

**WALTER E. WASHINGTON ESTATES, INC.
HOMEOWNERS ASSOCIATION
828 BELLEVUE STREET SE
WASHINGTON, DC 20032**

RULES AND REGULATIONS

(Effective April 1, 2023)



Walter E. Washington Estates Rules

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I. Introduction

Walter E. Washington Estates (WEWE) is named in honor of the late Mr. Walter E. Washington, the first Mayor of the District of Columbia. Walter E. Washington Estates, Inc. (hereinafter referred to as the HOA, the Association, or the community) was established in November 1998.

The purpose of the Association is to operate and maintain the property of WEWE for the mutual benefit of its members. Each homeowner is a member and has a vested interest in the Association.

The Rules and Regulations (Rules) assist the Association in protecting property values and ensuring peace and enjoyment for all residents. They serve as a guide to the conduct and activities of all Members, Residents, and Nonresidents.

II. Board of Directors

In accordance with the Association's Bylaws (Bylaws), as amended, and Declaration of Covenants, Conditions and Restrictions (CCR's), the Association is governed by an elected Board of Directors (Board), which consists of homeowners who reside on the property. See the Bylaws and CCR's for more information on the Board.

III. Members/Residents/Nonresidents - Definitions

Any term used in these Rules that is given a specific definition in the Association's Bylaws and/or CCR's shall have the same definition in these Rules.

Member – Every owner of a Lot, which is subject to assessment is a member of the Association. Membership is automatic and cannot be waived or canceled.

Resident – Someone who occupies a home within the community. To occupy a home, you must be one of the following:

1. The homeowner;
2. Someone the homeowner allows to reside in the home simultaneously with the homeowner;
3. A tenant whose name appears in a lease agreement with the homeowner; and/or
4. A minor child of a homeowner or tenant.

Nonresident – Homeowner who lives off-site; Guest; Service Provider; Other.

1. A guest is someone who temporarily visits a resident or residence.
2. A service provider is a person or company who/that is providing a service or delivering a product that has been requested by a resident. This also includes mail carriers, utility companies, law enforcement and other government officials. Solicitors are NOT service providers. They are the same as any other trespasser and are not authorized to be on the property.

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IV. Assessments/Collections

Purpose of Assessments

Assessments are used for, among other things, the following: to promote the recreation, health, safety, and welfare of the Residents within the property; for the improvement and maintenance of the common areas and community facilities; and as is otherwise consistent with the rights and responsibilities of the Association for the benefit of the Members.

Nonpayment of Assessments and Collection Procedure

1. Assessments that are charged monthly are due by the 1st day of each month.
2. Payments not received in full by the close of business on the thirtieth (30th) day after the due date are considered late. In such an event, the Association may do some or all of the following every time a payment is late and/or monthly: (a) send a reminder letter and a statement outlining the amount owed; (b) assess a late fee of \$5 or five (5%) percent of the assessment, whichever is greater; (c) assess interest at an annual rate of ten (10%) percent; (d) assess collection costs; (e) assess reasonable attorneys' fees actually incurred resulting from the Association's efforts to collect past due assessments; and (f) accelerate and declare due the entire balance of the assessments for the remainder of the fiscal year. These charges or fees may be changed by the Board, and Members will be notified of any such changes.
3. Until April 30, 2023, payments shall be applied to the oldest debt. Starting thirty (30) days after the adoption of these Rules, payments shall (in the absence of any specific instructions to the contrary from the Member accompanying the payment) be applied in the order as follows:
 - A. To attorneys' fees and costs of collection, if any;
 - B. To maintenance or repair charges, if any;
 - C. To fines for violations of the Rules, Bylaws, and/or Lease, if any;
 - D. To late fees, if any;
 - E. To interest, if any; and
 - F. To any other outstanding charges, including monthly HOA fees.
4. Lots that are delinquent in the payment of assessments may be referred to the Association's attorney for further action. The Member shall be responsible for the costs the Association incurs associated with attempts to collect assessments, including attorneys' fees and collection costs. The Association and/or its agent(s), on the Association's behalf, may also record a notice of a lien on the subject Lot, or file suit against the delinquent Member, among other remedies that the Association may pursue for non-payment of debts owed to it.

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V. Lot Maintenance

Maintenance by Owner

The owner of each Lot shall keep their Lot in good order and repair, including, but not limited to maintaining lawns, plants, and shrubbery; repairing/replacing roofs, gutters, downspouts, windows, shutters, doors, handrails, porches, and driveways.

Trash and Recycling Collection

Household trash and recyclables are picked up by DC Department of Public Works (DPW). DPW requires garbage and trash to be secured in bags and placed in the green trash cans. Throwing garbage in your trash cans that is not secured in bags can be unhealthy and unsafe for the Members, Residents and trash collection workers. It puts everyone at risk.

DPW requires recyclable materials to be put in the blue recycling cans without being put in plastic bags. The use of plastic bags in the recycling cans may lead to the city imposing fines on the Member.

1. All green trash cans and blue recycle cans MUST always be closed. Any materials that will not fit in the cans with the lids closed must be kept in the residence until there is room for the material or the Resident must make other arrangements to have the materials removed at his/her own expense.
2. Residents are responsible for picking up their own trash spilled on common areas and disposing of it in sanitary containers or receptacles.
3. No trash or debris is to be left in any area that is visible to others such as walkways, decks, patios, common areas, etc.
4. All trash and recycling containers must be kept in front of your home or garage. No trash or recycle cans shall be placed outside of the WEWE property gates except for the evening before trash pickup.
5. Trash collection is on Friday. If there is a holiday on a weekday in the same week, however, trash will be picked up on Saturday. For Residents on Barnaby Street, trash and recycle cans may be placed curbside no earlier than 5:00 p.m. the evening before and retrieved no later than 7:00 p.m. the evening of trash pickup.
6. Large cartons and boxes must be broken down and tied before being placed at the curb for pick up.
7. If you will be out of town, ask for help from a neighbor. Do not put your trash can out early.

Bulk Trash

DPW collects large bulky items by appointment only. To make an appointment, contact the Mayor's Citywide Call Center at 311. You can also make an appointment online by visiting www.311.dc.gov. Items that are being picked up should be put out the night before the scheduled pick-up. If any items are not picked up or left within the gates of WEWE, it is considered public dumping. It is the responsibility of the Resident to remove the items.

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VI. Compliance with Law and Noise Control

Members and Residents of Lots must comply with all applicable laws, including, but not limited to, zoning and land use laws, having jurisdiction over the Lots, and WEWE. Members and Residents of Lots shall hold the Association and other Members harmless from all fines, penalties, costs, and prosecutions arising out of any noncompliance or other violation.

1. Noise can be a problem any time, especially during the warmer months. Please be considerate of those living close to you and keep noise volume as low as possible at all times. No obnoxious or offensive activity shall be conducted which becomes an annoyance or nuisance to the neighborhood or any adjoining property or in any way interferes with the quiet enjoyment of other Residents.
2. No obnoxious or unreasonably offensive activities may be carried on in any Lot, nor may anything be done therein either willfully or negligently that may be or become an unreasonable annoyance, that interferes with the proper use of the property by Residents, or that adversely affects other Lots or Residents. Residents are responsible for ensuring they and their Nonresidents do not unnecessarily disturb other Residents. Violence of any kind is strictly prohibited.
3. Any accident, damage and/or injury that occurs in or on the common areas must be immediately reported to the Board as well as the property management company to facilitate an investigation and/or other follow-up. If the damage was caused by a Member, Resident or their Nonresident, the Member will be held financially responsible for the damage caused to the common areas.
4. Televisions, radios, electronic devices, music sources/instruments, party activities, and other noise sources (including barking dogs and car horns) must be restricted at all times to a level that does not disturb other Residents. Repeated engine revving is prohibited.
5. Construction/Gardening workers may not start work before 8:00 a.m. Monday through Friday and not before 10:00 a.m. Saturday and Sunday. Construction/Gardening workers must leave by 7:00 p.m.
6. The use of power tools outdoors is prohibited prior to 8:00 a.m. and after 7:00 p.m.
7. No snowmobiles, go-carts, motor bikes, trail bikes or other loud engine recreational vehicles shall be run or operated upon any Lot or upon the roads servicing the community.

VII. Pets

Only domesticated birds, dogs, and cats shall be kept or maintained on any Lot. Their maintenance shall not cause or result in odors, noise, or other conditions constituting an annoyance or nuisance to the Residents of other Lots or the community and shall be in compliance with District of Columbia laws.

1. All dogs and cats must be registered with the management company.
2. Owners and/or custodians of pets shall not allow the pet to run at large in the community. A pet is deemed to be running at large while roaming, running, or self-hunting or when not

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restrained by a dependable person as defined by District of Columbia law. All pets must be carried or leashed at all times when on the grounds of the community.

3. All pets must have appropriate vaccinations, licenses and tags, as required by District of Columbia law.
4. Pet owners shall be responsible for the immediate cleanup and disposal of pet waste. Animals are not allowed to defecate or urinate in or on the common areas. Kitty litter shall be disposed of in a tightly sealed plastic bag and placed in the green trash cans on normal trash collection days.
5. Residents and/or Lot owners shall be responsible for all costs for repairing damage to common areas or other Lots caused by their or their Nonresident's pet(s).
6. Residents or Nonresidents with pets shall ensure their pets do not become a nuisance to other Residents in the community. Actions which may constitute a nuisance include, but are not limited to, barking, crying, scratching or being hygienically offensive.
7. Pets shall not be chained or leashed to any common area.
8. Pets may not be kept, bred, or maintained for any commercial purposes.
9. If the Board of Directors, after notice and an opportunity to be heard, determines that a pet, or the pet's owner, has done or permitted any of the following, the owner may be required to permanently remove the pet from the community upon three days' written notice of the determination:
 - A. The pet repeatedly makes noise that disturbs Residents;
 - B. The pet attacks or attempts to attack an individual or another pet;
 - C. The pet is repeatedly allowed to run loose; and/or
 - D. The owner of the pet repeatedly fails to pick up after the pet or allows the urine or droppings from the pet to accumulate or soak into any portion of the community.
10. Service animals are permitted as reasonable accommodations for individuals with disabilities to the extent they are permitted by applicable law.
11. Residents should report all violations of pet rules to the management company. Additionally, violation of items 2 and 3 should be reported to DC Animal Control.

VIII. Smoking

WEWE is a smoke-free community. Residents and Nonresidents who choose to smoke inside the home or in their yard MUST contain the smoke to their residences or property. Secondhand smoke seeping through walls or being wind-carried from one yard to the other poses both a health risk and a nuisance.

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IX. Holiday Celebrations/Decorations

1. Residents may display holiday decorations only on the Lots where they reside. Decorations must not be extra bright or large. Noise making and blow-up decorations are prohibited. Decorations for all holidays (except for those that are in December) may be displayed no earlier than two weeks before the holiday and shall be removed no later than two weeks after the holiday.
2. The use of fireworks on the property is prohibited.
3. Decorations for December holidays may be displayed no earlier than the Friday after Thanksgiving and shall be removed no later than January 10th of the following year.
4. Each year the Association, through its Board, shall determine which decorations, if any, will be displayed in the common areas.

X. Political Signs and Flags

1. Residents may display up to two political signs in the front yard of a Lot 30 days before an election. Signs must be taken down one week after an election. The dimensions of the signs are to be within the parameters of 12 inches x 18 inches and the prop must be 12 inches or less.
2. Residents may circulate political petitions for their own candidacy or for a ballot initiative. Non-resident candidates are welcome to arrange an on-site meeting with Residents by contacting the Board of Directors or property management company.
3. Residents may mount an all-weather flag that is 2.5' x 4' or smaller.

XI. Leasing/Rental Requirements and Restrictions

District of Columbia Law requires anyone who leases a room or home to have and maintain the appropriate DC license.

Each Member who rents his/her/its Lot must provide a copy of their license to the management company prior to leasing the space. For Members who leased their Lots prior to the release of these Rules, a copy of the license is due no later than 90 days from the release of these Rules. Members are required to complete and keep current the Homeowner Information Sheet, attached to Exhibit A of the Rules, the Addendum to Lease. Failure to provide a valid License may result in a penalty being assessed against the Lot by the Association.

1. No short-term rentals are allowed. Every lease or rental agreement for a Lot shall be for a term of not less than twelve (12) months and shall provide that the tenant under the lease shall be subject to and comply with the provisions of the CCR's, the Bylaws, and Rules of the Association (collectively, Governing Documents). Members are responsible for providing copies of the Governing Documents to their tenant.
2. Each Lot is restricted to use for private residential purposes only and no dwelling shall be commenced, erected, altered or permitted to remain on any Lot other than one dwelling

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designed for occupancy by a single family. Lots will be used for residential purposes and only such other purposes as may be permitted in a residential district by applicable zoning laws and regulations. Except as expressly provided elsewhere in the Governing Documents with respect to the common areas, the Lots and units may not be used for business or commercial purposes.

3. Every Member who leases their Lot shall provide a fully executed Lease Addendum (Exhibit A) within ten (10) days of the commencement of the lease/rental agreement. Failure to provide an executed addendum may result in fines and the denial of a parking permit.
4. Residents and Members will be held responsible for the conduct of the Resident's family and Nonresidents while in the common areas and on the property. In addition, Residents and Members will be held financially responsible for any damage to Association property or common areas arising from any negligent or accidental conduct of Resident's family members or Nonresidents.

XII. Architectural Changes

To maintain the aesthetic and structural integrity of the Association, and by extension, property values, all improvements, alterations, repairs, changes of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any Lot, permanently or temporarily, or the exterior appearance of one's property must be approved in writing by either the Board of Directors or in the Board's sole direction, the Architectural Control Committee (ACC) unless otherwise specified in these Rules.

Guidelines

The guidelines which follow address a broad range of exterior alterations for which Members frequently submit an application to the Board or ACC. It would be impossible to address each specific design condition. As a result, these guidelines present the principal factors which should be considered when developing a design. More specifically, these guidelines define the limits to size, quality of construction, location, materials, and color based on the intended use and relationship to adjoining properties rather than focusing on a particular construction detail or a specific design alternative.

1. Fences - Fencing can be used to separate property, provide security, privacy, or to architecturally define space. In achieving any one of these goals, a barrier is created which has both a visual and a physical impact on the boundaries of common land and properties of adjacent Members.

Fencing must be compatible with the applicant's house, but it must also be appropriate for its intended purpose.

Chain link fencing or wire fencing of any kind is not allowed.

Fences must follow the line of the property. Fences must be the same style as the builder initiated and made of pressure-treated wood. Fencing must not exceed six (6) feet high on all perimeters.

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2. Storage Sheds - Sheds can aesthetically affect both individual property and the neighborhood. As a result, all storage sheds must be compatible with both the architecture and landscape surrounding the house.

The shed must be designed to appear as part of the house/landscaping/fence theme and may be part of a deck. Building materials must correspond to design theme, including color.

The shed must be designed to respect the "visual rights" and aesthetic interests of neighborhood properties and must not be higher than six (6) feet within a properly fenced yard.

Applicants must review fence and shed design criteria with respect to viability, privacy and materials prior to design.

3. Patios and Decks - Patios and decks must be located in rear yards.

- A. Decks - All decks are to be of pressure treated wood or composite decking. **Colors must be pre-approved by the Board or ACC at least two (2) weeks prior to construction.** No solid screening is allowed. Applications must include a site plan showing size of deck, location as it relates to applicant's house, and a description of the details of railing, trellises, posts, stairs, steps, benches, etc. as required to clearly describe the proposal. Please include the height of the deck off the ground.

Second floor decks must be constructed far enough away from party walls to allow for any future repairs which may become necessary in that area.

- B. Patios - Rear yard, ground level patios need not have Board or ACC approval if it is contained within a six (6) foot privacy fence. If it can be viewed at eye level by neighbors, it must have Board or ACC approval.

4. Trellises, Arbors, Privacy Screens - Lattice privacy screening on decks may be approved by the Board or ACC if installed in conformance with the following criteria:

- A. Screening may not be installed as a free-standing wall or as a fence.
- B. Lattice work must be installed with framing.
- C. Lattice work must be incorporated as a part of the overall deck design and connected to the unit.
- D. Lattice work may not be installed in place of deck railing.
- E. No solid screening is allowed.

Any request for screening will be reviewed on a case-by-case basis and must be incorporated into the overall design of the deck or patio. In general, anything of this nature must be approved by the Board or ACC.

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5. Storm and Screen Doors/Widows – All storm doors must be approved by the Board or ACC. No plastic covering is permitted on the exterior (outside) doors or windows.
 - A. Doors – Front storm doors must be full view or modified full view, straight forward, clear, unfrosted, uncolored glass and without ornamentation such as, but not limited to, scallops, scrolls, and imitation gate hinges. Storm or screen doors must be painted the same color as the entry door behind them, the surrounding wood trim or a color **pre-approved by the Board or ACC at least two (2) weeks prior to painting.**
 - B. Windows – Storm and screen window frames must match the trim of the house or be white.
6. Sun Control Devices – Awnings, trellises or other sun control devices must be approved by the Board or ACC.
7. Recreation and Play Equipment – Members often express interest in swing sets, basketball backboards, and playhouses. Most equipment of this sort is commercially available but is often less than pleasing in appearance. To reconcile the need for play equipment with the goal of minimizing its visual impact, creatively designed equipment is encouraged. All exterior play equipment must be placed in rear yards and should minimize the negative visual and physical impact to the community and be well maintained.
8. Major Exterior Changes – Major alterations are generally considered to be those which substantially alter the existing structure either by subtraction and/or addition. Major building alterations include, but are not limited to, construction of porches, greenhouses, rooms, fireplaces, chimneys, or other additions to a home.

The design of major alterations must be compatible in scale, materials and color with the applicant's house and adjacent houses. The location of major alterations must not impair the views, or amount of sunlight and natural ventilation on adjacent properties. Pitched roofs must match the slope of the roof on the applicant's house. New windows and doors must match the type used in the applicant's house and must be located in a manner which will relate well to the location of exterior openings in the existing house.

If changes in grade or other conditions, which will affect drainage are anticipated, they must be indicated.

Construction materials must be stored so that the impact on neighboring properties is minimized. Excess material should be immediately removed after completion of construction. Storage of construction materials on the common areas is not allowed.

9. Antennas – Exterior antennas and satellite dishes must be installed in a location where they do not obstruct the views of the adjoining properties.
10. Dog Houses – Dog houses must be compatible with the applicant's house in color and material or match a natural wood fence and must be located where they will be visually unobtrusive. In addition, they must be in rear yards. Dog houses will be reviewed on an individual basis.

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11. Exterior Painting – All color changes must be approved by the Board or ACC. Repainting or staining a specific object to match its original color need not be submitted.

Color changes apply not only to the house siding, but also to the doors, shutters, trim, roofing, and other appurtenant structures.

12. Gutters and Downspouts – Gutters and downspouts must match those existing in color and design and must not adversely affect drainage on adjacent properties.
13. Attic Ventilators – Attic ventilators or other mechanical devices requiring penetration of the roof must be as small in size as functionally possible and must match the roof or be mill finished. They must be located on the back side of the roof and not extend beyond the ridge line.
14. Solar Panels – Solar panels must be approved by Board or ACC prior to installation.
15. Barbeque Grills – Barbeque grills must be placed in the rear of the house and as far as practical from the adjacent property lines.
16. Hot Tubs/ Pools – Hot tubs and above ground pools are prohibited. Kiddie pools are allowed in rear yards only.
17. Exterior Unit Air Conditioners – Air conditioning units from windows are prohibited. Exterior ground units may be added to or relocated only when they do not interfere visually with neighbors. Exterior ground units shall be oriented so as not to discharge hot air onto neighbor's property.
18. Clotheslines – Clotheslines may be set up in rear yards only and must be under six (6) feet high. Clothes are not permitted to be on the line overnight.
19. Real Estate Sales/Rent and Miscellaneous Signs – Real estate signs must meet District of Columbia laws with respect to size, content and removal. Signs may only be placed in the yard of the property available. Members will be limited to one sign per property.

All signs must be removed within forty-eight (48) hours after the sales contract is ratified.

Real estate for sale signs will be permitted on common property only between Saturday 9:00 a.m. and Sunday 5:00 p.m. Any sign standing beyond approved hours may be removed.

All miscellaneous signs, including but not limited to yard sales, must be put up no earlier than forty-eight (48) hours prior to the event and taken down no later than twenty-four (24) hours after the event.

20. In-Home Business – The District of Columbia and the CCR's regulate in-home businesses. In addition to District control, the Association is concerned about the impact of in-home business on the residential character of the neighborhood and on adjacent neighbors. Therefore, businesses that have customers coming to the property are not allowed.

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For businesses where consumers do not come to the property, the following special requirements must be met:

- A. Home Occupation Permit obtained from the District of Columbia.
- B. No sign or other advertising device of any nature shall be placed upon any Lot.
- C. No exterior storage of business-related materials.
- D. No commercial vehicles.

21. Landscaping and Gardens – Members shall exercise care in the planting and maintenance of trees and shrubs to prevent obstruction of sight lines required for vehicular traffic. It is the responsibility of the Member to ensure that their Lot is mowed and all gardens must be neatly maintained throughout the growing season; this includes removal of all unused stakes, trellises, and dead growth.

Consideration must also be given to the type of trees to be planted, specifically with regard to the size of mature trees, and how the roots will affect water lines and underground cables. If such plantings result in complaints by neighbors, the Board or ACC will consider appropriate measures to resolve the problem.

Applications, when required, should include a description of the types and sizes of shrubs to be planted and a site plan showing the relationship of plantings to the house and adjacent dwellings.

A written application to the Board or ACC at least two (2) weeks prior to planting IS REQUIRED for:

- A. Hedges more than two (2) feet in height or eight (8) feet in length, or other features which in effect become structures, fences or screens and a part of other applications where required.
- B. Rock gardens or rocks or collections of rocks exceeding twenty-four (24) inches in any direction. All rocks shall be left in their natural color.
- C. Railroad ties or garden timbers which form a wall over two (2) feet high or eight (8) feet long. Include a site plan with the location of ties or timber drawn in, and information on landscaping plans and any grading changes.

An application is NOT required for landscaping which meets all of the following conditions:

- A. Located at the rear of the unit.
- B. Size does not exceed ten (10) feet by ten (10) feet - areas larger than this must be enclosed within a properly fenced yard.
- C. Does not damage property through the flow of water onto adjacent property.

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D. Foundation landscaping within four (4) feet of the base of the unit, which meets all of the following conditions:

1. Restricted to natural landscaping (i.e., plants, shrubs, and trees).
2. Railroad ties, garden timbers or other materials used to construct a border or retaining wall which does not exceed eighteen (18) inches in height and remain within four (4) feet of the foundation.

22. Exterior Water Features

Water features, such as bird baths, fountains, and ponds will be reviewed by the Board or ACC on an individual basis.

23. Decorative Objects

Exterior decorative objects, including but not limited to bird baths, wagon wheels, sculptures, fountains, ponds, and free-standing poles of all types are permitted only in rear yards and under cover of a fence line.

Outside Lighting and Electronic Insect Traps

Electronic lighting must be chosen so as not to light up any area beyond that of the applicant's property. Electronic insect traps shall not be installed or maintained in such a way as to cause annoyance to adjacent Residents from noise and may only be operated during those times when immediate area protected by the trap is occupied by the Residents or his/her Nonresidents.

Erosion Control

Each resident is responsible for seeing that their Lot area is protected from erosion and that storm drain structures are not blocked so as to cause additional erosion problems.

Pesticides and Herbicides

Pesticides and herbicides may be applied according to label instructions for the specified problem and consistent with the law. Emphasis should be placed on organic/biodegradable materials in order to ensure the least harm to the natural environment. Care in application is extremely important. Avoid use of pesticides and herbicides if at all possible; but, when necessary, use with caution and follow instructions.

Architectural Submissions

All applications are to be submitted for review via email to the Board or ACC. The Board or ACC reserves the right to request additional information or documents before it decides whether to approve the project.

Architectural Review

The Board or, in the Board's sole discretion, the ACC, will review the merits of each application. The Board or ACC has sixty (60) days to respond to requests. If the Board or ACC does not respond within sixty (60) days, the applicant may consider the application approved. In any case where the Board or ACC does not approve the application, or approves the application on modified or specified conditions, the disapproval or modified approval shall be accompanied by a written statement on the grounds upon which the Board or ACC's action was based.

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All projects are to be completed within twelve (12) months from the date-of approval.

XIII. Vehicle Control and Parking

Specific rules regarding vehicles have been adopted by the Board of Directors as follows:

1. No unlicensed vehicles, including but not limited to motorized bicycles, motorcycles, mini-bikes, go-carts, etc. shall be operated on or parked upon any common area of WEWE.
2. Without prior written permission of the Board, parking spaces are restricted to automobile parking. Parking spaces may not be used for any purpose other than parking. Under no circumstances are furniture, combustible materials, food items, cardboard boxes, or other items to be stored in the parking spaces without express prior written approval from the Board.
3. Minor repairs begun on vehicles by a Member or his assigned agent, while in any area, must be completed within forty-eight (48) hours from the starting time of the repair. Major repairs (including but not limited to engines, transmissions, rear end overhaul) are prohibited.
4. Dumping, disposal of leaks of oil, grease, or any other chemical, residual substances, or any substance of particles from holding tanks of vehicles of any type (as a result of the repair, maintenance, or carelessness) is not permitted on any areas. Disposal must also conform to environmental laws.
5. The dumping of motor oil and other petroleum products into storm sewers is a direct violation of the District Water Control Law and may lead to civil penalties and clean-up costs for the responsible person(s).
6. Motor vehicles shall not exceed the speed limit of fifteen (15) miles per hour while operated in common areas.
7. All motor vehicles (including motorcycles) shall be operated in the paved parking Lot areas only. All motor vehicles (including motorcycles) shall be parked in designated spaces only. Each vehicle shall occupy one parking space only. Parking in the fire lanes and to the rear areas where access to other common areas is impeded is prohibited, especially along curved curbs.
8. Owners of vehicles will be held responsible for all costs to repair damages to common areas and other Lots caused by negligence, repair operations on the vehicle or storage of any combustible, dangerous or otherwise hazardous material on common areas (regardless of type of container).
9. Recreational vehicles, including, but not limited to, motor homes, boats, travel or camping trailers shall not be kept on any Lot or in the common areas or parking Lots.
10. Non-resident Members may not use the parking spaces for the storage of any vehicle, including but not limited to motorcycles, boats, trailers, campers, etc.

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11. Any person who does not hold a valid driver's license is prohibited from operating any motor vehicle on common areas.
12. All persons operating motor vehicles upon common areas shall conform to all traffic control signs posted on the premises, and in accordance with the provisions of traffic laws of the District of Columbia.
13. Operation of any motor vehicle in violation of the District of Columbia laws is prohibited. Consent is hereby given by the Board of Directors and to all appropriate law enforcement officers who are hereby empowered to enforce all motor vehicle laws in the streets and common areas of WEWE.
14. Vehicles parked on the property must be in compliance with the District of Columbia laws.
15. Vehicles parked on any area in public view must be maintained in an acceptable state of repair to meet the following conditions:
 - A. Powered vehicles must be maintained in an operative condition.
 - B. Tires supporting the vehicle on common areas must be inflated at all times to within ten (10) PSI of the manufacturer's recommended tire pressure so that they can be moved in the event of an emergency.
16. The Board shall be empowered to have vehicles in violation of DC Law, the Bylaws, the CCR's and/or these Rules removed from the common areas, at the Member's risk and expense.
17. Parking Violations include, but are not limited to:
 - A. Double Parking.
 - B. Parking in a resident-numbered space that has not been assigned to you.
 - C. Parking in a driveway that is not yours.
 - D. Parking in an area that has NOT been designated for parking.
 - E. In-operable vehicles, vehicles that cannot be moved and/or with flat tires.
 - F. Blocking other vehicles or blocking someone else's driveway.
 - G. Blocking fire lane/Parking in fire lane.
 - H. No Valid WEWE Parking Permit.
 - I. Expired Tags and Registration/No Tags.
 - J. Out of State Tags.

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District of Columbia law requires that bona fide residents or others residing in the District for sixty (60) days or more must obtain valid District of Columbia tags and registration for vehicles. Exception: DC law allows for "reciprocity" for full-time students or active military living in the District for periods exceeding sixty (60) days. Active military and currently enrolled full-time students may keep their out-of-state tags through the District of Columbia reciprocity process - for additional information go to www.dc.gov. All others must properly register their vehicles.

Residents who observe repeated parking violations may report them to the property management company and via email to the Board at weweboard1@gmail.com. These reports will be handled on a case-by-case basis.

TOWING WILL BE ENFORCED FOR PARKING VIOLATIONS.

Annual Parking Permits – RESIDENT MEMBERS

New parking permits are issued to Members who are current on HOA financial obligations or on payment plans, and who are otherwise in compliance with the Governing Documents. The permits will be valid for the calendar year only and will have the calendar year on them. These permits are non-transferrable.

Additionally, Members may receive one visitor permit per household. This permit is for Nonresidents, such as Members who live offsite, guests and vendors who are authorized to park in an assigned parking space or other legally available space. A visitor permit is available to a Member, even if they do not receive an annual parking permit, as long as the Member and/or their Resident is in compliance with the rules of the HOA.

At the time an annual parking permit is issued, each Member must complete a parking permit form and provide a valid DC driver's license and vehicle registration reflecting the Member's WEWE address (which must be the same as the address associated with the parking permit sought). Up to two (2) annual parking permits will be provided per home, but only ONE (1) vehicle at a time can be parked in an assigned space.

Annual Parking Permits - RENTERS

Members who rent their homes must have all the documents required by the Rules on file with the management company before the renter will be issued a parking permit. Afterwards, the renter must present the same documents as resident Members to obtain parking permits.

Temporary Parking Permits

No temporary parking permits will be issued, unless otherwise permitted by the Board. Members who have an outstanding balance with WEWE can obtain a parking permit by doing one of the following:

1. Paying in full their unit's unpaid balance owed to the Association.
2. Entering into a payment agreement with WEWE through its Board or the Association's law firm.

Replacement Fee (Lost, Misplaced or Stolen Permit)

The replacement fee for a parking permit is fifty dollars (\$50). The fee may be reduced or eliminated for extenuating circumstances, e.g., vehicle theft, in the Board's sole discretion.

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XIV. Enforcement Procedures

Fine amounts are to be determined by the Board on a case-by-case basis, for violations of the Rules, CCR's and/or Bylaws. The Board may modify these guidelines at any time and will provide written notice to Members if it does so. Members may be fined for violations committed by any Member, Resident, or their Nonresident. These guidelines apply to enforcement of the Governing Documents, including the Rules, and do not apply to a Member's failure to pay assessments and/or related charges, nor do these guidelines apply to reimbursements owed to the Association by a Member. Any inadvertent omission or failure to conduct any proceeding in exact conformity with this Section shall not invalidate the results of such proceeding, so long as a prudent and reasonable attempt has been made to ensure due process according to the general steps set forth in this Section.

Warning Letter

The Board or property manager will generally first deliver a warning letter or email to the offending Member, describing the alleged violation and, if appropriate, provide a timeframe (no fewer than ten [10] days) for curing the alleged violation. The warning letter or email may indicate that if the alleged violation is repeated, or if a continuing condition that allegedly constitutes a violation is not cured within the specified timeframe, the Member may be fined, after further notice and an opportunity for a hearing.

Should a Member correct a violation within the time period provided in the warning letter, and/or should a period of at least one (1) year lapse between the warning letter regarding the particular violation and the next occurrence of the same violation, the Board may consider treating the violation as new instead of recurring.

Exceptions to the Warning Letter Procedure

In the event of a violation posing a threat to the health and safety of the Association, the common areas, a Lot or Lots, and/or any Resident, or a violation involving an expense to the Association, or where – in the Board's sole discretion – issuing a Warning Letter would not be in the best interests of the Association, the Board may omit the Warning Letter and send the Member an immediate Notice of Hearing. Examples of health and safety violations include, but are not limited to, the following: accumulation of trash and/or other materials that may attract pests; threat of flood, fire or other damage; and any other dangerous condition and/or activity.

Notice of Hearing

If the allegedly offending Member, Resident or Nonresident repeats the alleged violation, or fails to cure the alleged violation within the specified time period, or if the Board otherwise intends to fine a Member, a notice of hearing shall be sent to the Member who owns the Lot. The notice of hearing shall specify: the time, date and place of the hearing (no fewer than fourteen [14] days after the date of the notice); that the Member (and other Resident or Nonresident involved, if applicable, and at the Board's discretion), shall be given an opportunity to be heard before the Board.

Hearing

The hearing shall be scheduled at a reasonable and convenient time and place (including virtually) within the Board's discretion. The hearing may be rescheduled to a new date and time certain at the request of the allegedly offending Member, and for good cause shown. The hearing shall be conducted in private. During the course of the hearing, the Board, within its discretion, may afford those persons involved with the dispute or violation an opportunity to be heard within reasonable time limits.

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If the Member fails to appear, the Board may decide the issue in the Member's absence.

Within approximately thirty (30) days of the hearing (or the Board's decision in the absence of a hearing), the Board shall notify the allegedly offending party of its decision, the assessment of any fines and the date from which those assessments shall accrue and be due.

Assessment of Fines

The Board may assess a monetary fine if the Member has violated the Rules, CCR's and/or Bylaws, and/or has not corrected or removed the violation, or if the violation has been repeated. In general, the fine for a violation of the Rules, CCR's and/or Bylaws may be up to \$500, plus any costs to the Association incurred due to the violation, or the enforcement process. For any offense of a continuing nature, fines of greater amounts may be authorized by the Board. If the Member has profited by committing the violation, the Board may take any profits into account in determining the fine.

Fines shall be treated as special assessments against a Lot.

Should the Member remedy the violation, but not within the designated time period, the Board, in its sole and unilateral discretion, may waive any fines upon resolution of the issue, but is under no obligation to do so.

Assessment of Additional Fines

After the imposition of the initial fine, additional fines – including a daily fine – may be imposed if the Member has not corrected or removed the violation, or the violation is repeated or has returned without the necessity for an additional hearing. The Member will be informed, at the time such additional fine is assessed, that he/she/it may request a hearing to dispute the additional fine.

EXHIBIT A

ADDENDUM TO LEASE

THIS ADDENDUM TO LEASE is to that certain lease dated _____ (“Lease”) for those premises known as Lot _____ with an address of _____, District of Columbia (the “Lot”) in the Walter E. Washington Estates Homeowners Association, Inc. (the “Association”), Washington, District of Columbia, and is made this _____ day of _____, 20____, by and between _____, owner(s) of the Lot (hereinafter called “Landlord” or “Member”) and _____ (the “Tenant(s)”), who comprise all of the Tenants leasing in the above-referenced Lot in the Association.

WITNESSETH that the Landlord and the Tenant covenant and agree as follows:

1. The property which is the subject of the Lease is located within the community of Walter E. Washington Estates Homeowners Association, Inc. The Association is the intended third-party beneficiary hereof.

2. The Lease is subject to and must be consistent with the provisions of the Association’s CCR’s, Bylaws (as amended) and Rules, together with any and all exhibits, schedules, or certificates thereto, as the same may be amended from time to time (the “Governing Documents”). In the event of any inconsistency between the Lease and the provisions of the Governing Documents and this Addendum, the provisions of the Governing Documents and this Addendum shall prevail, in that order.

3. The Lease grants Tenant a leasehold estate interest in the Lot. Landlord retains all membership rights in the Association including, without limitation, the right to vote.

4. Tenant acknowledges receipt of a copy of the Governing Documents of the Association. Tenant agrees to abide by and comply with all provisions of the Governing Documents. Tenant further acknowledges that Tenant’s failure to comply with the terms of the same shall constitute a material breach of the Lease. Tenant shall control the conduct of his family, guests, agents, licensees and invitees to assure compliance with the foregoing and shall indemnify and hold the Association harmless from any direct or indirect damages for any such person’s failure to comply.

5. Pets.

(a) The maintenance, keeping, breeding, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited within any dwelling upon any Lot or upon any common areas, except that this shall not prohibit the keeping of dogs, cats, and/or caged birds as domestic pets provided that they are not kept or maintained for commercial purposes or for breeding. The Board of Directors may require that all pets be registered with the Association in a form prescribed by the Board of Directors.

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(b) Pets shall not be permitted upon the common areas of the Association unless accompanied by a competent person and unless they are carried or leashed. Any Member or Tenant who keeps or maintains any pet upon any portion of the Association shall be deemed to have indemnified and agreed to hold the Association, each of the other Members, and the Association's management agent free and harmless from any loss, claim of liability of any kind or character whatever arising by reason of keeping or maintaining such pet within or upon the Association. All pets shall be registered and inoculated as required by law. **The Board shall have the exclusive authority to declare any pet a nuisance and deny the Member or Tenant the privilege to keep it upon the Association.** The Member or Tenant shall be responsible for removing animal waste left upon the common areas by their dog. The Board shall have the right to impose assessments against all Members keeping dogs to defray the cost of cleaning and maintaining the common areas.

6. Condition of Premises, Repairs and Use of Premises.

(a) The premises are hereby acknowledged to be in a condition permitting habitation with reasonable safety and Tenant accepts said premises in such condition. Tenant agrees to keep the premises in a good, safe and clean condition; to make no use or occupation of the premises other than as stated herein; to make no alterations, additions, or changes in the said premises or the fixtures thereof (nor to permit such to occur) without the written consent of the Landlord and the Board; to commit no waste thereon; to obey all laws, ordinances, and the Governing Documents affecting the premises; to not do or keep, or suffer to be or kept, upon the premises, anything which will increase the cost of the Association's or the Landlord's policy or policies of fire and/or hazard loss insurance coverage for the premises; and to surrender the premises at the termination hereof in like condition as when taken, reasonable wear and tear excepted.

(b) In addition to the foregoing, Tenant specifically agrees that the use of the premises shall conform to the following:

(1) Right of Access. The Board or its authorized designee, on behalf of the Association, shall have an irrevocable right and an easement to enter Lots to inspect the same or make repairs when such inspection or repairs reasonably appear necessary for public safety or to prevent damage to other Lots or the common areas, or to enforce the provisions of the Governing Documents. Except in cases involving manifest danger to public safety or property (in which case entry may be effected immediately), the Board shall give at least twenty-four (24) hours' notice to the Member's Lot to be entered for the purpose of inspection or repairs. Should any Member, after being given notice, fail to allow access to his or her Lot for inspection or the performance of repairs, the Board may affect such needed access at the Member's expense. An entry by the Board or its designee, on behalf of the Association, for the purposes specified in this Section shall not be considered a trespass. Any cost of effecting access and any maintenance, repair or replacement made by the Board to a Lot shall be assessed against the Member's Lot, shall become a continuing lien against the Lot and the personal obligation of the Member pursuant to the Governing Documents, and shall be collected in the same manner as an assessment.

(2) Assignment or Subleasing. Tenant agrees and covenants not to assign, sublet or transfer said premises. Any attempted assignment or sublet shall be void and shall constitute a material breach of the Lease.

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(3) Use of Common Areas. The Landlord hereby transfers and assigns to the Tenant for the term of the Lease any and all rights and privileges that the Landlord has to use the common areas of the Association, including but not limited to the use of any and all recreational facilities and amenities. Landlord and Tenant acknowledge that the Association reserves the right to withhold from Tenant access to common area amenities in the event that Tenant or Landlord is found not to have complied with any of the provisions of the Governing Documents of the Association.

(4) Private Garnishment Right. Landlord and Tenant acknowledge that it is the responsibility of the Landlord to pay all Association assessments and charges levied against the Lot herein leased in accordance with the Governing Documents. In the event of non-payment of Association assessments or other charges by Landlord, the Association, or its authorized agent, is hereby authorized by Landlord to collect all delinquent assessments and charges directly from Tenant and Tenant is hereby granted by Landlord the right to deduct such amounts paid to the Association from the rental due Landlord. In no event shall Tenant be required to pay the Association more than the amount of rent due to Landlord by Tenant in a given month, but Tenant is hereby required to pay all of the rental due to Landlord to the Association each month until the total amount due to the Association is paid.

(5) Binding Effect. It is mutually understood and agreed that the covenants and agreements contained in this Addendum to Lease shall be binding upon and inure to the benefit of their heirs, personal representatives, successors and assign of the Landlord, Tenant, and the Association. Further, the parties agree that all the covenants and agreements contained in this Addendum to Lease shall be deemed to be part of the Lease itself and incorporated entirely within the Lease as if included therein originally. Further, the parties agree that, in case of conflict between the Lease and this Addendum to Lease, the Addendum to Lease shall prevail. Further, the parties agree that the singular shall include the plural and the male gender shall include the female, or both male and female, whenever the context shall so require. In the event that two or more persons or entities are listed above as Tenants, the liability of such persons or entities shall be joint and several.

(6) Severability. Should any clause, sentence, or paragraph of this Addendum to Lease violate any law, ordinance, or constitution applicable hereto, the clause, sentence or paragraph shall be null and void. However, in the event of such an invalid clause, sentence or paragraph, the remainder of the clauses, sentences, and paragraphs of this Addendum to Lease shall continue in full force and effect, as if such invalid clause, sentence, or paragraph had not originally been included herein. The captions at the beginning of each paragraph of this Addendum to Lease are for reference purposes only and are not intended to define, limit, affect, or supplement any provisions of this Agreement.

(7) Default. It is understood and agreed that this Addendum to Lease is and shall be subject in all respects to the Governing Documents of the Association, and that any failure by Tenant to conform with the foregoing shall constitute a default under this Addendum to Lease which may be cured by Landlord in the manner set forth in the Lease and which may be further cured by the Association in the manner set forth in Paragraph 6(b)(5) hereof.

7. Tenant acknowledges that Tenant is required to obtain and maintain a renter's insurance policy which provides both property damage and liability coverage for Tenant during the term of the lease. The liability coverage provided by said policy shall be not less than \$300,000.00. Tenant shall provide Landlord with a certificate of insurance evidencing compliance with this section. Failure by a Tenant to obtain or maintain renter's insurance will be deemed a material breach of the Lease. Landlord

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acknowledges and states for the benefit of the Association that Landlord is responsible for ensuring that the Tenant obtains and maintains the proper renter's insurance policy referenced above. In the event that the Tenant fails to obtain or maintain a renter's insurance policy, the Landlord acknowledges that he or she is personally liable for any damage which is not covered by the Association's master casualty insurance policy or Landlord's insurance policy, if any.

8. Landlord and Tenant state for the benefit of the Association that there shall be no other Tenants or Residents of the premises except as named herein. Landlord and Tenant acknowledge that the number of persons in the proposed Tenant household shall not be greater than is permitted by either the Lease or the District of Columbia occupancy requirements, or the lesser thereof. The Landlord hereby transfers and assigns to the Tenant for the term of the Lease, any and all rights and privileges that the Landlord has to use the common areas of the Association including, but not limited to, the use of any and all recreational facilities and amenities.

9. Landlord acknowledges that Landlord is required to provide the Association with the Landlord's current mailing address and telephone number, and must notify the Association of any change of Landlord's address within seven (7) days. Landlord acknowledges that Landlord is required to complete the Homeowner Information Sheet, attached to the end of this Lease Addendum, and must notify the Association of any change of in this information within seven (7) days. Landlord shall be available to address emergency situations that require immediate attention that may arise in the Lot, or designate an individual/company to do so. If the Landlord has designated an individual/company to be contacted in the event of emergency situations that require immediate attention, Landlord shall file a current Power of Attorney, Management Contract or other suitable evidence of compliance with this requirement with the Association's Management Office.

Landlord's Daytime Telephone: _____ Evening Telephone: _____

Landlord's Address: _____

Designated Individual/Company: _____

Address: _____

Daytime Telephone: _____ Evening Telephone: _____

10. If Landlord does not maintain residency within a one hundred (100) mile radius of the Association, Landlord shall designate the individual/company named below who has legal authority to act on behalf of Landlord in all matters relating to the rental of said Lot. Member shall file a current Power of Attorney, Management Contract or other suitable evidence of compliance with this requirement with the Association's Management Office.

Designated Individual/Company: _____

Address: _____

Daytime Telephone: _____ Evening Telephone: _____

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11. The Lease and this Addendum to Lease shall be governed by and construed in accordance with District of Columbia law.

12. Landlord and Tenant hereby agree that Landlord shall provide a copy of the Lease, Addendum to Lease and Tenant's Certificate of Insurance to the Association by delivering a copy of each to the Association's managing agent or the Board within ten (10) days of its execution.

13. THIS ADDENDUM TO LEASE IS NOT INTENDED TO RESTRICT LANDLORD AND TENANT FROM INCORPORATING INTO THE LEASE ANY PROVISIONS TO WHICH THEY MAY AGREE SO LONG AS SUCH PROVISIONS DO NOT CONFLICT WITH THE CCR's, BYLAWS AND RULES, AND PROVISIONS, WHICH ARE INCLUDED IN THIS ADDENDUM TO LEASE PROTECTING THE RIGHTS OF THE ASSOCIATION.

IN WITNESS WHEREOF, and as for the date and year first hereinabove written, the parties hereto have set their respective, hand and seals to three counterparts of this Addendum to Lease of which shall constitute an original.

Witness

Landlord (Seal)

Address of the Lot Being Leased

Witness

Tenant (Seal)

WALTER E. WASHINGTON ESTATES HOMEOWNER INFORMATION SHEET

Property Owner Name(s): _____

Property Address: _____

Alternate Address (for owners who live offsite and/or rent property to tenants):

Home Phone #: _____ Cellular Phone #: _____

Work Phone #: _____ Email: _____

Tenant Information (if applicable):

Name: _____

Home Phone #: _____ Cellular Phone #: _____

Work Phone #: _____ Email: _____

Name: _____

Home Phone #: _____ Cellular Phone #: _____

Work Phone #: _____ Email: _____

Please provide your email address below and sign to authorize electronic notifications

Homeowner Email Address: _____

Signature Authorizing Electronic Notifications: _____

Please note: *It is important that we have this information in case of emergency.*

Tenant Email Address (if applicable): _____

Signature Authorizing Electronic Notifications: _____

Please note: *It is important that we have this information in case of emergency.*