave Condo Association Board of Directors gives its written consent for the current prospective buyer of Unit #XXX to install a washer/dryer inside the unit if, and only if, the following conditions are all met to protect the Condominium and its use and enjoyment:

- All necessary permits are obtained from the proper District of Colombia authorities (1999 Bylaws Section 7.9),
- The current prospective buyer agrees to hire an architect and engineer and have that person consult with 3901 Connecticut Ave developers who have experience installing washer/dryers in a number of the building's units and can share lessons learned in order to avoid potential problems,
- The current prospective buyer provides the Condo Association Board with documented approval of an architect and engineer on the feasibility of the proposed installation (House Rules and Regulations, Section O),
- The current prospective buyer follows all DC permitting regulations (House Rules and Regulations, Section O),
- The current prospective buyer uses a plumber that is both licensed and insured in the District of Columbia, and
- Renovation activity is confined to week days between 8am and 5pm (House Rules and Regulations, Section O).

Cara J. Ciullo
President, 3901 Connecticut Ave Condo Association

Date

Special Assessments
3901 Connecticut Avenue Condominium

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This document is currently either not available or not applicable for this association.

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Additional Information
3901 Connecticut Avenue Condominium

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TO: All Unit Owners
FROM: Board of Directors
Re: Insurance Requirements

This memorandum is to remind all unit owners that as a result of amendments adopted in 2014, the D.C. Condominium Act now includes a provision requiring that all unit owners maintain unit owners' insurance policies in the following minimum amounts:

Liability Insurance Policy	\$300,000.00
Property Damage Insurance Policy	\$10,000.00

We recommend that all unit owners contact their insurance agents to confirm that they have coverage in the required minimum amounts.

The DC Condominium Act also provides that if the Bylaws of the Association do not otherwise provide, a unit owner shall be liable for the master insurance policy deductible (up to a maximum of \$5,000) for damage to the common elements and/or other units, when the cause of the damage originates in his/her unit. The mandatory unit owner insurance policies referenced above may provide coverage for this obligation.

This notice is provided pursuant to D.C. Code Section 42-1903.10(j)(2).

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Carbon Monoxide & Smoke Alarms Requirements

History

Only 250,000 ionization type smoke detectors were sold in the United States 44 years ago. Most of these were used in public and commercial buildings. Relatively few were installed in private homes. This number increased dramatically over the next five years, in 1978, when approximately 14 million ionization chamber smoke detectors (ICSDs) were sold mostly for use in homes. Over this period, the percentage of homes with smoke detectors rose from 10% to 77%. More than 80% of homes today are believed to have one or more [ICSDs](#).

In 1978, District of Columbia Council adopted a law to take advantage of this smoke detector technology revolution to protect its residents at the time. As technology evolved, the availability and use of smoke and carbon monoxide detectors expanded throughout the country. Older existing properties fell farther and farther behind the level of fire safety that was typically found in newer buildings. Recently, in a move to improve safety standards in existing buildings, the Council repealed outdated aspects of the 1978 Smoke Alarm Act so that property owners, landlords, and property management companies would be compelled to comply with modern safety standards for smoke and carbon monoxide detectors, as set forth in the [2013 District of Columbia Construction Codes](#).

Current

Protecting the lives of all people residing and visiting the nation's capital is the highest priority to District regulatory leadership. The [Department of Consumer and Regulatory Affairs \(DCRA\)](#) is working to educate the public about the new guidelines and requirements of smoke and carbon monoxide alarm detectors in residential buildings in the District of Columbia, including but not limited to: one and two-family homes, townhouses, apartments, condominiums, hotels, dormitories, and institutional buildings where people reside on a 24-hour basis.

The District of Columbia requires the installation and maintenance of smoke and carbon monoxide alarms through specific regulations set forth in the [District of Columbia Construction Codes](#) (2013), including the [District of Columbia Property Maintenance Code](#) (2013), referred to as the "Property Maintenance Code."

These regulations impose obligations and responsibilities on both the property owners and tenants to help ensure that all District residents remain safe in their homes from the dangers of fire and carbon monoxide poisoning.

All new and existing buildings in the District of Columbia were required to comply with the smoke alarm requirements, effective March 28, 2014, when applicable to the building use and occupancy as set forth in the [District of Columbia Building Code](#) (2013), [District of Columbia Property Maintenance Code](#) (2013) and [District of Columbia Fire Code](#) (2014). A transition period, until March 28, 2017, was provided for existing residential buildings in the District of Columbia to come into compliance with the new requirements for smoke alarm locations. New requirements require a smoke alarm in every room used for sleeping purposes, on the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms, in each story within a dwelling unit.

Also effective March 28, 2017, all institutional and residential buildings containing dwelling units that have a fuel-burning appliance, or an attached garage, must install an approved carbon monoxide alarm outside each separate sleeping area or grouping of bedrooms.

Residential property owners are required to ensure that tenants are provided with both carbon monoxide and smoke alarms that comply with the requirements of Sections 310 and 704 of the [Property Maintenance Code](#). The following requirements regarding installation, placement, and replacement of the devices, as well as notifications and record-keeping requirements, apply to all properties, whether a Class A Multiple Dwelling, a Class B Multiple Dwelling or a Private Home (1-2 family dwelling). Additional requirements, which apply only to specific classifications of buildings, are also outlined below.

After a three-year transition period, DCRA will begin enforcing these regulations in March 2017. We will educate the public on the requirements of the new law and our enforcement process.

Enforcement Plan

Effective March 28, 2017, DCRA will begin enforcing the requirements pertaining to the installation and maintenance of smoke detectors and carbon monoxide detectors. During the initial period, from March 1 through September 30, 2017, DCRA will be educating the public about the transition and inspectors will begin issuing “warning” notices to persons that are not in compliance with the [Property Maintenance Code](#) (2013). Beginning October 1, 2017, inspectors will issue a “Notice of Violation” to property owners failing to comply with the code.

The Notice of Violation shall carry a potential fine. If the violation is not corrected within the specified timeframe, it could result in a civil infraction fine.

Schedule:

March 1 through September 30, 2017

- Education and outreach to partners, customers, and District residents and business owners.

March 28, 2017

- Inspectors will begin issuing "warning" notices to persons that are not in compliance with the [Property Maintenance Code](#) (2013).

October 1, 2017

Inspectors will begin issuing "Notice of Violations" to property owners failing to comply with the code. The Notice of Violation shall carry a potential fine.

Requirements for Smoke & Carbon Monoxide Alarms in the District of Columbia

Smoke Alarms

Residential Buildings A smoke alarm must be installed in each room used for sleeping purposes, one on every floor in a dwelling unit and one on the ceiling or wall outside of each sleeping area in the vicinity of bedrooms. Special exceptions may apply for sleeping areas that are distant from each other and may require multiple alarms to be installed to meet the requirement of placing one alarm outside of each sleeping area.

All smoke alarms in new and existing buildings must be hardwired and have a battery backup. Battery operated smoke alarms are allowed in the following existing buildings:

1. Buildings where no construction is taking place;
2. Buildings that are not served from a commercial power source; or
3. In existing areas of buildings undergoing alterations or repairs that do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space, or basement available which could provide access for building wiring without the removal of interior finishes.

Where more than one smoke alarm is required to be installed within a dwelling unit, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the smoke alarms. Physical interconnection of smoke alarms shall not be required where listed wireless alarms are installed and all alarms sound upon activation of one alarm. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.

Physical interconnection is not required in the following situations:

1. In existing buildings that are not undergoing alterations, repairs, or construction of any kind.
2. Smoke alarms in existing areas are not required to be interconnected where alterations or repairs do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available which could provide access for interconnection without the removal of interior finishes.

Where a building is altered or renovated, the building may be required to come into compliance with the requirements for hardwired interconnected smoke alarms.

Tenant Rights and Responsibilities

Where the owner or operator of a housing business has failed to comply with the smoke alarm provisions, the tenant is authorized to purchase, install and maintain battery-operated smoke alarm(s) as a temporary safeguard at the owner's expense, subject to the following: (a) the *tenant* must notify the owner or operator in writing that installation, replacement or repair of a smoke alarm is required by law (Section 704.2 of the Property Maintenance Code) and request that the owner or operator take appropriate action, and the owner or operator fails to take the requested action within 10 days after such request or such later date as mutually agreed; and (b) the *tenant* must provide the owner or authorized agent of the owner with access to the *dwelling unit* to correct any smoke alarm deficiencies which have been reported.

Reasonable costs incurred by the tenant may be deducted from the rent for the dwelling unit pursuant to procedures governing landlord tenant relationships set forth in 14 DCMR. No tenant shall be charged, evicted, or penalized in any fashion for failure to pay the reasonable costs deducted from the rent for the dwelling unit for purchase, installation or maintenance of smoke alarms under this section.

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Disabling of Smoke Alarms

Tampering with, removing, destroying, disconnecting or removing the batteries from any installed smoke alarm, except in the course of authorized inspection, maintenance or replacement of the alarm, is prohibited by law.

Carbon Monoxide Alarms

All Buildings with Residential or Institutional Occupancies

Effective March 28, 2017, a carbon monoxide alarm complying with Underwriters Laboratory (UL) Standard 2034 shall be installed in the immediate vicinity of bedrooms in dwelling units (defined as *a single unit providing complete, independent living facilities for 1 or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation*) located in a building containing a fuel-burning appliance or a building with an attached garage. One alarm is required outside each separate sleeping area or grouping of bedrooms. Carbon monoxide alarms are not required where:

1. The dwelling unit is located in a building with a fuel-burning appliance or an attached garage, but the dwelling unit does not itself contain a fuel-burning appliance or an attached garage;
2. The dwelling unit is located more than one story above or below any story which contains a fuel-burning appliance or attached garage;
3. The dwelling unit is not connected by ductwork or ventilation shafts to any room containing a fuel-burning appliance or to an attached garage; and
4. The building is equipped with a common area carbon monoxide alarm system.

Single station carbon monoxide alarms must be battery operated or receives their primary power from the building's electrical wiring system. Hardwired and plug-in carbon monoxide alarms must be equipped with battery backup.

Combination Smoke/Carbon Monoxide Alarms

Combination smoke/carbon monoxide alarms shall receive their primary power from the building's electrical wiring, when such wiring is served from a commercial source, and when primary power is interrupted, shall receive power from a battery. Wiring shall be permanent and without a disconnecting switch

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other than those required for over-current protection. Smoke alarm features of combination smoke/carbon monoxide alarms shall be interconnected.

Carbon Monoxide Detection Systems

Carbon monoxide detection systems, which include carbon monoxide detectors and audible notification appliances, installed and maintained in accordance with this section for carbon monoxide alarms and NFPA 720 shall be permitted. The carbon monoxide detectors shall be listed as complying with UL 2075.

The owner or operator of a housing business shall replace or repair the carbon monoxide detectors within 15 days of receipt of written notification by an occupant or tenant that replacement or repairs are needed. The owner or operator shall ensure that a carbon monoxide detector is operable and in good repair at the beginning of each tenancy.

Guidelines for Connecting the Smoke Alarm

The smoke alarm should be hard wired or connected to the household electrical system with a battery backup.

Guidelines for Connecting the Smoke Alarm

For additional information on carbon/smoke alarms, please visit:
<http://fems.dc.gov/fems/cwp/view,a,3,q,526018,femsNav,|31511|.asp>

Additional Smoke/Carbon Monoxide Alarm Information

FEMS provides free smoke detectors and batteries for people who cannot afford them.

For more information, contact:

Ferdinand Gamboa
Housing Inspection Program Manager
Department of Consumer and Regulatory Affairs
Office: 202. 481.3559
Cell: 202. 439.3285
Email: ferdinand.gamboa@dc.gov

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