

**AMENDED AND RESTATED RULES AND REGULATIONS
THE OVERLOOK CONDOMINIUMS AT WASHINGTON VIEW
Effective November 1, 2011**

INTRODUCTION

1. The Unit Owners Association of The Overlook Condominiums at Washington View, Inc., also known as The Overlook Condominiums at Washington View (the "Association"), acting through its Board of Directors (the "Board"), has adopted the following Rules and Regulations ("Rules"). The Board may amend these Rules from time to time.
2. Whenever in these Rules reference is made to "Occupant", such term shall apply to the occupant of any Unit located at 2601, 2603, 2605, 2607, 2609, 2617 and 2619 Douglass Road, SE, Washington, DC (the "Property"), including any Unit Owner and/or tenant or any other person occupying the unit, his or her family, whether or not in residence, servants, employees, agents, visitors and to any guest, assignee, invitees or licensees of such Occupant. Wherever in these Rules reference is made to the Association, such reference shall include the Association, the Board, and the Managing Agent when the Managing Agent is acting on behalf of the Association.
3. Occupants shall comply with all applicable laws, Rules and condominium instrument provisions governing Units and common areas, which include, for example, the hallways, stairways, storage rooms, sidewalks, patios, recreational areas, pet walking areas, parking areas, trash areas, and all grounds of the Property.
4. These Rules supplement but do not attempt to replace or contradict the condominium instruments or District of Columbia law. To the extent there is any conflict between the condominium instruments and these Rules, the condominium instruments shall control.

ENFORCEMENT

5. Consistent with the rights and remedies set forth in the Association's condominium instruments and pursuant to DC law, including but not limited to Bylaw 5.1(k), the Board shall have the right to assess each Unit Owner a fine for both violations of the Rules of a continuing nature and for violations of a non-continuing nature. In the event of a violation that is in the nature of a continuing violation, the Board shall have the right to fine such Unit Owner up to \$50.00 per day for each day the violation continues. Prior to imposing a fine for a continuing violation, the Board shall provide the Occupant and/or Owner, as appropriate, a demand to cease the violation. In the event of a violation that is not in the nature of a continuing violation, the Board shall have the right to fine such Unit Owner an amount up to \$150.00 for each violation of these Rules committed by such Occupant

GENERAL RESTRICTIONS ON USE

6. Unless otherwise permitted by the Board in advance and in writing, no Units shall be leased if the percentage of leased Units on the Property already meets or exceeds the maximum percentage permitted for Unit Owner or prospective Unit Owner FHA loan eligibility, or will cause the percentage of leased Units to exceed the maximum percentage permitted for FHA loan eligibility. Moreover, if a Unit Owner is more than \$400.00 in arrears with respect to any condominium assessment obligation pertaining to any unit owned in whole or in part by that Unit

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Owner (or by any entity owned in whole or in part by that Unit Owner) then no Unit owned by that Owner, in whole or in part (or owned by an entity owned in whole or in part by that Unit Owner) may be leased to another by that Owner, even if the Unit sought to be leased is a different Unit from the Unit in arrears. As such, Unit Owners must contact the Managing Agent and/or Board before leasing a Unit and receive written permission to lease each Unit before it is leased. The Board may impose fines, consistent with Bylaws 9.13 and 5.1(k) and Rule 5, until a Unit Owner is in compliance with this provision. All Owners must lease their Units pursuant to DC law, including but without limitation its rental unit licensing requirements. Copies of newly executed or renewed leases, whether related to new or existing tenants, must be promptly provided to the Board or the Managing Agent of the Association at least once per year and consistent with Bylaw 9.13, and in no circumstances more than seven (7) days after the lease is executed or renewed.

7. Unless expressly approved by the Board in writing, no public hall or stairway, or any common element, shall be decorated or furnished by any Occupant in any manner.
8. The sidewalks, entrances, halls, stairways, and fire exits may not be obstructed, encumbered in any way, or used for any purpose other than for egress and ingress.
9. No overshoes, boots, umbrellas or other articles shall be placed in the halls, stairways or other common areas, nor shall anything be hung from the outside windows or over balcony or terrace railings. Neither shall any linen, clothing, curtains, rugs, mops, or other objects be shaken or allowed to protrude from the windows, patios, balconies or doors. Planters, plants/flowers are excluded; however, they cannot be permitted to exceed interior confines of the balconies, nor encroach into another Unit Owner's space.
10. At no time shall cigarettes, projectiles or other objects be thrown from the balconies. In addition, no Occupant shall purposely allow anything, including water, to fall from the windows, doors or balconies of the Property, nor shall Occupants sweep or throw from the Property any dirt or other substance into the halls, ventilators or elsewhere in the Property or on the grounds.
11. Occupants are not allowed to feed pigeons or other wild birds/animals on the property.
12. No Occupant shall cause or permit anything, other than window treatment in accordance with Rule 14 and United States Flags, to be hung, displayed or exposed on the exterior of a Unit or areas appurtenant to the Unit, whether through or upon windows, doors or masonry of such Unit. The prohibition includes, without limitation, laundry, clothing, rugs, signs, awnings, canopies, shutters, radio or television antennas/satellites, door decorations or any other item. Under no circumstances shall any radio or television antennas/satellites or other items be installed by the Occupant beyond the boundaries of the Unit; including all windows, doors, and balconies. An Occupant, however, may use a central radio or television antenna provided as a part of the Unit. No clothesline, clothes rack or other device may be used to hang any items on any window, nor may any such devices be used anywhere in the common areas. Balconies and terraces may not be used as storage areas under any circumstance. This restriction includes, for example, grills (which cannot be placed on balconies per DC law, anyway), bikes, and furniture other than patio furniture that is utilized by an Occupant.

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HOLIDAY EXCEPTIONS:

13. During holidays, Unit Owners may decorate the outside of their Units according to the following guidelines:
 - a. lights or other decorations may be wrapped on balcony rails;
 - b. lights may be displayed on the outside of their windows; and
 - c. doors in the hallways may be decorated within reason. There can be no permanent changes, no musical decorations, and no decorations that would affect the common areas and/or entryway of another residence.
14. All window treatments must appear white when viewed from the outside of the building. Acceptable window treatments will include treatments that are white or appear white from the outside of the building, for example: Venetian blinds, draperies/curtains with white backings, shades, and shutters.
15. No air conditioners, bar or grillwork apparatus or other projections shall be attached to the outside walls of any building.
16. No additional plantings or fence construction shall be added to the present landscaping by any Occupant without prior written approval of the Board.

No gasoline or other explosive or flammable material may be kept in any Unit. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations the public authorities having jurisdiction over same. Any intra-Unit alterations, that affect that Unit's, another Unit's or the common elements' supplies or lines of electricity, plumbing or gas must be approved, in writing, by the Board
17. All garbage and trash must be placed in plastic trash bags and deposited in the dumpster containers provided outside the building. No garbage or trash shall be placed on the floor or elsewhere on any common area. No garbage cans, containers or bags of any kind shall be placed in common areas.
18. No playing, loitering or lounging shall be permitted, except in the designated common areas such as the courtyard. Baby strollers, bicycles, playpens, wagons, toys, benches, chairs or other articles of personal property shall not be left unattended in common areas of the Property, including but not limited to the passageways, parking areas, courtyard, sidewalks or lawns or elsewhere on the common areas.
19. Occupants shall not use grills of any type in front of their Unit, near parking lot sidewalks, on or near their balconies or otherwise in violation of DC law. Use of grills on the Property is allowed in the courtyard area, with prior written consent from the Board or Managing Agent. If approved, Occupants must properly and appropriately dispose materials related to the use of a grill (for example, charcoal, lighter fluid, food prep materials, etc.). Under no circumstances may

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a grill be used if it is situated within ten (10) feet of a building, vehicle or parking space, or if the grill otherwise creates a nuisance, or if it impedes safe travel, ingress or egress.

20. The toilets and other water and sewer apparatus shall be used only for the purposes for which designed, and no sweepings, matches, rags, ashes or other improper articles shall be thrown in them.
21. No Occupant shall install or cause to be installed in any Unit a clothes washing or drying machine, except if it meets standards consistent with the existing washers and dryers that the new washers and dryers will be replacing. In particular, the washers and dryers must be stacked, and must have pipes and vents, if any, that fit with the current pipe and vent measurements and standards, if the dryer is not of a ventless nature. When in doubt with respect to the standards articulated herein associated with washers and dryers, Occupants shall contact the Board and/or Managing Agent to inquire regarding the standards. Owners are cautioned against excessive use of soaps and other detergents in their appliances or plumbing apparatus, which may cause overflow of suds in any other Unit or any central waste disposal system.
22. No Occupants shall make or permit any disturbing noises in the building or common areas by either the Occupant, his/her family, pets, servants, employees, agents, or visitors that may disturb the comforts or convenience of other Occupants. All Occupants shall keep the volume of any sound-producing devices in their Units sufficiently reduced during the hours of 10 PM and 8 AM so as not to disturb other Occupants, except upon prior written consent of the Board. In the event that an Owner will be having a party that will require music outside of the above stated hours, a request will need to be submitted to and approved in writing by the Board. If approved, the cut-off time may be extended to no later than midnight.
23. Occupants are responsible for cleaning behind their pets and proper disposal of waste on the Property.
24. The Association shall in no event be liable for the loss, destruction, theft or damage to personal property left in common areas.
25. Occupants are encouraged to obtain at their expense an insurance policy that covers their contents and property from fire, theft and other perils. Unit Owners assume all responsibility for damage by fire, water or other casualty or theft loss to the property and the Board shall have no liability for it. Owners are encouraged to procure sufficient insurance with a flood rider. Owners that are renting their Units should encourage their tenant(s) to procure renter's insurance as a protection for loss of personal property due to casualty, theft, fire or water damage. The following items are prohibited from being stored in the Units: shredded paper, gasoline, more than four tires or any hazardous material.
26. Property in any unassigned parking space, aisleway or other common element area may be removed without notice and disposed of. The Board, its agents and employees shall not be liable for any loss from disposal of such property.
27. Solicitation is not permitted on the Property.

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PARKING

28. Unless otherwise authorized by the Association, the parking areas may not be used for any purpose other than parking automobiles, offsite storage bins (for example, PODs) for no longer than ten (10) calendar days, and other noncommercial vehicles. No buses, large trucks, trailers, boats, recreational or commercial vehicles shall be parked in the parking areas or in driveways without prior consent of the Board. All vehicles must have current license plates and be in operating condition. No hoses may be hooked up to the property to wash cars in public areas. No items such as tires, cans of oil, etc., shall be kept in parking spaces. In addition, the following rules will also apply to the parking areas:
- No car covers are permitted;
 - All vehicles must display hangtags distributed by the Board or Managing Agent to those authorized to park in the parking lot;
 - No auto repairs are to be made in the parking lot; and
 - Removal and clean-up of automotive fluids will be assessed to the Unit Owner responsible for the parking space on which such fluids are found.
29. All Occupants shall observe and abide by all parking and traffic regulations as posted by the Board or by municipal authorities. Vehicles parked in violation of any such regulations may be towed away at the Unit Owner's sole risk and expense.
30. Parking so as to block sidewalks or driveways shall not be permitted. If any vehicle owned or operated by an Occupant, any member of his family, tenants, guests, invitees, or licensees, is illegally parked or abandoned on the Property, the Association shall be and is hereby held harmless by such Occupant for any and all damages or losses that may ensue, and any and all rights that the Owner or driver may have under the provisions of applicable laws and ordinances are expressly waived. The Occupant shall and does hereby indemnify the Association as a result of such illegal and/or impermissible parking or abandonment and any consequences of it.
31. Each Unit will be entitled to one parking space. The Board assigns the parking space. All parking spaces are the property of the Association and must be surrendered on demand of the Board or its agents, upon determination of excessive delinquency or serious violation of other association Rules or Bylaws. In the event that a Unit Owner defaults on the Unit Owner's obligations to the Association, the Board may reassign the parking space of the defaulted Occupant, in any way it deems in the best interest of the Association. Any non-Occupant must abide by all parking rules.

KEY POLICY

32. 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 condition which violates the provisions of any mortgage covering that Unit or

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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.

33. Occupants shall grant access to Storage Units to address typical maintenance issues or other matters requiring immediate attention. The Board or managing agent shall notify Occupants whenever reasonably practicable before performing maintenance or attending to other matters in Storage Units.
34. Employees and agents of the Association are not authorized to accept packages, keys, money (except for charges due the Association) or articles of any description from or for the benefit of an Occupant. If packages, keys (whether for a Unit or an automobile), money or articles of any description are left with the employees or agents of the Association, the Occupant and/or Unit Owner, as appropriate, assumes the sole risk for it, and the Occupant, not the Association, shall be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting from it or connected with it. The Association does not assume any responsibility for loss or damage in such cases.

BUILDING ACCESS AND EGRESS

35. Each Occupant shall assume personal responsibility for the secure closing of all entrance doors and making sure that these doors close behind Occupant, and all consequences therefrom. Any malfunction must be reported to the Managing Agent immediately.
36. Each Occupant must take reasonable precautions to prevent strangers or unidentified persons from following him/her through a locked door, climbing perimeter gates, or following him/her through the opening of the electronic gate.

COURTYARD AREA

37. The Guidelines for Usage of the Overlook Condominium Association Courtyard will serve to detail provisions provided and responsibilities assumed by Unit Owners that use the courtyard. These Guidelines will allow the Overlook Condominium Association to maintain a clean and attractive area for social gatherings for years to come. These Guidelines neither intend nor are expected to prohibit the normal and frequent use of the courtyard by Unit Owners or their friends and families.

The courtyard maybe used for the purposes of organized social gatherings between the hours of 8:00 AM and 10:00 PM, unless otherwise permitted by the Board or Managing Agent in writing beforehand.

- a. Non-residents of the Overlook Condominium Association may not organize, facilitate or engage in an organized social gathering in the courtyard or any other common area without being accompanied by an Occupant.

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- b. Any Occupant using the courtyard must maintain a clean and orderly appearance of the courtyard, at all times.
- c. Any damage to bushes, trees, benches, or bricks by Unit Owners or guests shall be the responsibility of the Unit Owner or Owners using the courtyard.
- d. Coal, wood, or other items used for cooking food must be properly prepared for disposal.
- e. All trash, including, but not limited to, paper, plastic, food, cups, etc., shall be picked up and properly disposed of prior to Unit Owners going in for the evening. Any trash receptacles used in the courtyard must be removed.

STORAGE AREAS

- 38. Occupants shall store belongings in a neat and orderly manner. No food or substances should be stored that attracts vermin and other insects. All belongings should be packed in sealed boxes and or plastic storage bins.
- 39. The following items are prohibited from being stored in the Units and storage rooms: shredded paper, any type of Styrofoam, gasoline, more than four tires or any hazardous material.

MISCELLANEOUS

- 40. Complaints regarding the management of the Association or regarding actions of other Occupants shall be made in writing to the Managing Agent or the Board. No Occupant shall direct, supervise or in any manner attempt to assert control over or request favors of any employee or agent of the Managing Agent or the Association.
- 41. Owners shall have a common responsibility to report to the Board, Management Company and/or the police, any violations, issues or matters requiring attention so that resolution can be brought about quickly.

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**PAYMENT AND COLLECTION PROCESS FOR
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The monthly assessment is due on the first (1st) of each month, although a grace period until the fifteenth (15th) of each month is provided. In order for your payment not to be considered late, the Managing Agent must *receive* payment by the close of business (5:00 pm) on the date due, whether made online, via mail, courier or otherwise.

If you have not paid your assessment in full by the 15th of the month, you are considered late. If you have an open account balance on the 16th of the month, one or more of the following may occur:

You will be sent a reminder letter and an invoice, which will reflect a \$30 late fee, interest at an annual rate of 10% and the condominium assessments due and owing. Your account will be sent to the Association's attorney for further action at any point after the assessment is late, at which time the Unit Owner may also be responsible for collection costs and attorneys' fees. The attorney may also file a condominium lien on the subject Unit and/or Unit, file suit against the delinquent Unit Owner and/or foreclosure on the Unit.

If you have any concerns regarding your account and/or have a dispute regarding any charges, contact the Managing Agent and/or the attorney, as appropriate, to discuss.

Non-payment could result in further actions such as loss of parking and leasing privileges.