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BYLAWS

OF

THE RESIDENCES AT MARKET SQUARE EAST, A CONDOMINIUM
Washington, District of Columbia

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BYLAWS
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BYLAWS
OF
THE RESIDENCES AT MARKET SQUARE EAST, A CONDOMINIUM

ARTICLE I

Plan of Unit Ownership

Section 1. Submission to Condominium Regime. Certain land, buildings and improvements located in the District of Columbia have been submitted to the provisions of Title 45, Chapter 18 of the District of Columbia Code (1981 Edition, as amended) by a Declaration (the "Declaration") recorded among the Land Records of the District of Columbia immediately prior to recordation of these Bylaws.

Section 2. Definitions. Capitalized terms used in these Bylaws without definition shall have the meanings specified for such terms in the Declaration or, if not defined therein, the meanings specified for such terms in Section 45-1802 of the Condominium Act.

Section 3. Applicability of Bylaws. The provisions of these Bylaws are applicable to the use and occupancy of the Condominium and the structure and operation of the Unit Owners' Association. All present and future Unit Owners, Mortgagees, lessees and occupants of Units and any other persons who may use the facilities of the Condominium in any manner are subject to these Bylaws, the Declaration, the Rules and Regulations and the Declaration of Covenants and Easements, as any of the same may be amended from time to time.

Section 4. Office. The office of the Condominium, the Unit Owners' Association and the Board of Directors shall be located at the Condominium or at such other place as may be designated from time to time by the Board of Directors.

ARTICLE II

Unit Owners' Association

Section 1. Composition. All Unit Owners in the Condominium, acting in accordance with the Condominium Act, the Declaration, the Declaration of Covenants and Easements and these Bylaws, shall constitute the Unit Owners' Association. The Unit Owners' Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting the assessments for Common Expenses, arranging for the management of the Condominium, and performing all of the other acts that may be performed by the Unit Owners' Association pursuant to the Condominium Act, the Declaration, the Declaration of Covenants and Easements and these Bylaws.

Section 2. Annual Meetings.

(a) The first annual meeting of the Unit Owners' Association shall be held on a date to be determined by the initial Board of Directors, which date shall be within one (1) year following the formation of the Unit Owner's Association by recordation of the Declaration. Unless otherwise required by the provisions of Article III, Sections 1 and 2, Directors shall not be elected at the first annual meeting. Annual meetings of the Unit Owners' Association held after the first annual meeting shall be held on weekdays (other than legal holidays) at least thirty (30) days, but no more than forty-five (45) days prior to the beginning of each fiscal year, on a date to be determined by the Board of Directors. Subject to the provisions of Section 2 of Article III of these Bylaws, at all annual meetings of the Unit Owners' Association, members of the Board of Directors shall be elected and such other business as may properly come before a meeting may be transacted.

(b) As used in these Bylaws, unless the context otherwise requires, "conveyance" means conveyance of fee simple title by deed.

Section 3. Place of Meetings. Meetings of the Unit Owners' Association shall be held at the office of the Condominium or at such other suitable place convenient to Unit Owners as from time to time may be designated by the Board of Directors.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Unit Owners' Association if so directed by resolution of the Board of Directors or, after the first annual meeting of the Unit Owners' Association, upon a petition signed and presented to the Secretary by Unit Owners holding not less than twenty-five percent (25%) of the Percentage Interests in the Condominium. The President shall also call special meetings as required by Article III, Sections 1 and 2. No business shall be transacted at a special meeting except as stated in the notice of such meeting given in accordance with the provisions of Section 5 of this Article.

Section 5. Notice of Meetings. At least twenty-one (21) days in advance of each annual meeting of the Unit Owners' Association, and at least seven (7) days in advance of each special meeting of the Unit Owners' Association, the Secretary shall cause to be sent to each Unit Owner of record notice of the time, place and purpose or purposes of such meeting. Such notice shall be sent by United States mail, first class postage prepaid, to each Unit Owner of record, at the address of such Owner's Unit and at such other address as such Owner shall have designated in writing to the Secretary. The mailing of a notice of a meeting in the manner provided in this Section shall be deemed service of notice. In lieu of mailing notice of a meeting in the manner provided in this Section, the Secretary may cause such notice to

be personally delivered, provided, that the Secretary shall certify in writing that the notice was delivered to the Unit Owner.

Section 6. Presiding Officer. Until the first meeting of the Unit Owners' Association following the special meeting at which all members of the Board of Directors shall be elected by all Unit Owners as provided in Section 2 of Article III of these Bylaws, any person designated by the Declarant who is a member of the Board of Directors shall preside at all meetings of the Unit Owners' Association. Thereafter, the President or his or her designee shall preside at all meetings of the Unit Owners' Association. In the absence of the President or such designee from any meeting of the Association, any person designated by the Board of Directors shall preside over such meeting.

Section 7. Conduct of Meeting. The minutes of all meetings shall be held in a Minute Book maintained for the Unit Owners' Association by the Secretary. The then current Robert's Rules of Order or any other rules of procedure acceptable to a majority of the votes of Unit Owners shall govern the conduct of all meetings of the Unit Owners' Association when not in conflict with these Bylaws, the Declaration or the Condominium Act. All votes shall be tallied by a person or persons appointed by the presiding officer of the meeting.

Section 8. Inspectors of Election. One or more Inspector(s) of Election shall be appointed by the Board of Directors prior to the time of any meeting of the Association at which Directors shall be elected.

Section 9. Voting.

(a) The vote to which each Unit shall be entitled at all meetings of the Unit Owners' Association shall be the Percentage Interest of such Unit. Since a Unit Owner may be more than one person, the person who shall be entitled to cast the vote of such Unit shall be the natural person named in a certificate executed by all of the owners of such Unit and filed with the Secretary or, in the absence of such named person from the meeting (or the failure to name such a person), the person who shall be entitled to cast the vote of such Unit shall be the co-owner who is present at such meeting, if only one such person is present. If more than one such person are present and no certificate has been filed with the Secretary (or, if the person named in the certificate for such Unit is not present), the vote appertaining to such Unit shall be cast in accordance with the unanimous agreement of the persons so present, and the consent of such persons shall be conclusively presumed if any one of them purports to cast the vote appertaining to such Unit without protest being made to the presiding officer of the meeting. If protest is made, such Unit shall be counted solely for the purpose of determining whether a quorum is present. Since a "person" need not be a natural person, the word "person" shall be deemed to include any natural persons having authority to execute deeds on behalf of any person,

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excluding natural persons, which is, either alone or in conjunction with another person or persons, a Unit Owner, provided however, that such natural person is named in a certificate signed by an authorized officer of such person.

(b) No Unit Owner may vote at any meeting of the Unit Owners' Association if payment by such Unit Owner of any assessment for Common Expenses to the Unit Owners' Association is delinquent more than thirty (30) days, and the suspension shall remain in effect until the assessment has been paid in full.

Section 10. Proxies. The vote appertaining to any Unit may be cast pursuant to a proxy duly executed by or on behalf of the Unit Owner, or, in cases where the Unit Owner is more than one person, by or on behalf of all such persons. No proxy shall be revocable except by actual notice of revocation given to the presiding officer of the meeting by the Unit Owner, or, in cases where the Unit Owner is more than one person, by or on behalf of any such persons. A proxy of a Unit Owner shall be void if it is not dated, if it purports to be revocable without notice, if the signatures of those executing the same have not been witnessed by a person who shall sign his or her full name and address, or if not signed by a person having authority to execute deeds on behalf of any Unit Owner or co-owner who is not a natural person. Any proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of that proxy. All proxies must be filed with the Secretary before the appointed time of the meeting for which they are given. Except with respect to proxies in favor of a Mortgagee or a lessee, no proxy shall be valid for a period in excess of one hundred eighty (180) days after execution thereof.

Section 11. Association Action. Except as otherwise required by the Condominium Act, the Declaration or these Bylaws, decisions of the Unit Owners' Association shall be made by a majority of the votes of Unit Owners present.

Section 12. Majority of the Unit Owners. Except as otherwise required by law, as used in these Bylaws, the term "majority of the votes of Unit Owners" or words of like import shall mean the vote of Unit Owners' holding more than fifty percent (50%) of the votes of Unit Owners present, in person or by proxy, at a meeting of the Unit Owners' Association at which a quorum is present.

Section 13. Quorum. Except as otherwise provided in these Bylaws or as required by law, the presence at the beginning of the meeting, in person or by proxy, of Unit Owners holding thirty-five percent (35%) of the Percentage Interests in the Unit Owners' Association shall constitute a quorum at and throughout all meetings of the Unit Owners' Association.

Section 14. Adjournment of Meetings. If any meetings of the Unit Owners' Association cannot be held because a quorum is

not represented, Owners holding a majority of the votes present at such meeting, either in person or by proxy, may adjourn the meeting, without further notice, to a time not less than forty-eight (48) hours from the time the original meeting was called and, except as otherwise required by law, the presence at the beginning of the meeting, in person or by proxy, of Unit Owners' holding twenty-five percent (25%) of the Percentage Interests in the Association shall constitute a quorum at and throughout such reconvened meeting.

ARTICLE III

Board of Directors

Section 1. Number. Subject to the ultimate sentence of this Section:

(i) Until the time Units representing twenty-five percent (25%) of the Percentage Interests in the Condominium shall have been conveyed by the Declarant, the Board of Directors shall be composed of three (3) members; and

(ii) At the time Units representing twenty-five percent (25%) of the Percentage Interests in the Condominium shall have been conveyed by the Declarant, the size of the Board of Directors shall be increased and shall be composed of four (4) members; and

(iii) At the time Units representing fifty percent (50%) of the Percentage Interests in the Condominium shall have been conveyed by the Declarant, the size of the Board of Directors shall be increased and shall be composed of five (5) members.

Notwithstanding the foregoing, on the earlier of the time Units representing seventy-five percent (75%) of the Percentage Interests in the Condominium shall have been conveyed by Declarant or the date of expiration of two (2) years from the date the first Unit in the Condominium shall have been conveyed by the Declarant, the size of the Board of Directors shall be increased and shall be composed of five (5) members.

Section 2. Declarant Designation; Election.

(a) Until the special meeting of the Unit Owners' Association provided for under paragraph (d) of this Section, the Declarant shall designate three (3) members of the Board of Directors.

(b) Subject to the provisions of paragraph (d) of this Section, at the time Units representing twenty-five percent (25%) of the Percentage Interests in the Condominium shall have been conveyed by the Declarant, a special meeting of the Unit Owners' Association shall be held and one (1) additional member of

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the Board of Directors shall be elected by the affirmative vote of more than fifty percent (50%) of the Percentage Interests of all Unit Owners (other than the Declarant) who are present at the meeting. The member so elected by such Unit Owners shall serve until the special meeting of the Unit Owners' Association provided for under paragraph (d) of this Section.

(c) Subject to the provisions of paragraph (d) of this Section, at the time Units representing fifty percent (50%) of the Percentage Interests in the Condominium shall have been conveyed by the Declarant, a special meeting of the Unit Owners' Association shall be held and one (1) additional member of the Board of Directors shall be elected by the affirmative vote of more than fifty percent (50%) of the Percentage Interests of all Unit Owners (other than the Declarant) who are present at the meeting. The member so elected by such Unit Owners shall serve until the special meeting of the Unit Owners' Association provided for under paragraph (d) of this Section.

(d) At the earlier to occur of the time Units representing seventy-five percent (75%) of the Percentage Interests in the Condominium shall have been conveyed by the Declarant or the date of expiration of two (2) years from the date the first Unit in the Condominium shall have been conveyed by the Declarant, a special meeting of the Unit Owners' Association shall be held and all members of the Board of Directors (consisting of the three (3) members designated by the Declarant, as provided in paragraph (a) of this Section, and the two (2) members elected by Unit Owners other than the Declarant, as provided in paragraphs (b) and (c) of this Section) shall resign and all five (5) members of the Board of Directors shall be elected by all Unit Owners, including the Declarant, to the extent the Declarant then owns any Units. Each person receiving the first, second and third highest number of votes shall be elected for a term of two (2) years and each person receiving the fourth and fifth highest number of votes shall be elected for a term of one (1) year, in each case, plus the number of days remaining between the date of such special meeting and the date of the next succeeding annual meeting of the Unit Owners' Association. All members of the Board of Directors elected at such special meeting shall serve until their successors shall have been elected at the next succeeding annual meeting at which members of the Board of Directors shall be elected.

(e) Except for members designated by the Declarant or elected in accordance with the provisions of paragraphs (b) or (c) of this Section, or Sections 7 or 9 of this Article, members of the Board of Directors shall be elected by plurality vote. Each Unit Owner shall be entitled to cast the vote appertaining to such Unit Owner's Unit for as many persons as there are Directors to be elected and for whose election such Owner shall be entitled to vote. Votes shall not be cumulated.

Section 3. Term of Office. All persons elected as members of the Board of Directors at any annual meeting of the Unit

Owners' Association following the special meeting provided for under paragraph (d) of Section 2 of this Article shall be elected for a term of two (2) years. All members of the Board of Directors shall hold office until their respective successors shall have been elected and shall have qualified.

Section 4. Qualifications. Except for members of the Board of Directors designated by the Declarant, all members of the Board of Directors shall be Unit Owners (or partners, officers, directors, trustees, agents or employees of Unit Owners who are not natural persons). No Unit Owner may be elected to or may serve on the Board of Directors if payment by such Unit Owner of any assessment for Common Expenses to the Unit Owners' Association is delinquent more than thirty (30) days, and the suspension shall remain in effect until the assessment has been paid in full.

Section 5. Powers and Duties. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Condominium and may do all acts and things as are by Section 45-1848 of the Condominium Act, the Declaration, the Declaration of Easements and Covenants or these Bylaws directed or authorized to be done by the Unit Owners' Association. In addition to the duties imposed on the Board of Directors by these Bylaws or by any resolution of the Unit Owners' Association, the Board of Directors shall have the power to, and shall be responsible for, the following:

(a) Adopting an annual budget, in which there shall be established the required contribution of each Unit Owner to the Common Expenses.

(b) Levying assessments against Unit Owners to defray the Common Expenses, establishing the means and methods of collecting such assessments from the Unit Owners, and establishing the period of the installment payment of such assessments.

(c) Providing for the operation, care, upkeep, replacement, and maintenance of all of the Common Elements. The Board of Directors expressly is authorized to enter into cooperative, cost sharing agreements with the owners of neighboring properties, if in the judgment of the Board of Directors such arrangements will reduce Condominium costs without adversely affecting the scope, level and quality of services necessary for the proper care, upkeep and operation of the Condominium.

(d) Designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Common Elements, and providing services for the Condominium, and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties, which equipment, supplies and materials shall be the property of the Condominium.

(e) Collecting from Owners all sums due and depositing the proceeds thereof in a bank depository(ies) which it shall approve.

(f) Making and amending Rules and Regulations respecting the use and enjoyment of the Condominium in accordance with the provisions of these Bylaws.

(g) Opening bank accounts on behalf of the Condominium and designating the signatories required therefor. In this regard, the Board of Directors shall have the right to invest funds for the Condominium for cash management purposes.

(h) Making, or contracting for the making of, repairs, additions and improvements to, or alterations or restorations of the Condominium in accordance with the provisions of these Bylaws, the Declaration and the Condominium Act.

(i) Enforcing by legal means the provisions of the Declaration, these Bylaws and the Rules and Regulations, and bringing or defending against any proceedings which may be instituted on behalf of or against the Unit Owners' Association.

(j) Obtaining and carrying insurance as provided in these Bylaws, paying the premium cost thereof and adjusting and settling claims thereunder.

(k) Paying the cost of all services rendered to the Condominium and not billed to Unit Owners of individual Units.

(l) Keeping books and accounts in accordance with the provisions of these Bylaws.

(m) Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements; provided, however, that at no time shall there be borrowed or owed in excess of five percent (5%) of the total annual assessment for Common Expenses for that fiscal year without the prior approval of at least sixty-seven percent (67%) of the votes of Unit Owners present, in person or by proxy, at a meeting of the Unit Owners' Association duly called and held for such purpose, and at which a quorum is present.

(n) To act as agent and attorney-in-fact for the Condominium and the Unit Owners in connection with the Declaration of Covenants and Easements and to perform such acts as may be required of the East Residential Parcel Owner thereunder. To this end, the Board of Directors shall designate a representative to coordinate all matters with the Commercial Parcel Owner under the Declaration of Covenants and Easements. In the absence of any such designation, the President of the Unit Owner's Association shall be the designated representative.

(o) Do such other things and acts not inconsistent with the Condominium Act, the Declaration or these By-Laws which the Board of Directors may be authorized to do by a resolution of the Unit Owners' Association.

Section 6. Managing Agent. The Board of Directors shall employ for the Condominium a professional Managing Agent at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the Managing Agent all of the powers granted to the Board of Directors by these Bylaws other than the powers set forth in paragraphs (a), (b), (f), (g), (m) and (n) of Section 5 of this Article. The Board of Directors shall delegate to one of its members the authority to act on its behalf on all matters relating to the duties of the Managing Agent which might arise between meetings of the Board of Directors. The Unit Owners' Association and the Board of Directors shall not undertake "self-management" or fail to employ a professional Managing Agent. The Declarant, or an affiliate of the Declarant, may be employed as Managing Agent. Prior to the special meeting of the Unit Owners' Association at which all members of the Board of Directors shall be elected by all Unit Owners as provided in Section 2 of Article III of these Bylaws, the Board of Directors may not employ a Managing Agent for a term in excess of one (1) year. Any contract with a Managing Agent must provide that it may be terminated by the Unit Owners' Association, for cause, on no more than thirty (30) days' written notice and, without cause or imposition of any termination fee, on no more than sixty (60) days' written notice. The Board of Directors shall impose appropriate standards of performance upon the Managing Agent. Unless the Managing Agent is instructed otherwise by the Board of Directors:

(a) the accrual method of accounting shall be employed and expenses required by these Bylaws to be charged to more than one but less than all Unit Owners shall be accounted for and reported separately;

(b) two or more persons shall be responsible for handling cash to maintain adequate financial control procedures;

(c) cash accounts of the Unit Owners' Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the Managing Agent from vendors, independent contractors or others providing goods or services to the Unit Owners' Association whether in the form of commissions, finders fees, service fees or otherwise; any discounts received shall benefit the Association;

(e) any financial or other interest which the Managing Agent may have in any firm providing goods or services to the Unit Owners' Association shall be disclosed promptly to the Board of Directors; and

(f) a monthly financial report shall be prepared for the Unit Owners' Association containing:

(1) an "income statement" reflecting all income and expense activity for the preceding month on an accrual basis;

(2) an "account activity statement" reflecting all receipt and disbursement activity for the preceding month on a cash basis;

(3) an "account status report" reflecting the status of all accounts in an "actual" versus "projected" (budget) format;

(4) a "balance sheet" reflecting the financial condition of the Unit Owners' Association on an unaudited basis;

(5) a "budget report" reflecting any actual or pending obligations which are in excess of budgeted amounts by an amount exceeding the operating reserves or five percent of a major budget category (as distinct from a specific line item in an expanded chart of accounts); and

(6) a "delinquency report" listing all Unit Owners who are delinquent in paying Condominium assessments and describing the status of any actions to collect such assessments.

Section 7. Removal of Members of the Board of Directors. Until the special meeting of the Unit Owners' Association at which all of the members of the Board of Directors shall be elected by all Unit Owners as provided in Section 2 of this Article, (i) the Declarant shall have the right, in its sole discretion, to remove, with or without cause, any member of the Board of Directors designated by the Declarant and to designate his or her successor, and (ii) any member of the Board of Directors elected by Unit Owners other than the Declarant may be removed, with or without cause, by the affirmative vote of more than fifty percent (50%) of the outstanding votes of all Unit Owners other than the Declarant, and his or her successor shall be elected solely by such Unit Owners upon like vote. Thereafter, any member of the Board of Directors may be removed, with or without cause, by a majority of the votes of the Unit Owners at any regular meeting or any special meeting duly called and held for such purpose, and a successor may then and there be elected upon like vote. Any successor member of the Board of Directors shall serve for the remainder of the term of the member so removed. Any member of the Board of Directors whose removal has been proposed by the Unit Owners shall be given at least seven (7) days' notice of the calling of the meeting and the purpose thereof, and shall be given an opportunity to be heard at the meeting.

Section 8. Resignations of Members of the Board of Directors. A member of the Board of Directors may resign at any time. Any member of the Board of Directors who is a Unit Owner

shall be deemed to have resigned upon divestiture of title in fee or by lease for a term or terms of six (6) months or more of the Unit owned by such member (or such member's corporation, partnership, trust, principal or employer, if the Unit Owner is not a natural person), unless such member (or such member's corporation, partnership, trust, principal or employer) acquires or contracts to acquire another Unit under terms providing for a right of occupancy effective as of or before the termination of the right of occupancy pursuant to such divestiture. A member of the Board of Directors shall also be deemed to have automatically resigned if such member shall fail to attend three consecutive meetings of the Board of Directors (in person or as otherwise provided in Section 16 of this Article III).

Section 9. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a member of the Board of Directors (which shall be filled as provided in Section 7 of this Article) shall be filled by a vote of a majority of the remaining members of the Board of Directors (whether or not such remaining members constitute a quorum) at a special meeting of the Board of Directors held for such purpose promptly after the occurrence of any such vacancy (or by the sole remaining member of the Board of Directors), and each person so elected shall be a member of the Board of Directors until a successor shall be elected at the next annual meeting of the Unit Owners' Association for the remainder of the term created by such vacancy; provided, however, that until the special meeting of the Unit Owners' Association at which all of the members of the Board of Directors shall be elected by all Unit Owners as provided in Section 2 of this Article, the vacancy in the position of any member of the Board of Directors designated by the Declarant shall be filled by the Declarant, and the vacancy in the position of any member of the Board of Directors elected by Unit Owners other than the Declarant shall be filled by the affirmative vote of more than fifty percent (50%) of the outstanding votes of all Unit Owners other than the Declarant.

Section 10. Organization Meeting. A special organization meeting of the Board of Directors shall be held within ten (10) days after each annual meeting of the Unit Owners' Association. No notice shall be necessary to the members of the Board of Directors in order legally to constitute such special meeting, provided a quorum shall be present thereat.

Section 11. Regular Meetings. Regular meetings of the Board of Directors shall be held at least twice between annual meetings of the Unit Owners' Association, at such time and place as shall be determined from time to time by a majority of the members of the Board of Directors. Notice of regular meetings of the Board of Directors shall be given to each of its members, by hand delivery, mail, telex or telegraph at least five (5) business days prior to the date scheduled for such meeting.

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Section 12. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) business days' notice given to each member of the Board of Directors, by hand delivery, mail, telex or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice upon the written request of at least two (2) members of the Board of Directors.

Section 13. Waiver of Notice. Any member of the Board of Directors at any time in writing may waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting of the Board of Directors shall constitute a waiver of notice by such member of the time and place of such meeting, unless such attendance is for the purpose of objecting to such meeting. If all members of the Board of Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 14. Quorum; Voting of Board of Directors. At all meetings of the Board of Directors, a majority of the members of the Board of Directors shall constitute a quorum for the transaction of business, and 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 at any meeting of the Board of Directors there shall be less than a quorum present, a majority of the members present or a sole present member may adjourn the meeting from time to time. At any such reconvened meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 15. Compensation. No member of the Board of Directors shall receive any compensation for acting as a director.

Section 16. Conduct of Meetings. All resolutions adopted by the Board of Directors and all transactions and proceedings occurring at all meetings of the Board of Directors shall be held in a Minute Book maintained for the Board of Directors by the Secretary. The then current Robert's Rules of Order or any other rules of procedure at any time or from time to time acceptable to a majority of the members of the Board of Directors shall govern the conduct of the meetings of the Board of Directors when not in conflict with the Declaration, the Declaration of Covenants and Easements, these Bylaws or the Condominium Act. In lieu of meetings requiring the physical presence of members of the Board of Directors, meeting may be conducted by teleconference or in some other similar manner where all members of the Board of Directors can participate, so long as such teleconferencing or other method provides for audible participation by all members of the Board of Directors.

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Section 17. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall consent in writing to such action. Any such unanimous written consent shall be filed with the minutes of the proceedings of the Board of Directors.

Section 18. Board of Directors as Attorney-in-Fact. The Board of Directors is hereby irrevocably appointed as agent and 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 and to permit the Board of Directors to fulfill all of its powers, rights, functions and duties. The Board of Directors is hereby irrevocably appointed as agent and 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 Land and Building to: (i) adjust and settle all claims arising under insurance policies purchased by the Board of Directors, (ii) execute and deliver releases upon the payment of claims (iii) to act as representative of the Unit Owners under the Declaration of Covenants and Easements and to enter into amendments or modifications thereof, and (iv) act on their behalf in any condemnation proceeding or action of eminent domain; provided, however, that the consent of a Mortgagee shall be required if such Mortgagee notifies the Board of Directors within thirty days after receipt of notice of the damage or notice of the taking in condemnation or by eminent domain pursuant to Article IX, Section 1(ii) of the Bylaws. The powers hereby granted shall be in addition to any rights granted by the Condominium Act, including but not limited to Section 45-1848 of the Condominium Act. The Board of Directors may grant and accept easements and licenses pursuant to Section 45-1848(b).

Section 19. Liability of the Board of Directors, Officers, Unit Owners and Unit Owners' Association.

(a) The officers of the Association and the members of the Board of Directors and any committee established by the Board of Directors shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or as otherwise provided by law. The Unit Owners and the Unit Owners' Association shall indemnify and hold harmless each of the officers and the members of the Board of Directors from and against all liability arising out of contracts made or other action taken on behalf of the Unit Owners or the Unit Owners' Association. Every agreement made by the officers, the Board of Directors or the Managing Agent on behalf of the Unit Owners' Association shall provide, if reasonably obtainable, that the officers, members of the Board of Directors, or the Managing Agent, as the case may be, are acting only as agents for the Unit Owners' Association and shall have no personal liability thereunder (other than as Unit Owners), and that each Unit Owner's liability thereunder shall be limited in accordance with the provisions of

Section 45-1849 of the Condominium Act, in proportion to such Unit Owner's obligation to pay Common Expenses.

(b) The Unit Owners' Association and the Board of Directors shall not be liable for any failure of utility services or other services obtained by the Unit Owners' Association or paid for as a Common Expense, or for injury or damages to any person or property caused by the elements, by any Unit Owner, or by any other person, or resulting from electricity, water, snow or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment. No diminution or abatement of any assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Elements or from any action taken by the Unit Owners' Association to comply with any of the provisions of these Bylaws, the Declaration, the Rules and Regulations, law, ordinance or with the order or directive of any municipal or other governmental authority.

Section 20. Common or Interested Directors. Each member of the Board of Directors shall exercise his or her powers and duties in good faith and in the best interests of the Condominium. No contract or other transaction between the Unit Owners' Association and any of its officers or directors, or between the Unit Owners' Association and any corporation, firm or association (including the Declarant) in which any of the officers or directors of the Unit Owners' Association are directors or officers or are pecuniarily or otherwise interested, is or shall be either void or voidable because of such relationship or interest or because any such officer or director is present at the meeting of the Board of Directors or any committee thereof which authorizes, approves or ratifies such contract or transaction, or because his or her or their vote(s) is counted for such purpose, if any of the conditions specified in any of the following subparagraphs exists:

(a) The material facts of such relationship or interest are disclosed or known to the Board of Directors or committee which authorizes, approves or ratifies such contract or transaction in good faith and by a vote sufficient for the purpose, without counting the vote(s) of such interested officers or directors; or

(b) The material facts of such relationship or interest are disclosed or known to Unit Owners holding at least a majority of the votes in the Unit Owners' Association and such Unit Owners authorize, approve or ratify such contract or transaction in good faith and by a vote sufficient for the purpose; or

(c) Such contract or transaction was fair and commercially reasonable to the Unit Owners' Association in view of all the facts known to any officer or director of the Unit Owners' Association at the time it was authorized, ratified, approved or executed.

Any common or interested officer or director may be counted in determining the presence of a quorum at any meeting of the Board of Directors or committee thereof which authorizes, ratifies or approves any contract or transaction. Arrangements between the Unit Owners' Association and the Declarant or the initial Managing Agent shall be deemed to satisfy the requirements of this Section.

Section 21. Committees. The Board of Directors from time to time may appoint (and expand and/or disband) such committees from among its own membership and/or from among the Unit Owners' Association as the Board of Directors from time to time deems desirable to assist in the administration or operation or affairs of the Condominium.

Section 22. Standards Committee.

(a) Purpose. After the expiration of the Declarant Control Period, the Board of Directors shall establish a Standards Committee, consisting of three members appointed by the Board, each to serve for a term of one year, in order to assure that the Condominium shall always be maintained in a manner: (1) providing for visual harmony and soundness of repair; (2) avoiding activities deleterious to the esthetic or property values of the Condominium; (3) furthering the comfort of the Unit Owners, their guests and tenants; and (4) promoting the general welfare and safety of the Condominium community.

(b) Powers. Subject to the Declaration of Covenants and Easements, the Standards Committee shall regulate the appearance, use and maintenance of the Common Elements. The Standards Committee shall have the power to impose reasonable application fees as well as the costs of reports, analyses, or consultations required in connection with improvements or changes proposed by a Unit Owner. The Standards Committee shall have the power to impose reasonable charges (pursuant to Article X, Section 6 hereof) upon, and issue a cease and desist request to, a Unit Owner, his guests, invitees, or lessees whose actions are inconsistent with the provisions of the Condominium Act, the Declaration, these Bylaws, the Declaration of Covenants and Easements, the Rules and Regulations or resolutions of the Board Directors (upon petition of any Unit Owner or upon its own motion). The Standards Committee shall from time to time, as required, provide interpretations of the Declaration, Bylaws, the Declaration of Covenants and Easements, Rules and Regulations and resolutions pursuant to the intents, provisions and qualifications thereof when requested to do so by a Unit Owner or the Board of Directors. Any action, ruling or decision of the Standards Committee may be appealed to the Board of Directors by any party deemed by the Board to have standing as an aggrieved party and the Board may modify or reverse any such action, ruling or decision.

(c) Authority. The Standards Committee shall have such additional duties, power and authority as the Board of Directors

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may from time to time provide by resolution. The Board of Directors may relieve the Standards Committee of any of its duties, powers and authority either generally or on a case-by-case basis. The Standards Committee shall carry out its duties and exercise its powers and authority in the manner provided for in the Rules and Regulations or by resolution of the Board of Directors.

ARTICLE IV

Officers

Section 1. Designation. The principal officers of the Condominium shall be a President, a Vice President, a Secretary and a Treasurer. The Board of Directors may elect an assistant treasurer, an assistant secretary and/or such other officers as in its judgment may be necessary or desirable.

(a) President. The President shall: be the chief executive officer of the Unit Owners' Association; preside at all meetings of the Association and of the Board of Directors; have general and active direction of the business of the Association subject to the control of the Board; see that all orders and resolutions of the Board are carried into effect; and appoint committees from time to time as the President may decide is appropriate to assist in the conduct of the affairs of the Association. In the absence of a contrary designation by the Board of Directors, the President shall act as the Condominium's representative with the Commercial Parcel Owner under the Declaration of Covenants and Easements.

(b) Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other director to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed by the Board of Directors or by the President.

(c) Secretary. The Secretary shall: keep the minutes of all meetings of the Unit Owners' Association and of the Board of Directors; have charge of such books and papers as the Board may direct; give or cause to be given all notices required to be given by the Association; maintain a register setting forth the place to which all notices to Unit Owners and Mortgagees hereunder shall be delivered; and, in general, perform all the duties incident to the office of Secretary.

(d) Treasurer. The Treasurer shall (together with the managing agent): be responsible for Unit Owners' Association funds and securities; keep full and accurate financial records and books of account showing all receipts and disbursements; prepare all required financial data; deposit all monies and other valuable

effects in the name of the Board of Directors, the Association or the managing agent, in such depositories as may from time to time be designated by the Board; and, in general, perform all the duties incident to the office of treasurer.

Section 2. Qualifications. All officers shall be Unit Owners (or partners, officers, directors, trustees, agents or employees of Unit Owners who are not natural persons). The President and Secretary shall be members of the Board of Directors. Any officers other than the President and the Secretary may be, but shall not be required to be, members of the Board of Directors. The foregoing restrictions shall not apply to any officers selected by members of the Board of Directors designated by the Declarant prior to the special meeting of the Unit Owners' Association at which all of the members of the Board of Directors shall be elected by all Unit Owners as provided in Section 2 of Article III of these Bylaws.

Section 3. Election. The initial officers of the Condominium shall be elected by the Board of Directors appointed by the Declarant. Thereafter, the officers of the Condominium shall be elected annually by the Board of Directors at the organization meeting following each annual meeting of the Unit Owners' Association, and shall hold office at the pleasure of the Board of Directors.

Section 4. Removal or Resignation of Officers. Any officer may be removed, either with or without cause, upon the affirmative vote of a majority of the members of the Board of Directors. Any officer may resign at any time. Any officer shall be deemed to have resigned upon divestiture of title in fee or by lease for a term or terms of six (6) months or more of the Unit owned by such officer (or such officer's corporation, partnership, trust, principal or employer, if the Unit Owner is not a natural person), unless such officer (or such officer's corporation, partnership, trust, principal or employer) acquires or contracts to acquire another Unit under terms providing for a right of occupancy effective as of or before the termination of the right of occupancy pursuant to such divestiture. Any vacancy in an office shall be filled by the Board of Directors at a regular meeting or at a special meeting called for such purpose.

Section 5. Agreements, Contracts, Deeds, Checks, Etc. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium or the Unit Owners' Association for expenditures or obligations in excess of Two Thousand Five Hundred Dollars (\$2,500.00) shall be executed by any two officers of the Condominium or by such other person or persons as may be designated by the Board of Directors. All such instruments for expenditures or obligations of Two Thousand Five Hundred Dollars (\$2,500.00) or less may be executed by any one officer of the Condominium or by such other person as may be designated by the Board of Directors.

Section 6. Compensation of Officers. No officer of the Unit Owners' Association shall receive any compensation for acting as an officer.

ARTICLE V

Assessments

Section 1. Fiscal Year. The fiscal year of the Condominium shall consist of the twelve month period commencing on January 1 of each year and terminating on December 31 of such year.

Section 2. Adoption of Budget. The Declarant shall determine the budget for the period commencing upon the conveyance of legal title to the first Unit by the Declarant and ending on the last day of the fiscal year in which such conveyance occurs. Each year thereafter, at least sixty (60) days before the beginning of the new fiscal year, the Board of Directors shall adopt a budget for the Condominium containing an estimate of the total amount necessary to pay the cost of the Common Expenses (net of all common profits) for the ensuing fiscal year (including without limitation the Condominium's share of costs under the Declaration of Covenants and Easements and such reasonable amounts as the Board of Directors shall deem sufficient to provide working capital for the Unit Owners' Association, a general operating reserve, reserves for repair and replacement of Common Elements and reserves for contingencies). At least thirty (30) days before the beginning of each fiscal year, the Board of Directors shall send to each Unit Owner a copy of such budget and the obligation of each Unit Owner pursuant to the provisions of this Article to pay his or her allocable share of the Common Expenses based upon such budget. If the assessments for the ensuing year exceeds the prior year's assessments by more than fifteen percent (15%), then such budget shall be subject to approval by the Unit Owners at the annual meeting or at a special meeting called for the purpose of approving the budget.

Section 3. Effect of Failure to Adopt Budget. The failure or delay of the Board of Directors to adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his or her allocable share of the Common Expenses as provided in this Article. In the absence of any annual budget, each Unit Owner shall continue to pay the monthly charge at the rate established for the previous fiscal year until the monthly installment which is next due more than ten (10) days after a new annual budget shall have been adopted and notice of new assessments have been given to Unit Owners. At the time the first installment is due pursuant to the new annual budget, each Unit Owner shall pay with such first installment any deficiency for prior months between the amount being paid and the amount such Unit Owner should have been paying under the new annual budget.

Section 4. Assessment of Common Expenses. The total amount of the estimated Common Expenses (including reserves) as set forth in the budget or budgets of the Condominium for any fiscal year shall be assessed against all Units in proportion to the respective Percentage Interests of all Units. On or before the first day of each fiscal year, and the first day of each of the succeeding eleven (11) months in such fiscal year, each Unit Owner shall be obligated to pay to the Board of Directors or the Managing Agent (as determined by the Board of Directors) one-twelfth (1/12th) of the assessment for Common Expenses for such fiscal year. Within ninety (90) days after the end of each fiscal year, the Board of Directors shall supply to all Unit Owners an unaudited itemized accounting of the Common Expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget or budgets adopted by the Board of Directors for such fiscal year, and showing the net amount over or short of the actual expenditures, plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be used to offset future Common Expenses. Any net shortage shall be assessed against the Unit Owners then of record in proportion to each Unit Owner's obligation to pay Common Expenses and shall be payable, in the discretion of the Board of Directors, either (i) in full, with payment of the monthly installment which is next due more than ten (10) days after the date of such assessment, or (ii) in not more than twelve (12) equal monthly installments, beginning with the next due monthly installment.

Section 5. Reserves. The Board of Directors shall build up and maintain adequate reserves for working capital and for repairs to and replacements of the Common Elements, and may establish reserves for general operations, contingencies or other matters. All reserves shall be kept in a separate bank account(s), segregated from general operating funds, and, if the Board of Directors shall deem it advisable, funds accumulated for each type of reserve shall be kept in a separate bank account, identified by reference to the specific category of reserve. Except where an emergency requires an expenditure to prevent or minimize loss from damage to, or deterioration of, the Common Elements, reserves accumulated for one purpose may not be expended for any other purpose unless approved by the Unit Owners' Association.

Section 6. Special Assessments.

(a) Special Assessments. The Board of Directors at any time or from time to time may levy a special assessment in order to defray, in whole or in part, the cost of any construction, reconstruction or unexpected repair or replacement of the Common Elements or for such other purpose as the Board of Directors may consider appropriate, provided that any such assessment in excess of ten percent (10%) of the then current assessment shall have the assent of a majority of the votes of Unit Owners at a special meeting called to consider such special

assessment at which a quorum is present, further provided, however, that such limitation and assent by the Unit Owners shall not be applicable to any special assessment arising as a result of an emergency affecting life or property. Such special assessment shall be levied against all Unit Owners in proportion to each Unit Owner's obligation to pay Common Expenses.

(b) Assessment. The Board of Directors shall serve notice of any special assessments on all affected Unit Owners by a statement in writing giving the amount of and reasons for such special assessment, which special assessment may be payable, as the Board of Directors may determine, in lump sum or in installments, and, unless otherwise specified in the notice, shall be payable with the next due monthly installment which is due more than ten (10) days after the giving of such notice. All Unit Owners shall be obligated to pay the adjusted monthly amount or, if the special assessment is not payable in installments, the amount of such assessment.

Section 7. Working Capital Fund. There will be established an initial working capital fund through the payment made by each Unit Owner, upon the purchase of his or her Condominium Unit from the Declarant, of an amount equal to twice the monthly installments for Common Expenses for such Unit under the pro forma or actual budget then in effect. The Declarant shall deliver such funds so collected to the Board of Directors to provide working capital for the Unit Owners' Association. Neither the Declarant, any Mortgagee who obtains title to Unit by foreclosure or deed in lieu thereof, any purchaser at a foreclosure sale, nor any purchaser upon a resale of a Unit, shall be required to pay working capital assessments. The working capital fund may be used for any lawful purpose, as the Board of Directors from time to time shall determine. So long as the Declarant is in control of the Unit Owner's Association, Declarant may not use any of the working capital funds to defray expenses, reserve contributions, construction costs or make up budget deficits. Within sixty (60) days after closing on the first Unit, Declarant shall pay into the working capital fund the share of working capital required for each unsold Unit. Declarant may use funds collected at closing for working capital on such unsold Units to reimburse itself for funds paid for such unsold Unit's share of working capital.

Section 8. Obligation to Pay Common Expenses. Each Unit Owner shall be obligated to pay assessments for Common Expenses and special assessments levied by the Board of Directors pursuant to these Bylaws. No Unit Owner may be exempted from liability to contribute toward payment of assessments by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his or her Unit. No Unit Owner shall be liable for the payment of any assessments for Common Expenses or special assessments levied against his or her Unit subsequent to the perfection of a sale or other divestiture of title, by operation of law or otherwise, of such Unit by such Unit Owner. Subject expressly to and except as otherwise provided in Section 10 of this Article, the purchaser of

a Condominium Unit or other successor in interest in connection with any voluntary transfer of a legal or equitable interest in a Condominium Unit shall be liable jointly and severally with the transferor Unit Owner for all assessments which have become due and payable against such transferor's Unit prior to and up to the time of such transfer, without prejudice, however, to any rights of such successor to recover from the transferor; provided, however, that any such transferor Unit Owner and successor in interest upon request shall be entitled to a recordable statement from the Board of Directors or Managing Agent (as provided in Section 16 of this Article V) setting forth the amount of the unpaid assessments against the transferor Unit Owner's Unit, and such successor shall not be liable for, nor shall the Condominium Unit conveyed be subject to, a lien for any unpaid assessments in excess of the amount set forth in such statement. Failure to furnish or make available such statement within ten (10) business days from receipt of such request shall extinguish the lien for unpaid assessments. Payment of a fee of Twenty-five Dollars (\$25.00) or, if greater, the maximum amount allowable under the Condominium Act, shall be required as a prerequisite to the issuance of such statement.

Section 9. Lien for Assessments.

(a) Lien. The total annual assessment of each Unit Owner for Common Expenses or any special assessment, or any other sum duly levied (including without limitation charges, interest, late charges, etc.), made pursuant to these Bylaws, is hereby declared to be a lien levied against the Unit of such Unit Owner as provided in Section 45-1853 of the Condominium Act, which lien shall, with respect to annual assessments, be effective on the first day of each fiscal year of the Condominium and, as to special assessments and other sums duly levied, on the first day of the next month which begins more than ten (10) days after delivery to the Unit Owner of notice of such special assessment or levy. The Board of Directors or the Managing Agent may file or record such other or further notice of any such lien, or such other or further document, as may be required to confirm the establishment and priority of such lien.

(b) Acceleration. In any case where an assessment against a Unit Owner is payable in installments, upon a default by such Unit Owner in the timely payment of any two consecutive installments, 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 entire balance of the annual assessment may be declared due and payable in full by the service of notice to such effect upon the defaulting Unit Owner and such Unit Owner's Mortgagee by the Board of Directors or the Managing Agent.

(c) Enforcement. The lien for assessments may be enforced and foreclosed in any manner permitted by the laws of the District of Columbia by power of sale (pursuant to Section 45-1853 of the Condominium Act) or action in the name of the Board of

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Directors, or the Managing Agent, acting on behalf of the Unit Owners' Association. During the pendency of such suit the Unit Owner shall be required to pay a reasonable rental for the Unit for any period prior to sale pursuant to any judgment or order of any court having jurisdiction over such sale. The plaintiff in such proceeding shall have the right to the appointment of a receiver, if available under the laws of the District of Columbia.

(d) Remedies Cumulative. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing or waiving the lien securing the same, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

(e) Supplemental Enforcement of the Lien. In addition to the proceedings at law or in equity for the enforcement of the lien established by the Declaration and these Bylaws or the Condominium Act, any Unit Owner who is late three (3) times in any twelve (12) month period in paying his or her assessments may be required by the Declarant or the Board of Directors to execute bonds conditioned upon the faithful performance and payment of the installments of the lien established thereby and may likewise be required to secure the payment of such obligations by recording a declaration of trust in the land records of the District of Columbia granting unto one or more trustees appropriate powers to the end that, upon default in the performance of such bond such declaration of trust may be foreclosed by such trustees acting at the direction of the Board of Directors. If any such bonds have been executed and such declaration of trust is recorded, then any subsequent purchaser of a Unit shall take title subject thereto and shall assume the obligations provided for therein.

Section 10. Subordination and Mortgagee Protection. Notwithstanding any other provision of the Declaration or these Bylaws to the contrary, any lien for assessments shall be subordinate to the rights of the holder of a Mortgage made in good faith, for value received prior to the date such assessment became due and payable, and such holder, or the purchaser at a foreclosure sale, their successors and assigns, shall not be liable for and such Unit shall not be subject to a lien for the payment of assessments which have become due and payable prior to the acquisition of title or the taking of possession (whichever first occurs) of such Unit pursuant to a decree of foreclosure, or any proceeding in lieu of foreclosure; provided, that such subordination shall apply only to assessments which have become due and payable prior to such acquisition of title or the taking of possession of such Unit, and such holder or purchaser, their successors and assigns, shall be liable for and such Unit shall be subject to a lien for assessments thereafter becoming due and payable. Any such unpaid assessments for which a Mortgagee or purchaser, their successors and assigns, shall not have liability pursuant to this Section shall constitute a Common Expense for which each Unit Owner, including such Mortgagee or purchaser,

their successors and assigns, shall be liable in proportion to each Unit Owner's obligation to pay Common Expenses.

Section 11. Collection of Assessments. The Board of Directors, or the Managing Agent at the request of the Board of Directors, shall take prompt action to collect any assessments for Common Expenses due from any Unit Owner which remain unpaid for more than thirty (30) days from the due date for payment thereof.

Section 12. Interest and Late Charge. In the event of a default by any Unit Owner in paying any Common Expenses or any other sum assessed against the Unit Owner which default continues for a period of fifteen (15) days, such Unit Owner shall be obligated to pay a late payment charge in an amount to be established by the Board of Directors, from time to time, and shall bear interest from the due date at the rate of twelve percent (12%) per annum or such other rate as from time to time shall be determined by the Board of Directors, provided such rate shall not exceed the highest interest rate permitted by law.

Section 13. Accounts. Except as otherwise provided in this Article, all sums collected by the Board of Directors with respect to assessments against the Unit Owners may be commingled into a single fund.

Section 14. Books and Accounts. Books and accounts of the Unit Owners' Association shall be kept under the direction of the Treasurer in accordance with generally accepted accounting principles. Such books and accounts shall detail, in chronological order, the income and expenditures of administration and operation of the Condominium, and shall specify the maintenance, repair and service expenses and any other expenses incurred. The amount of any special assessment required for payment of any capital improvement of the Condominium shall be credited upon the books of the Condominium to the "Paid-in Surplus" account as a capital contribution.

Section 15. Inspection of Books. The books and accounts of the Unit Owners' Association shall be available for inspection by the Unit Owners and/or their accountants, attorneys and duly authorized agents, and to any Mortgagee, and/or its accountants, attorneys and duly authorized agents, during normal business hours, upon reasonable notice and for purposes reasonably related to their respective interests. Such inspection shall be undertaken at the inspecting Unit Owner's expense.

Section 16. Statement of Common Expenses. The Board of Directors promptly shall provide to any Unit Owner, contract purchaser or Mortgagee upon request a written statement in recordable form of all unpaid assessments due from such Unit Owner. Payment of a fee to be established by the Board of Directors, from time to time, shall be required as a prerequisite to the issuance of such statement. Failure to furnish or make available such statement within ten (10) business days from receipt

of such request and payment of the fee shall extinguish the lien for unpaid assessments.

Section 17. Audit. The books and accounts of the Unit Owners' Association shall be audited at least once a year by an outside auditor employed by the Board of Directors who shall not be a resident of the Condominium or a Unit Owner. The cost of such audit shall be a Common Expense.

ARTICLE VI

Repair, Improvement and Use

Section 1. Maintenance and Repair.

(a) By the Unit Owners' Association. Except as otherwise provided in this Section or by the provisions of these Bylaws, the Declaration of Covenants and Easements or the Condominium Act, the Unit Owners' Association shall be responsible for the maintenance, repair and replacement of the Common Elements, including the Limited Common Elements (except as provided in subparagraph (b)(1) of this Section 1), the cost of which shall be a Common Expense.

(b) By the Unit Owner.

(1) Each Unit Owner shall be responsible at his or her own expense for the maintenance, repair and replacement of his or her Unit and all parts thereof, including without limitation interior walls included as part of a Unit, interior ceilings and floors, interior surface of glass doors and windows and the finished interior surfaces of all perimeter walls, ceilings and floors, kitchen and bathroom fixtures and appliances, lighting, heating and air-conditioning components included as a part of the Unit, and the exposed surfaces (but not structural components) of Limited Common Element balconies. Each Unit Owner promptly shall report to the Board of Directors or the Managing Agent any defect or need for repairs for which the Unit Owners' Association is responsible.

(2) Each Unit Owner shall perform normal maintenance to any Limited Common Element appurtenant to such Unit Owner's Unit and of any portion of the General Common Elements which such Owner has the right to utilize exclusively or in conjunction with less than all of the other Unit Owners, and shall keep such Limited Common Element or portion of the General Common Elements in a clean, safe and sanitary condition, free and clear of snow, ice and any accumulation of water and debris.

(3) Each Unit Owner shall be responsible for all damage to any and all other Units or to the Common Elements resulting from such Unit Owner's failure to maintain or make any of the repairs required to be made pursuant to this Section. Each

Unit Owner also shall be responsible for the expense of any maintenance, repair and/or replacement of any of the Common Elements, including the Limited Common Elements, if in the opinion of not less than a majority of the members of the Board of Directors such expense was necessitated by the negligence, misuse or neglect of any Unit Owner(s), or of any member(s) of such Unit Owner's household or family, or of any employee(s), agent(s), licensee(s) or invitee(s) of such Unit Owner(s). All structural repairs or replacements of any and all Common Elements, including the Limited Common Elements, made pursuant to this paragraph shall be made by the Unit Owners' Association, but the cost thereof shall be borne by the party(ies) responsible therefor as herein provided. To the extent any Unit Owner is not performing its maintenance and repair obligations hereunder and such failure, in the opinion of a majority of the Board of Directors, may result in damage to any other Units or to the Common Elements, the Board of Directors may make such repairs at the cost and expense of such Unit Owner and the Unit Owner shall reimburse the Unit Owners' Association for the cost thereof promptly upon demand therefore, and any amounts expended by the Unit Owners' Association shall be a lien on such Unit as provided in Article V, Section 9.

(c) Manner of Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and installation and shall be of first-class quality.

Section 2. Right of Access. By acceptance of a deed of conveyance, each Unit Owner thereby grants a right of access to his or her Unit, as provided by Section 45-1847(a) of the Condominium Act, to the Board of Directors and the Managing Agent, their respective agents and employees, or any group of the foregoing, for the purpose of enabling the exercise and discharge of their respective powers and responsibilities, including without limitation making inspections, correcting any condition originating in a Unit and threatening another Unit or the Common Elements, performing installations, alterations or repairs to the mechanical or electrical services or the Common Elements in a Unit or elsewhere in the Condominium, or to correct any condition which violates the provisions of the Declaration, these Bylaws, the Rules and Regulations or any Mortgage, provided, that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. Notwithstanding the foregoing, in case of an emergency, such right of entry shall be immediate and without notice, whether the Unit Owner is present at the time or not. Any exercise of the rights herein conferred shall be in a manner, to the extent practicable, so as not to interfere unreasonably with the use of a Unit or the Common Elements, and any damage to any Unit or to the Common Elements resulting from any exercise of the rights herein conferred shall be repaired by the party(ies) responsible for such damage.

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Section 3. Additions, Alterations or Improvements;
Emergency Repairs.

(a) By the Unit Owners' Association. Whenever the Common Elements shall require any addition, alteration or improvement costing in excess of three percent (3%) of the total annual assessment for that fiscal year and the making of such addition, alteration or improvement shall have been approved by the Unit Owners' Association, the Board of Directors shall proceed with such addition, alteration or improvement and the cost thereof shall constitute a Common Expense. Emergency repairs, however, necessary to prevent or correct conditions involving manifest danger to life or property, or for the preservation and safety of the Condominium, or for the safety of the Unit Owners, or required to avoid the suspension of any necessary service to the Condominium, may be made by the Board of Directors on behalf of the Unit Owners' Association without approval of the Unit Owners, regardless of the cost limitations imposed by this Section. Any addition, alteration or improvement costing three percent (3%) of the total annual assessment for that fiscal year or less may be made by the Board of Directors on behalf of the Unit Owners' Association without approval of the Unit Owners and the cost thereof shall constitute a Common Expense. Notwithstanding the foregoing provisions of this Section, if in the opinion of not less than a majority of the members of the Board of Directors any addition, alteration or improvement has been requested by and is or shall be exclusively or substantially exclusively for the benefit of any Unit or Units to the exclusion of all other Units, such Unit(s) shall be assessed therefor in such proportion as the Unit Owner(s) of such Unit(s) jointly shall approve, or, if they are unable to agree thereon, in such proportions as shall be determined by the Board of Directors.

(b) By the Unit Owners. Except as expressly permitted by Section 45-1834 of the Condominium Act, no Unit Owner shall make any addition, alteration or improvement in or to his or her Unit which will or may impair the structural integrity or mechanical, electrical or plumbing systems of the Building or Residential Section or of the Condominium, and interior partitions contributing to the support of the Unit or the Building or the Residential Section shall not be altered or removed. No Unit Owner shall make any addition, alteration or improvement, or shall change the appearance of the Common Elements or the exterior appearance of any Unit (including without limitation doors, windows and window shades) or Limited Common Element without the prior written consent of the Board of Directors acting for and on behalf of the Unit Owners' Association. If application to any governmental authority for a permit to make an addition, alteration or improvement requires execution by the Unit Owners' Association and, if applicable, provided consent of the Board of Directors has been given, then the application shall be executed on behalf of the Unit Owners' Association by the Board of Directors or any officer designated by the Board of Directors, without, however, incurring

any liability to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The foregoing provisions of this paragraph shall not apply to Condominium Units owned by the Declarant before deeds of conveyance to such Units shall have been delivered, and the Declarant shall have the right to make any such alterations without the consent of the Board of Directors or any Unit Owner or any Mortgagee.

Section 4. Use of Units and Common Elements. Each Unit and the Common Elements shall be occupied and used as follows:

(a) Except as permitted by the Declaration and/or these Bylaws, no part of the Condominium shall be used for any purpose except housing and the related residential purposes for which the Condominium was designed.

(b) A Unit Owner may use a portion of a Unit for a home office or studio, provided, that such use is consistent with all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction over the Condominium and the activities therein shall not interfere with the quiet enjoyment or comfort of any other Unit Owner, and provided, further, that in no event shall any part of the Condominium be used as a school or music studio. Except for such home office or studio use, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, shall be conducted, maintained, or permitted in any Unit.

(c) No portion of any Unit (other than the entire Unit) shall be leased for any period; provided, however, that arrangements for a reasonable number of roommates is permitted. Units shall not be leased for an initial period of less than one (1) year. No non Unit Owner, including without limitation, any licensee, lessee or user pursuant to a grant, shall have the right to lease, sublease, assign or permit other use of the Unit. No Unit Owner shall lease a Unit other than on a written form of lease: (i) requiring the lessee to comply with the Declaration, the Declaration of Easements and Covenants, these Bylaws, and Rules and Regulations; (ii) providing that failure to comply constitutes a default under the lease, (iii) providing that the Board of Directors has the power to terminate the lease or to bring summary proceedings to evict the tenant in the name of the lessor thereunder after forty-five (45) days prior written notice to the Unit Owner, in the event of a default by the tenant in the performance of the lease and (iv) providing that the tenant shall have no right to sublease the Unit or any part thereof. The Board of Directors may suggest a standard form lease for use by Unit Owners. Each Unit Owner of a Unit shall, promptly following the execution of any lease of Unit, forward a conformed copy thereof to the Board of Directors. The foregoing provisions of this paragraph shall not apply to Units owned by the Association, to the

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Declarant, or to a Mortgagee in possession of a Unit as a result of foreclosure, judicial sale or a proceeding in lieu of foreclosure.

(d) No immoral, improper, offensive or unlawful use shall be made of the Condominium or any part thereof, and all laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction over any portion of the Condominium shall be observed.

(e) Nothing shall be done or kept in any Unit or in or on the Common Elements which will increase the rate of insurance for the Condominium. No Unit Owner shall permit anything to be done or kept in a Unit or in or on the Common Elements which will result in the cancellation of insurance on the Condominium or which would be in violation of any public law, ordinance or regulation. No waste will be committed in, on or to the Common Elements. Nothing herein shall in any way be deemed to limit or proscribe the activities of the Declarant.

(f) The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any Unit or upon the Common Elements, except that the keeping of small, orderly domestic pets (e.g., dogs, cats or caged birds), not to exceed one per Unit without the approval of the Board of Directors, is permitted, subject to the Rules and Regulations adopted by the Board of Directors; provided, however, that such pets are not kept or maintained for commercial purposes or for breeding; and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Condominium upon ten days written notice from the Board of Directors. Any Unit Owner or resident may notify the Board of Directors in writing that a pet of another Unit Owner or resident is creating a nuisance or making noise or an unreasonable disturbance. If the complainant so requests, his name shall be disclosed only to the Board of Directors. The owner of the pet shall be immediately notified and a hearing shall be held by the Board of Directors within twenty-one (21) days of the delivery of the notice. The Board shall give all Unit Owners and residents an opportunity to be heard on the matter. The owner of the pet must show to the satisfaction of the Board that the allegation is untrue or the Board shall remove the pet forthwith from the Condominium. A pet shall not cause a nuisance by reason of noise, odor or behavior. Defecating or urinating in the Common Elements in other than designated areas shall be prohibited. Pets shall not be permitted upon the Common Elements unless accompanied by an adult and unless carried or leashed and then only in those areas designated by the Board of Directors. Any Unit Owner or resident who keeps or maintains any pet upon any portion of the Condominium shall be deemed to have indemnified and agreed to hold the Unit Owners' Association, each Unit Owner and the Declarant free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium. All pets shall be registered with the

Unit Owner's Association and shall otherwise be registered and inoculated as required by law. The Board of Directors may establish reasonable fees for registration of pets.

(g) No Unit Owner shall obstruct any of the Common Elements nor shall any Unit Owner place or cause or permit anything to be placed on or in any of the Common Elements (except those areas designated for such storage by the Declaration and these Bylaws or the Board of Directors) without the approval of the Board. Nothing shall be altered or constructed in or removed from the Common Elements except with the prior written consent of the Board of Directors. The Common Elements shall be used only for the furnishing of the services and facilities for which the same are reasonably suited and which are incident to the use and occupancy of the Units. The lobbies, vestibules, public halls and stairways shall be used for no purpose other than for normal transit. No signs, posters or handbills may be posted or delivered in, on, or, through the lobbies, vestibules, public halls or stairways, or delivered under the doors to the Units.

(h) No fences may be erected in the Condominium except for those fences erected by the Declarant or the Board of Directors.

(i) No satellite receiving systems or stations or exterior antennae of any kind shall be maintained in a Unit or upon the Common Elements, except for any master antennae which may be provided by the Declarant or with the prior written consent of the Board of Directors.

(j) No person may post any advertisement, poster or sign of any kind on the exterior of a Unit or on any Limited Common Element, except when required by law. The right is reserved by the Declarant or its agents to use any unsold Unit or Units, or any Unit or Units leased by the Declarant, for model, sales and/or rental offices and/or for any other lawful purpose or purposes, and to display "For Sale" and "For Rent" signs of any size on the Common Elements, or on any such Unit or on the Building.

(k) No Unit shall be subjected to or used for any timesharing, cooperative, licensing or other arrangement that would entail weekly, monthly, or any other type of revolving or periodic occupancy by multiple Unit Owners, cooperators, licensees, or timesharing participants. This provision shall not be deemed to prohibit Units owned by entities other than natural persons from permitting its employees and/or invitees to occupy the Unit.

Section 5. Rules and Regulations. Rules and Regulations concerning the operation and use of the Common Elements may be promulgated, amended and/or repealed by the Board of Directors, provided, that such Rules and Regulations do not adversely affect use of Units owned by the Declarant and are not contrary to or

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inconsistent with the Condominium Act, the Declaration, the Declaration of Covenants and Easements or these Bylaws. Copies of the Rules and Regulations shall be furnished by the Board of Directors to each Unit Owner prior to the time when the same shall become effective.

Section 6. Utility Charges; User Fees. The cost of utilities serving the Condominium not individually metered or submetered to a Unit shall be Common Expenses allocated pursuant to Article V of these Bylaws. The Board of Directors may impose reasonable administrative fees, whether or not designated as Common Expenses, for the use of Common Elements or personal property of the Unit Owners' Association or services provided by the Unit Owners' Association.

ARTICLE VII

Alienation of Condominium Units

Section 1. No Severance of Ownership. Except to the extent otherwise expressly provided by the Declaration, these Bylaws or the Condominium Act, the undivided interest in the Common Elements or Limited Common Elements allocated to any Unit shall not be altered and any purported transfer, encumbrance or other disposition of such interest without the Unit to which it appertains shall be void.

Section 2. Resales of Units.

(a) Resales of Units by Unit Owners other than the Declarant are governed by law. Section 45-1871 of the Condominium Act requires a Unit Owner other than the Declarant to obtain from the Unit Owners' Association and to furnish to his or her purchaser prior to the contract date of disposition certain financial information and statements concerning the Unit and the Condominium. The failure of the Unit Owners' Association to provide such information and statements in the manner and within the time period provided by the Condominium Act, shall render the contract of purchase enforceable only at the option of the purchaser. All Unit Owners are directed to the Condominium Act, including specifically but without limitation Sections 45-1871 and 45-1853(h) and (i) prior to entering into a contract for the resale of a Unit. The Unit Owners' Association may charge a fee in an amount to be established by the Board of Directors, from time to time, for each statement furnished.

(b) Leases of Units by Unit Owners other than the Declarant are governed by Section 4(c) of Article VI of these Bylaws.

ARTICLE VIIIInsurance, Destruction, Restoration,
Condemnation and Distribution

Section 1. Authority. In recognition of the necessity of a logical and practical common insurance scheme for the Building, the Declaration of Covenants and Easements outlines various insurance requirements for the Building. Those insurance requirements are controlling upon the Condominium and, as provided in these By-Laws, the Board of Directors shall act on behalf of the Unit Owners in complying with those insurance requirements. All insurance premiums paid by the Unit Owners' Association shall be charged as items of Common Expense. Such insurance shall provide for the issuance of certificates of insurance and mortgage endorsements to all first Mortgages of the Units, if requested. Such insurance coverage shall be written on the Condominium and shall, consistent with the provisions of the Declaration of Covenants and Easements, provide for the insurance proceeds covering any loss to be payable to the Depositary provided for in the Declaration of Covenants and Easements as Insurance Trustee for the benefit of each Unit Owner and his Mortgagee according to his Percentage Interest. While the Board of Directors shall provide at least the insurance coverage outlined in this Article VIII, the Board of Directors may obtain such additional coverage as it may deem advisable and appropriate or as may be approved from time to time by the Unit Owners' Association. The minimum insurance coverage provisions contained in this Article VIII shall not be amended except in accordance with the provisions of the Declaration of Covenants and Easements.

Section 2. Building Damage Insurance.

(a) As provided in greater detail in the Declaration of Covenants and Easements, the Building (including all of the Units and the bathroom, laundry and kitchen equipment, fixtures and cabinets, and electrical fixtures located in the Units, together with all air conditioning, heating and other equipment, but not including furniture, furnishings or other personal property supplied or installed by Unit Owners) shall be kept insured against (i) loss or damage by fire, lightning, wind storm, hail, explosion, riot, damage by aircraft, smoke damage and other such risks, casualties, hazards and perils included within the classification "Fire and Extended Coverage" under insurance industry practice in the District of Columbia, and shall insure against vandalism and malicious mischief, sprinkler leakage and other sprinkler damage; and (ii) such additional risks, casualties, hazards and perils included within the classification "All Risks" under insurance industry practice in the District of Columbia, including, to the extent commercially available, coverage for flood, water damage and earthquake and earth movement. Such insurance shall be in an

amount at least equal to one hundred percent (100%) of the full replacement value of the Building at the time the first such policy is issued and each anniversary thereafter, excluding the cost of excavation and of foundations, piers of other supports or property which are below the surface of the lowest level of the Building (the full replacement value of any improvements, exclusive of said cost, is hereinafter referred to as "such full replacement value"). The foregoing insurance shall cover all the improvements of the Condominium except those made by a Unit Owner at his cost and shall contain a "condominium replacement cost" endorsement. In addition, there shall be obtained and maintained in effect "Boiler and Machinery" insurance. The policy or policies effecting the foregoing insurance shall provide for both the owners of the Condominium and the Commercial Parcel Owner being separately and independently insured against the foregoing risks in respect of damage to any and all of the structural members, columns, footings, and foundations in the Building which provide structural support for both the Condominium and the Commercial Section (as defined in the Declaration); provided, however, that the policy or policies effectuating the foregoing requirements of separate and independent insurance shall be by its (their) terms limited (if such limitation is commercially available) to providing such double coverage only in the event of a casualty which, pursuant to the provisions of Article V of the Declaration of Covenants and Easements, properly results in the insurance proceeds not being applied to the rebuilding of the Building. The intention of this double coverage is to ensure that funds will be available to allow the Condominium to be fully rebuilt following a casualty even if the Commercial Section (which, by way of the easements provided for in the Declaration of Covenants and Easements, provides the condominium with structural support) is not rebuilt. In other words, the double insurance will provide funds to replace the support easements which will be lost in the absence of the Commercial Section.

(b) Proceeds of any insurance policies provided for in Section (a) shall, after first paying or making provision for the payment of the expense, if any, of the Depository of the insurance proceeds and of the Board of Directors, be used to repair or restore damage or destruction in accordance with the provisions of Section 9 hereof. After defraying the costs of the repair or restoration, all remaining proceeds shall be payable jointly to the Unit Owners and first Mortgagees, if any, entitled thereto. This Section is for the benefit of all first Mortgagees and may be enforced by any such Mortgagee.

(c) The cost of insurance provided for in Section 2(a) shall be allocated to the Condominium in that proportion which such full replacement value of the Residential Section bears to such full replacement value of the entire Building. If at any time the owner of the Commercial Parcel and the owners of the Condominium do not agree upon the allocation of such full replacement value, then the owner of the Commercial Parcel shall select an appraiser whose is a member in good standing of the American Institute of Real

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Estate Appraisers and such appraiser shall allocate such full replacement value between the Parcels.

Section 3. Liability Insurance. The Condominium and the Unit Owners shall be insured, in conjunction with the Commercial Parcel Owner, against claims for personal injury, death or property damage occurring upon, in or about the Building, or any elevators therein, and on, in or about the adjoining streets, sidewalks and passageways. Statutory Worker's Compensation and Employers' Liability Insurance shall also be maintained. Said insurance shall be in such amounts as from time to time are carried by prudent owners of comparable commercial or comparable residential buildings; provided, however, that in no event shall the liability insurance required hereinabove afford protection to the limit of less than One Million Dollars (\$1,000,000) in respect to any injury or death to a single person, One Million Dollars (\$1,000,000) in respect to property damage and Three Million Dollars (\$3,000,000) in respect to any occurrence, nor shall the Employers' Liability Insurance required hereinabove be in the amount of less than One Million Dollars (\$1,000,000). All liability insurance shall contain cross-liability endorsements to cover liabilities of the Unit Owners' Association, the Board of Directors and each Unit Owner. The cost of insurance provided in this Section 3 shall be equitably allocated between the Condominium and the Commercial Parcel Owner, and if at any time they are unable to agree on the equitable allocation of such cost, then their dispute shall be resolved by the Insurance Coordinator provided for in the Declaration of Covenants and Easements, in which event the Insurance Coordinator shall determine the equitable allocation of such cost.

Section 4. Other Insurance. The Board of Directors shall obtain and maintain:

(a) Directors and officers liability coverage and fidelity bond coverage to protect against wrongful and dishonest acts on the part of the officers, directors, employees and other agents of the Unit Owners' Association, including the Managing Agent, who either handle or are responsible for handling the funds of the Unit Owner's Association. Fidelity bonds shall (i) name the Unit Owners' Association as an obligee; (ii) be written in such amounts as from time to time shall be required by the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association; (iii) contain waivers of any defense based upon the exclusion for persons who serve without compensation from any definition of "employee" or similar expression; and (iv) include provision for ten (10) days' written notice to the Unit Owners' Association and each servicer of any Mortgage owned by the Federal Mortgage Association before the bond can be cancelled or substantially modified;

(b) Such other insurance as the Board of Directors may determine, or as may be requested from time to time by a majority of the votes of the Unit Owners, or as required by the

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Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association or by law.

Section 5. Deductible. The deductible, if any, on any policy covering the Common Elements shall be paid by the Unit Owners' Association and shall be deemed to be a Common Expense.

Section 6. Limitations. In addition to any requirements contained in the Declaration of Covenants and Easements, insurance obtained pursuant to the foregoing requirements of this Article VIII shall be subject to the following provisions:

(a) Each policy shall be written with a company or companies licensed to do business in the District of Columbia.

(b) No insurance coverage obtained and maintained pursuant to the foregoing requirements of this Article VIII shall be brought in contribution with insurance purchased individually by any of the Unit Owners or their mortgagees, as herein permitted by Section 8 hereof, and any "no other insurance" or similar clause in any policy obtained by the Board of Directors pursuant to the requirements of this Article shall exclude such individually purchased policies from its purview.

(c) Each policy shall provide that it may not be cancelled or substantially modified or reduced without at least thirty (30) days' prior written notice to all insured named thereon, including any and all named first Mortgagees.

(d) Each policy of casualty insurance shall provide that, notwithstanding any provision thereof which gives 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 with respect to the Condominium without the prior written approval of the Board of Directors.

(e) Each policy shall contain a waiver of subrogation by the insurers as to any and all claims against the Unit Owners, the Unit Owners' Association, the Board of Directors, the Managing Agent, and their respective agents, and any defenses based upon coinsurance or invalidity arising from the acts of the insured.

(f) Each policy shall contain provisions (i) that its coverage shall not be prejudiced by any act or neglect of any occupants or Unit Owners of the Condominium when such act or neglect is not within the control of the insured, or Unit Owners collectively; and (ii) that it shall not be prejudiced by failure of the insured, or Unit Owners collectively, to comply with any warranty or condition with regard to any portion of the Condominium over which the insured, or Unit Owners collectively, have no control.

(g) All policies of insurance obtained by the Board of Directors shall be written by companies with a financial rating of

A or better under Best's Rating Guide (or any comparable rating under a revised rating guide).

Section 7. Notice of Insurance Coverage. The Board of Directors shall promptly furnish to each Unit Owner written notice of the procurement, subsequent changes, or termination of each insurance policy obtained on behalf of the Unit Owners' Association.

Section 8. Individual Policies. Each Unit Owner or any Mortgagee may obtain, at his or her 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 in Section 5(e) hereof. It is recommended that each Unit Owner obtain, in addition to the insurance hereinabove provided to be obtained by the Unit Owners' 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. Such policy should include a "condominium unit owner's endorsement" covering losses to improvements and betterments to the Unit made or acquired at the expense of the Unit Owner. No Unit Owner shall maintain insurance coverage which will tend to decrease the amount which the Unit Owner's 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 a copy of each individual policy of insurance purchased by the Unit Owner within thirty (30) days after its purchase. In addition, the Board of Directors may require that each Unit Owner shall notify the Board of all improvements made by him to his Unit having a value in excess of One Thousand Dollars (\$1,000.00).

Section 9. Reconstruction.

(a) Consistent with the provisions of the Declaration of Covenants and Easements, if any part of the Condominium shall be damaged by casualty, then except as specifically provided hereinbelow, the Condominium shall be fully reconstructed or repaired.

(b) In the event any reconstruction or repair following a casualty cannot be carried out in compliance with law, and a variance, special permit or exception or change in law allowing the Building to be fully rebuilt cannot be obtained, or can be obtained but (i) requires diminishing the floor area of the Condominium by more than twenty-five percent (25%) and (ii) it is not economically viable to operate the Condominium with its floor area so reduced without substantially changing the character or nature of the Condominium, then, upon the affirmative vote of Unit Owners representing at least eighty percent (80%) of the total Percentage Interest in the Condominium, the Condominium need not be repaired

and restored in accordance with subparagraph (a) above. In that event the Condominium shall be deemed to be owned in common by the Unit Owners.

(c) The Declaration of Covenants and Easements provides that the Structure need not be rebuilt following destruction by fire or other casualty, occurring after the January 1, 2089, of seventy-five percent (75%) of the floor area thereof, provided that either the Commercial Parcel Owner or the East Residential Parcel Owner gives to the other written notice stating that it does not desire the Building to be rebuilt. Accordingly, upon the affirmative vote of Unit Owners representing at least eighty percent (80%) of the total Percentage Interest in the Condominium following such a destruction, notice may be sent to the Commercial Parcel Owner as aforesaid, and the Condominium shall not be repaired and restored. In that event, the Condominium shall be deemed to be owned in common by the Unit Owners.

Section 10. Condemnation. A taking by eminent domain of any portion of the Condominium shall be treated as follows:

(a) A taking of any or all of the General or Limited Common Elements shall require the reconstruction or repair of said General or Limited Common Elements. All compensation arising out of any such taking or condemnation shall, pursuant to the terms of the Declaration of Covenants and Easements, be paid to the Depositary provided for in the Declaration of Covenants and Easements, and shall be applied first for the purpose stated in the immediately preceding sentence. All available proceeds after application of this Section 10(a) shall be payable jointly to the Unit Owner(s) and their respective first Mortgagee(s), if any, entitled thereto.

(b) A taking or condemnation of some or all of any Unit shall result in the reconstruction or repair of said Unit, and all compensation arising out of any such taking or condemnation shall be applied first for this purpose. All available proceeds after application of this Section 10(a) shall be payable to the Unit Owner(s) entitled thereto in amounts as determined by a court of competent jurisdiction, as provided in Section 45-1806(b) of the Condominium Act.

(c) Notwithstanding the provisions of Sections 10(a) and (b), and subject to the provisions of the succeeding sentences of this Section 10(c), if twenty-five percent (25%) or more of the Condominium is taken and, as a result of such taking, it is not feasible to reconstruct or repair the Condominium so that it can be operated on an economically viable basis, then, upon the affirmative vote of Unit Owners representing at least eighty percent (80%) of the total Percentage Interest in the Condominium, such reconstruction and repair shall not be performed. In that event, the Condominium shall be deemed to be owned in common by the Unit Owners.

Section 11. Assessments if Insurance is Inadequate. Immediately after a casualty causing damage to property for which the Board of Directors has the responsibility of maintenance and repair, the Board shall obtain detailed estimates from an independent construction cost estimating firm of the cost of putting the damaged property in as good a condition as it was before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires or as may otherwise be required. If the proceeds of insurance are not sufficient to defray such estimated costs, a special assessment shall be made against each Unit Owner in proportion to his or her Percentage Interest 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 the payment of the costs thereof are insufficient, assessments shall be made against each of the Unit Owners in proportion to his or her Percentage Interest in sufficient amounts to provide funds for the payment of such costs.

ARTICLE IX

Mortgagees

Section 1. Notices. Whenever so requested in writing by a Mortgagee, the Board of Directors promptly shall report to such Mortgagee

(i) any sixty (60) day delinquency in the payment of assessments due from the Unit Owner of the mortgaged Condominium Unit or in any other obligation of such Unit Owner under the Declaration or these Bylaws, and

(ii) any material damage to either such Unit or to the Condominium, and of any condemnation or similar proceeding which may affect the Mortgagee, and

(iii) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, and

(iv) any proposed action that requires the consent of a specified percentage of Eligible Mortgagees under paragraph 14(b) of the Declaration.

Section 2. Representation at Association Meetings. All Mortgagees or their representatives shall be entitled to attend meetings of the Unit Owners' Association and shall have the right to speak thereat.

ARTICLE X

Compliance and Default

Section 1. Unit Owners Subject to Condominium Act, Declaration, Bylaws and Rules and Regulations. All Unit Owners shall be governed by and shall comply with the provisions of the Condominium Act, the Declaration, these Bylaws, the Rules and Regulations, and the Declaration of Covenants and Easements as any of the same may be amended from time to time. In addition to the remedies provided by the Condominium Act, a default by a Unit Owner shall entitle the Unit Owners' Association, the Board of Directors on behalf of the Unit Owners' Association or an aggrieved Unit Owner to the relief as provided in this Section.

Section 2. Legal Proceedings. Failure to comply with any of the terms of the Declaration, Bylaws, Declaration of Covenants and Easements, and the Rules and Regulations shall be grounds for relief, including without limitation, 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 any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Unit Owners' Association, the Board of Directors, the Managing Agent or, if appropriate, by any aggrieved Unit Owner and shall not constitute an election of remedies.

Section 3. Costs and Attorneys' Fees. In any proceeding arising out of any alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorneys' fees as may be determined by the court and under applicable law.

Section 4. No Waiver of Rights. The failure of the Unit Owners' Association, the Board of Directors or a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Act, the Declaration, these Bylaws, the Declaration of Covenants and Easements, or the Rules and Regulations shall not constitute a waiver of the right of the Unit Owners' Association or such Unit Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Unit Owners' Association or to any Unit Owner pursuant to any term, provision, covenant or condition of the Condominium Act, the Declaration, these Bylaws, the Declaration of Covenants and Easements, or the 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 rights as may be granted to such party by the Condominium Act, the Declaration, these Bylaws, the Declaration of Covenants and Easements, or the Rules and

Regulations, or at law or in equity. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosure or waiving the lien securing the same, and foreclosure shall be maintainable notwithstanding the pendency of any suit to recover a money judgment.

Section 5. Abatement and Enjoinment of Violations by Unit Owners. The violation of any Rule or Regulation adopted by the Board of Directors, or any breach of these Bylaws or the breach of any provision of the Condominium Act or the Declaration shall give the Unit Owners' Association 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 constitutes such violation and the Board of Directors shall not thereby be deemed guilty in any manner of trespass, provided, however, that before any construction may be altered or demolished (except in emergency) judicial proceedings shall be instituted, or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, as provided by law.

Section 6. Charges. The Board of Directors may levy reasonable charges against Unit Owners for violations of the Condominium Act, the Declaration, Bylaws, Declaration of Covenants and Easements or the Rules and Regulations by the Unit Owner, the members of such Unit Owner's family, or such Unit Owner's guests, invitees, tenants, agents or employees. No charge may be levied for a single violation in an amount more than one percent of such Unit Owner's annual assessment. Each day a violation continues, after notice is given to the Unit Owner, is a separate violation. If a Unit Owner requests in writing a hearing before the charge is imposed, the imposition of the charge shall be suspended until the hearing is held. Charges are special assessments and shall be collected as such.

Section 7. Additional Liability. Each Unit Owner shall be liable to the Unit Owners' Association or to any affected Unit Owner for the expense of all maintenance, repair or replacement rendered necessary by such Unit Owner's act, neglect or carelessness or the act, neglect or carelessness of any member of such Unit Owner's family or such Unit Owner's guests, invitees, tenants, agents or employees, 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 casualty 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 any insurance company of its rights of subrogation. Any costs, including without limitation legal fees, incurred as a result of a failure to comply with the Condominium Act, the Declaration, Bylaws, Declaration of Covenants and Easements and the Rules and Regulations by a Unit Owner (or any member of such Unit Owner's

6 3 4 0 0 0 0 2 3 3

family or such Unit Owner's guests, invitees, tenants, agents or employees) may be assessed against such Unit Owner's Unit.

ARTICLE XI

Miscellaneous

Section 1. Amendments. These Bylaws may be amended by the agreement of Owners of Units to which at least sixty-seven percent (67%) of the votes in the Unit Owners' Association appertain and in the manner provided by Section 45-1837 of the Condominium Act, except as otherwise provided in the Condominium Act. No such amendment shall be effective until recorded among the Land Records of the District of Columbia. No amendment of these Bylaws may be adopted which shall be inconsistent with the provisions of the Condominium Act, the Declaration or the Declaration of Covenants and Easements. An amendment once adopted and recorded as provided for herein shall then constitute part of the official Bylaws of the Condominium, and all Unit Owners shall be bound to abide by such modification or amendment. Anything herein to the contrary notwithstanding, and subject to any limitations imposed by the Condominium Act (with specific reference to Section 45-1842(a) thereof), and except as required to comply with the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, or any other governmental or quasi-governmental agency insuring or involved in the making or purchasing of Mortgages of any Unit,

(i) so long as the Declarant is the only Unit Owner, the Declarant may amend these Bylaws without the consent or approval of any party;

(ii) so long as the Declarant shall be the Unit Owner of Units representing more than twenty-five percent (25%) of the Percentage Interests in the Unit Owners' Association, Sections 2 and 9 of Article II, Sections 1 and 2 of Article III of these Bylaws shall not be amended without the consent in writing of the Declarant;

(iii) so long as the Declarant owns one or more Units, no amendment to these Bylaws or the Rules and Regulations shall be adopted that could unreasonably interfere with the sale, lease or other disposition by the Declarant of Unit(s) in the Condominium or that could abridge, modify, eliminate or otherwise affect any right, power, easement, privilege or benefit reserved to the Declarant hereunder or which would impose any discriminatory charge or fee against the Declarant; and

(iv) no amendment to these Bylaws shall be adopted that could abridge, modify, eliminate or otherwise affect any privilege granted or reserved by the provisions of these Bylaws to Mortgagees.

0 3 4 5 6 7 8 9 0 1 2 3 4

Section 2. Availability of Condominium Documentation. The Board of Directors shall designate the Secretary of the Association or the Managing Agent to maintain copies of the Declaration, the Declaration of Covenants and Easements, these Bylaws and the Rules and Regulations, as they may be amended from time to time. All such documents shall be available for inspection by the Unit Owners, any Mortgage and any governmental or quasi-governmental agency insuring or guaranteeing or involved in the making or purchasing of Mortgages, during normal business hours and upon reasonable notice.

Section 3. Notices. Except as otherwise provided in these Bylaws, all notices, demands, bills, statements or other communications required or permitted under these Bylaws shall be in writing and shall be deemed to have been duly given if sent by United States mail, return receipt requested, first-class postage prepaid, or personally delivered, provided a receipt of acceptance of notice shall be obtained from the Unit Owner to whom notice shall be so sent, or otherwise as the Condominium Act may require or permit, (i) if to a Unit Owner, at the address that the Unit Owner shall designate in writing and file with the Secretary, or if no such address is designated, at the address of the Unit of such Unit Owner, or (ii) if to the Unit Owners' Association, the Board of Directors or the Managing Agent, at the principal office of the Managing Agent or at such other address as shall be designated by notice in writing to the Unit Owners pursuant to this Section. If a Unit is owned by more than one person, each person who so designates an address in writing to the Secretary shall be entitled to receive all notices hereunder.

Section 4. Invalidity. The invalidity of any portion of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

Section 5. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision hereof.

IN WITNESS WHEREOF, the Declarant has caused these Bylaws to be executed on its behalf as of the date first written above by Market Square Associates, its general partner, and said Market Square Associates has caused these Bylaws to be executed on its behalf by (1) Crow-Pennsylvania Avenue Limited Partnership, its general partner, and said Crow-Pennsylvania Avenue Limited Partnership has caused this Bylaws to be executed on its behalf by Crow-Washington CBD Development Corporation, its general partner, and said Crow-Washington CBD Development Corporation has caused these Bylaws to be signed on its behalf by T. Christopher Roth, its Vice President, and attested to by Robert L. Chagares, its Assistant Secretary, and its corporate seal to be hereunto affixed, and does hereby appoint T. Christopher Roth as its attorney-in-fact to execute, acknowledge and deliver these Bylaws as the act and deed of the Declarant and (2) Market Square Development Investors,

its general partner, and said Market Square Development Investors has caused these Bylaws to be executed on its behalf by DIHC Market Square, Inc., its general partner, and said DIHC Market Square, Inc. has caused these Bylaws to be signed by JAN KOEMAN, its PRESIDENT, and attested to by MELISSA CARTER, its SECRETARY, and appoint JAN KOEMAN as its attorney-in-fact to execute, acknowledge and deliver these Bylaws as the act and deed of the Declarant.

AVENUE ASSOCIATES LIMITED PARTNERSHIP, a District of Columbia limited partnership

By: Market Square Associates, a District of Columbia general partnership

By: Crow-Pennsylvania Avenue Limited Partnership, a Texas limited partnership

By: Crow-Washington CBD Development Corporation, a Texas corporation

ATTEST:

By: *Robert L. Chagres*
Robert L. Chagres
Assistant Secretary

By: *T. Christopher Roth*
T. Christopher Roth
Vice President

[CORPORATE SEAL]

By: Market Square Development Investors, a District of Columbia general partnership

ATTEST:

By: *Melissa W. Carter*
MELISSA CARTER, Secretary

By: DIHC Market Square, Inc., a Georgia corporation

By: *J. Koeman*
JAN KOEMAN, President

[CORPORATE SEAL]

DISTRICT OF COLUMBIA, ss:

I, *Leslie O. Preer*, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that T. Christopher Roth, who is named as attorney-in-fact for Crow-Washington CBD Development Corporation, corporate grantor in the foregoing and annexed Bylaws bearing the date of NOVEMBER 5, 1991,

personally appeared before me in the aforesaid jurisdiction, the said T. Christopher Roth being personally well known to me as the person named as attorney-in-fact in said Bylaws for the said Crow-Washington CBD Development Corporation and acknowledged said Bylaws to be the act and deed of Crow-Washington CBD Development Corporation, general partner of Crow-Pennsylvania Avenue Limited Partnership, general partner of Market Square Associates, general partner of the foregoing Declarant, and that he delivered the same as such.

GIVEN under my hand and official seal this 5th day of November, 1991.

Leslie Greer [SEAL]
Notary Public

MY COMMISSION EXPIRES

My commission expires July 31, 1995.

STATE OF GEORGIA)
) ss:
COUNTY OF COBB)

I, Nancy A. Turner, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that JAN KOEMAN, who is named as attorney-in-fact for DIHC Market Square, Inc., corporate grantor in the foregoing and annexed Bylaws bearing date of NOVEMBER 5, 1991, personally appeared before me in the aforesaid jurisdiction, the said JAN KOEMAN being personally well known to me as the person named as attorney-in-fact in said Bylaws for the said DIHC Market Square, Inc. and acknowledged said Bylaws to be the act and deed of DIHC Market Square, Inc., general partner of Market Square Development Investors, general partner of Market Square Associates, general partner of the foregoing Declarant, and that he delivered the same as such.

GIVEN under my hand and official seal this 22nd day of November, 1991.

Nancy A. Turner [SEAL]
Notary Public

Notary Public, Cobb County, Georgia
My Commission Expires April 4, 1992

My commission expires: _____

The undersigned being the beneficiary and trustee under a Deed of Trust and Security Agreement dated July 15, 1987 and recorded on July 17, 1987 as Instrument No. 38127 among the Land Records of the District of Columbia as spread to the property by Spreader Agreement to Deed of Trust and Security Agreement and Assignment of Lessor's Interest in Leases dated June 13, 1988 and recorded June 24, 1988 as Instrument No. 34236, as amended by First Amendment to Deed of Trust recorded October 18, 1988 as Instrument No. 57570, as amended by Second Amendment to Deed of Trust recorded May 23, 1989 as Instrument No. 28528, as amended by Third Amendment to Deed of Trust recorded November 29, 1989 as Instrument No. 66305, hereby execute these Bylaws for the purpose of consenting thereto and subjecting the lien of the Deed of Trust as amended thereto.

IN WITNESS WHEREOF, DIHC Finance Corporation has caused its name to be signed by ROBERT T. SORRENTINO its VICE PRESIDENT and its corporate seal to be hereunto affixed, attested by MELISSA CARTER its SECRETARY and has appointed and does hereby appoint said ROBERT T. SORRENTINO its attorney-in-fact to execute, acknowledge and deliver these presents in its behalf of the 22nd day of NOVEMBER, 1991 and the trustee has executed this instrument the 26th day of NOVEMBER, 1991.

ATTEST:

DIHC FINANCE CORPORATION

Melissa W. Carter
MELISSA CARTER

By: [Signature]
ROBERT T. SORRENTINO VICE PRESIDENT
[Signature] Trustee
Michael J. Shea, Trustee

STATE OF Georgia)
COUNTY OF Cobb) ss:

I, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that ROBERT T. SORRENTINO who is named as attorney-in-fact for DIHC Finance Corporation, party in the foregoing attached instrument bearing date on the 5th day of NOVEMBER, 1991 personally appeared before me in said jurisdiction, the said ROBERT T. SORRENTINO being personally well known to me as the person named as attorney-in-fact in said instrument for DIHC Finance Corporation and acknowledged said instrument to be the act and deed of said corporation and that he delivered the same as such.

GIVEN under my hand and official seal this 22nd day of November, 1991.

Nancy A. Turner
Notary Public

Notary Public, Cobb County, Georgia
My Commission Expires April 4, 1992

My commission expires:

DISTRICT OF COLUMBIA, ss:

I, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Michael J. Shea, Trustee, party to a certain instrument bearing date on the 30th day of November, 1991 and hereunto annexed, personally appeared before me in said jurisdiction, the said Michael J. Shea being personally well known to me as the person who executed the said instrument and acknowledged the same to be his act and deed.

GIVEN under my hand and official seal this 26th day of November, 1991.

Gloria T. Hinkle
Notary Public

GLORIA T. HINKLE
DISTRICT OF COLUMBIA
DATE OF EXP: 11-30-94

My commission expires:

EXHIBIT A

The Residences at Market Square East, a Condominium
(Washington, District of Columbia)

Legal Description



REVISED

December 4, 1990

Description of
The Residences at Market Square East,
A Condominium
701 Pennsylvania Avenue, N.W.
Part of Lot 20, Square 408
Washington, D.C.

Part One: Residential Condominium Units

Being part of Lot 20, Square 408 as recorded in Subdivision Book 182 at Page 128 in the Office of the Surveyor of the District of Columbia.

Beginning for the same at a point on the Due East, 498.67 foot (record) line of Lot 20, Square 408, the same being the southerly line of "D" Street, N.W., said point being 283.66 feet easterly of the westerly end thereof; thence running with the southerly line of "D" Street, N.W. and the Due East, 498.67 foot (record) line of Lot 20, Square 408

- 1) Due East, 215.01 feet to a point marking the intersection of "D" Street, N.W. and 7th Street, N.W.; thence running with 7th Street, N.W., the same being the Due South, 233.75 foot line of Lot 20, Square 408
- 2) Due South, 215.49 feet to a point; thence departing said line and running so as to cross and include a portion of the aforesaid Lot 20, Square 408, the following eight (8) courses and distances.
- 3) South $89^{\circ}39'47''$ West, 78.78 feet to a point; thence
- 4) South $00^{\circ}20'13''$ East, 8.18 feet to a point; thence
- 5) South $89^{\circ}39'47''$ West, 53.00 feet to a point; thence
- 6) North $00^{\circ}20'13''$ West, 8.50 feet to a point; thence
- 7) 143.53 feet along the arc of a curve to the left having a radius of 120.00 feet and a chord bearing and distance of North $34^{\circ}35'44''$ West, 135.12 feet to a point; thence

- 8) North $02^{\circ}46'43''$ West, 8.03 feet to a point; thence
- 9) South $87^{\circ}13'17''$ West, 1.43 feet to a point; thence
- 10) North $02^{\circ}46'43''$ West, 96.88 feet to the point of beginning containing 39,676.39 square feet or 0.91084 of an acre of land.

The lower limit of the aforesaid parcel to be at elevation 112.29 feet (+ or -) above United States Coast and Geodetic Survey mean sea level, 1929 General Adjustment.



VIKA INCORPORATED
8200 GREENSBORO DRIVE
SUITE 400
MCLEAN, VIRGINIA 22102

703-442-7800

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Part Two: Common Elements on Level P-2

Being part of Lot 20, Square 408 as recorded in Subdivision Book 182 at Page 128 in the Office of the Surveyor of the District of Columbia.

Beginning for the same at a point lying within the aforesaid Lot 20, Square 408. Said point being the following two (2) courses and distances from a point marking the Northeast corner of the said Lot 20, Square 408 thence; running with the southerly line of "D" Street, N.W., 1) Due West, 115.25 feet to a point; thence departing "D" Street, N.W. and running through a portion of the said Lot 20, Square 408, 2) Due South, 42.85 feet to the point of beginning; thence running so as to cross and include a portion of the aforesaid Lot 20, Square 408 the following four (4) courses and distances

- 1) Due South, 18.70 feet to a point; thence
- 2) Due West, 11.25 feet to a point; thence
- 3) Due North, 18.70 feet to a point; thence
- 4) Due East, 11.25 feet to the point of beginning containing 210.38 square feet or 0.00483 of an acre of land.

The lower limit of the aforesaid parcel to be at elevation -14.00 feet (+ or -), the upper limit of the aforesaid parcel to be at elevation -5.00 feet (+ or -) based on District of Columbia Department of Transportation Benchmark on the southwest corner of first granite step, southeast entrance to Federal Trade Commission, Constitution Avenue, N.W., between 6th and 7th Streets, N.W., D.C. D.O.T. Elevation = 9.17.



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Part Three: Common Elements on Level P-1

Being part of Lot 20, Square 408 as recorded in Subdivision Book 182 at Page 128 in the Office of the Surveyor of the District of Columbia.

Beginning for the same at a point lying within the aforesaid Lot 20, Square 408. Said point being the following two (2) courses and distances from a point marking the Northeast corner of the said Lot 20, Square 408 thence; running with the southerly line of "D" Street, N.W., 1) Due West, 116.00 feet to a point; thence departing "D" Street, N.W. and running through a portion of the said Lot 20, Square 408, 2) Due South, 52.00 feet to the point of beginning; thence running so as to cross and include a portion of the aforesaid Lot 20, Square 408 the following four (4) courses and distances

- 1) Due South, 9.40 feet to a point; thence
- 2) Due West, 18.50 feet to a point; thence
- 3) Due North, 9.40 feet to a point; thence
- 4) Due East, 18.50 feet to the point of beginning containing 173.90 square feet or 0.00399 of an acre of land.

The lower limit of the aforesaid parcel to be at elevation -5.00 feet (+ or -), the upper limit of the aforesaid parcel to be at elevation 4.00 feet (+ or -) based on District of Columbia Department of Transportation Benchmark on the southwest corner of first granite step, southeast entrance to Federal Trade Commission, Constitution Avenue, N.W., between 6th and 7th Streets, N.W., D.C. D.O.T. Elevation = 9.17.



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Part Four: Common Elements on Concourse Level

Being part of Lot 20, Square 408 as recorded in Subdivision Book 182 at Page 128 in the Office of the Surveyor of the District of Columbia.

Beginning for the same at a point lying within the aforesaid Lot 20, Square 408. Said point being the following two (2) courses and distances from a point marking the Northeast corner of the said Lot 20, Square 408 thence; running with the southerly line of "D" Street, N.W., 1) Due West, 116.00 feet to a point; thence departing "D" Street, N.W. and running through a portion of the said Lot 20, Square 408, 2) Due South, 62.00 feet to the point of beginning; thence running so as to cross and include a portion of the aforesaid Lot 20, Square 408 the following six (6) courses and distances

- 1) Due South, 21.00 feet to a point; thence
- 2) Due West, 9.00 feet to a point; thence
- 3) Due North, 30.00 feet to a point; thence
- 4) Due East, 7.00 feet to a point; thence
- 5) Due North, 9.00 feet to a point; thence
- 6) Due East, 3.00 feet to the point of beginning containing 273.00 square feet or 0.00627 of an acre of land.

The lower limit of the aforesaid parcel to be at elevation 4.00 feet (+ or -), the upper limit of the aforesaid parcel to be at elevation 16.48 feet (+ or -) based on District of Columbia Department of Transportation Benchmark on the southwest corner of first granite step, southeast entrance to Federal Trade Commission, Constitution Avenue, N.W., between 6th and 7th Streets, N.W., D.C. D.O.T. Elevation = 9.17.



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Part Five: Common Elements on Plaza Level

Being part of Lot 20, Square 408 as recorded in Subdivision Book 182 at Page 128 in the Office of the Surveyor of the District of Columbia.

Beginning for the same at a point lying within the aforesaid Lot 20, Square 408. Said point being the following two (2) courses and distances from a point marking the Northeast corner of the said Lot 20, Square 408 thence; running with the southerly line of "D" Street, N.W., 1) Due West, 108.00 feet to a point; thence departing "D" Street, N.W. and running through a portion of the said Lot 20, Square 408, 2) Due South, 83.00 feet to the point of beginning; thence running so as to cross and include a portion of the aforesaid Lot 20, Square 408 the following eighteen (18) and distances

- 1) Due South, 13.60 feet to a point; thence
- 2) Due West, 33.00 feet to a point; thence
- 3) Due North, 14.35 feet to a point; thence
- 4) Due West, 5.10 feet to a point; thence
- 5) Due North, 6.10 feet to a point; thence
- 6) Due West, 5.90 feet to a point; thence
- 7) Due North, 17.40 feet to a point; thence
- 8) Due West, 3.60 feet to a point; thence
- 9) Due North, 3.80 feet to a point; thence
- 10) Due West, 41.00 feet to a point; thence
- 11) Due North, 12.70 feet to a point; thence
- 12) Due East, 68.00 feet to a point; thence
- 13) Due South, 10.80 feet to a point; thence
- 14) Due West, 6.50 feet to a point; thence
- 15) Due South, 10.65 feet to a point; thence
- 16) Due East, 3.00 feet to a point; thence
- 17) Due South, 19.30 feet to a point; thence
- 18) Due East, 9.60 feet to the point of beginning containing 2235.71 square feet or 0.05132 of an acre of land.

The lower limit of the aforesaid parcel to be at elevation 16.48 feet (+ or -), the upper limit of the aforesaid parcel to be at elevation 28.95 feet (+ or -) based on District of Columbia Department of Transportation Benchmark on the southwest corner of first granite step, southeast entrance to Federal Trade Commission, Constitution Avenue, N.W., between 6th and 7th Streets, N.W., D.C. D.O.T. Elevation = 9.17.



Saving and Excepting:

Being part of Lot 20, Square 408 as recorded in Subdivision Book 182 at Page 128 in the Office of the Surveyor of the District of Columbia.

The same also being shown on drawing No. A-2.12, titled "Level 10 (R-1) East Building" on plans prepared by Morris Architects, Columbia Square, Suite 1210 East, 555 Thirteenth Street, N.W., Washington, D.C. (202)737-1180, labelled as "Elevator Machine Room, Elev. No. 1E, Elev. No. 2E, Elev. No. 3E, Elev. No. 4E and Elev. No. 5E". The same being labelled as "Not Included" on Sheet 18 of 21 of the "Plan of Condominium Subdivision, The Residences at Market Square East, a Condominium" prepared by VIKA, Inc., 8200 Greensboro Drive, Suite 400, McLean, Virginia 22102, (703)442-7800, being more particularly described as follows:

Beginning for the same at a point lying within the aforesaid Lot 20, Square 408. Said point being the following two (2) courses and distances from a point marking the Northeast corner of the said Lot 20, Square 408 thence; running with the southerly line of "D" Street, N.W., 1) Due West, 64.75 feet to a point; thence departing "D" Street, N.W. and running through a portion of the said Lot 20, Square 408, 2) Due South, 62.87 feet to the point of beginning; thence running so as to cross and include a portion of the aforesaid Lot 20, Square 408 the following six (6) courses and distances

- 1) Due South, 28.00 feet to a point; thence
- 2) Due West, 43.50 feet to a point; thence
- 3) Due North, 18.50 feet to a point; thence
- 4) Due East, 11.50 feet to a point; thence
- 5) Due North, 9.50 feet to a point; thence
- 6) Due East, 32.00 feet to the point of beginning containing 1,108.75 square feet or 0.02545 of an acre of land.

The lower limit of the aforesaid parcel to be at elevation 112.29 feet (+ or -), the upper limit of the aforesaid parcel to be at elevation 120.34 feet (+ or -) based on District of Columbia Department of Transportation Benchmark on the southwest corner of first granite step, southeast entrance to Federal Trade Commission, Constitution Avenue, N.W., between 6th and 7th Streets, N.W., D.C. D.O.T. Elevation = 9.17.

AMENDMENT TO CONDOMINIUM INSTRUMENTS
FOR THE RESIDENCES AT MARKET SQUARE EAST,
A CONDOMINIUM UNIT OWNERS' ASSOCIATION

(Relocating the Boundaries of PH-14 and PH-15)

THIS AMENDMENT is made as of March 8, 2013, by The
Residences at Market Square East, a Condominium Unit Owners' Association ("Association") and
the undersigned Unit Owner.

WITNESSETH THAT:

WHEREAS, on November 22, 1991, the Declarant, Avenue Associates Limited Partnership, a District of Columbia limited partnership, executed a Declaration and Bylaws applicable to The Residences at Market Square East, a Condominium, which were recorded in the Office of the Recorder of Deeds of the District of Columbia, as Instrument Nos. 9100062334 and 9100062335, respectively, on December 11, 1991. The Condominium is located at 701 Pennsylvania Avenue, N.W., Washington, D.C. 20004. The Residences at Market Square East, a Condominium is comprised of all Units and common elements located on Lots 5106 through 5210, Square 0408; and

WHEREAS, under Section 42-1903.01 of the Condominium Act [Chapter 18 of Title 42 of the District of Columbia Code (2001 as amended), District of Columbia Code Section 42-1901.01, et seq.] (hereinafter referred to as the "Act"), the affairs of the Condominium are governed by the Unit Owners' Association, the membership of which is comprised of all Unit Owners at The Residences at Market Square East, a Condominium; and

WHEREAS, Section 9 of the Condominium Declaration sets forth the right of Unit Owners to relocate the boundaries of their units and specifies the method whereby such relocation shall be made; and

WHEREAS, pursuant to Section 42-1902.25 of the Condominium Act, unit boundaries may be relocated if approved in writing by all affected Unit Owners, the Board of Directors and mortgagees if any (not applicable here).

NOW, THEREFORE, pursuant to and in compliance with 42-1902.25 of the Condominium Act and Section 9 of the Declaration, the Board of Directors and the undersigned Unit Owner hereby relocate the boundary between PH-14 (Lot 5201, Square 408) and PH-15 (Lot 5202, Square 408).

1. The relocated boundary is reflected and shown on the attached Exhibit A (Amendment to the Plat and Plans of Condominium Subdivision).

2. PH-14 is being reduced in size from a 534 square foot one bedroom unit to a 435 square foot efficiency.

3. PH-15 is being increased in size from a 501 square foot one bedroom unit to 600 square foot one bedroom unit.

4. The percentage interest in the common elements associated with PH-14 is being reduced from .7 to .6 (exactly .589).

5. The percentage interest in the common elements associated with PH-15 is being increased from .7 to .8 (exactly .8106).

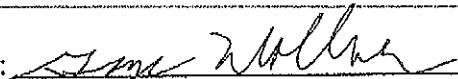
6. The aggregate number of votes associated with the respective units shall be consistent with the revised percentage interests.

7. Units PH-14 and PH-15 are owned by the same owner. The foregoing relocation of the boundary between PH-14 and PH-15 has been made pursuant to the specific request of the owner of both units and has been conveyed between the units pursuant to that request.

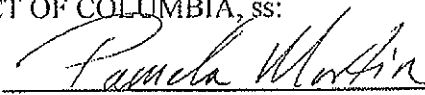
8. Except as modified by this Amendment, all of the terms and provisions of the Condominium Instruments are hereby and expressly ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, The Residences at Market Square East, a Condominium Unit Owners' Association has caused this Amendment to be signed on the date first set forth above by its President, and appoint George Wollner, President, as its attorney-in-fact to acknowledge and deliver this Amendment as the act and deed of the Association.

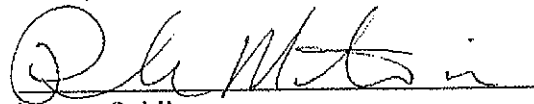
The Residences at Market Square East,
a Condominium Unit Owners' Association

By: 
George Wollner, President

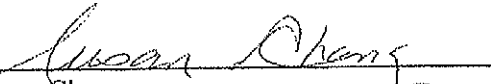
DISTRICT OF COLUMBIA, ss:

I, , a Notary Public in and for the jurisdiction aforesaid, do hereby certify that George Wollner, who is personally well known to me (or satisfactorily proven to me) to be the person who executed the foregoing and annexed Amendment bearing the date of March 5, 2013, as the President of The Residences at Market Square East, a Condominium Unit Owners' Association, personally appeared before me in the aforesaid jurisdiction and acknowledged the same to be the act and deed of The Residences at Market Square East, a Condominium Unit Owners' Association, and delivered the same as such.

Subscribed and sworn before me this 5 day of March, 2013.


Notary Public

My commission expires: 7/1/2013


Susan Chang
2/26/2013

Notarization p 4

Susan Chang
2/26/2013

DISTRICT OF COLUMBIA, ss:

I, Karen Kang, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Susan Chang, who is personally well known to me (or satisfactorily proven to me) to be the person who executed the foregoing and annexed Amendment bearing the date of February 26, 2013, personally appeared before me in the aforesaid jurisdiction and acknowledged the same to be his act and deed and delivered the same as such.

Subscribed and sworn before me this 26th day of February, 2013.

[Signature]
Notary Public

My commission expires: March 27, 2015



Robert Sy Chy
Robert Chang

DISTRICT OF COLUMBIA, ss:

I, Karen Kang, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Robert Chang, who is personally well known to me (or satisfactorily proven to me) to be the person who executed the foregoing and annexed Amendment bearing the date of February 26, 2013, personally appeared before me in the aforesaid jurisdiction and acknowledged the same to be his act and deed and delivered the same as such.

Subscribed and sworn before me this 26th day of February, 2013.

[Signature]
Notary Public

My commission expires: March 27, 2015



LEGAL DESCRIPTION

The Residences at Market Square East, a Condominium in which the subject condominium units reside is located at 701 Pennsylvania Avenue, N.W., Washington, D.C. 20004. The Residences at Market Square East, a Condominium is comprised of all Units and common elements located on Lots 5106 through 5210, Square 0408.

PH-14 is designated on the Records of the Assessor of the District of Columbia for taxation purposes as Lot 5021, Square 408.

PH-15 is designated on the Records of the Assessor of the District of Columbia for taxation purposes as Lot 5022, Square 408.

EXHIBIT A

[Amended Plat & Plan]

AMENDMENT TO THE PLAT AND PLANS OF CONDOMINIUM SUBDIVISION LOT 20 (AFFECTING LOTS 5201 AND 5202 ONLY), SQUARE 408 THE RESIDENCES AT MARKET SQUARE EAST, A CONDOMINIUM 701 PENNSYLVANIA AVENUE, N.W.

CERTIFICATION OF OWNER

IN ACCORDANCE WITH THE CONDOMINIUM ACT OF 1976, DC LAW 1-89, AS AMENDED, THE UNDERSIGNED OWNER OF LOTS 5201 AND 5202 (BEING A PORTION OF LOT 20) IN SQUARE 408 AS RECORDED IN SUBDIVISION BOOK 182 AT PAGE 128 IN THE OFFICE OF THE SURVEYOR OF THE DISTRICT OF COLUMBIA, HEREBY SUBDIVIDES UNITS PH-14 (LOT 5201) AND PH-15 (LOT 5202) IN THE BUILDING SHOWN HEREON INTO TWO RECONFIGURED UNITS PH-14 AND PH-15, WITH CERTAIN GENERAL AND LIMITED COMMON ELEMENTS AS MORE FULLY SET FORTH IN THE AMENDMENT TO CONDOMINIUM DECLARATION OF THE PROJECT RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF THE DISTRICT OF COLUMBIA AS INSTRUMENT NUMBER _____ ON _____

THIS AMENDMENT AMENDS THOSE CERTAIN PLAT AND PLANS OF CONDOMINIUM SUBDIVISION (LOT 20, SQUARE 408) OF THE RESIDENCES AT MARKET SQUARE EAST, A CONDOMINIUM, AS RECORDED IN CONDOMINIUM BOOK 40 AT PAGE 25 IN THE OFFICE OF THE SURVEYOR OF THE DISTRICT OF COLUMBIA. THIS AMENDMENT AFFECTS ONLY UNIT PH-14 (LOT 5201) AND UNIT PH-15 (LOT 5202). THIS AMENDMENT REFLECTS AN ENLARGEMENT OF UNIT PH-15 AND A REDUCTION OF UNIT PH-14 BY COMBINING PORTIONS OF UNIT PH-15 WITH UNIT PH-14. UNIT PH-14 AND UNIT PH-15 CONTINUE IN EXISTENCE AS SHOWN ON SHEET 3. NO UNITS OTHER THAN UNITS PH-14 AND PH-15 ARE AFFECTED BY THIS AMENDMENT.

THE UNDERSIGNED OWNER, TOGETHER WITH THE UNIT OWNERS ASSOCIATION, ACTING BY AND THROUGH ITS BOARD OF DIRECTORS, FURTHER REQUEST THAT THIS AMENDMENT TO THE CONDOMINIUM PROJECT AS SHOWN ON THE ATTACHED PLAT AND PLANS, CONSISTING OF THREE (3) SHEETS, BE ACCEPTED FOR RECORDATION IN THE OFFICE OF THE SURVEYOR OF THE DISTRICT OF COLUMBIA.

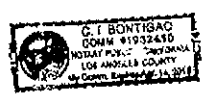
THE UNDERSIGNED OWNER BEING DULY SWORN, CERTIFIES, DEPOSES AND SAYS THAT ROBERT AND SUSAN CHANG ARE THE OWNERS IN FEE SIMPLE OF THE ABOVE-MENTIONED UNITS, INCLUDING IMPROVEMENTS; AND THAT NO OTHER PERSON OR PERSONS OTHER THAN THE UNDERSIGNED HAVE ANY INTEREST OR CLAIM THEREIN, EXCEPT FOR EXISTING TRUSTS, IF ANY, NOTED BELOW; THAT THE UNDERSIGNED IS IN PEACEFUL OCCUPATION THEREOF, THAT THERE ARE NO SUITS OR ACTIONS PENDING AFFECTING THE TITLE TO SAID PROPERTY, INCLUDING THE IMPROVEMENTS; AND THAT THERE ARE NO EXISTING TRUSTS ON SAID UNITS; AND THAT THE INDIVIDUAL UNITS CONFORMS TO APPLICABLE LAWS AND REGULATIONS OF THE DISTRICT OF COLUMBIA.

WITNESS OUR HANDS AND SEALS THIS 03 DAY OF March, 2013.

OWNERS OF UNITS PH-14 AND PH-15

Robert Chang _____
ROBERT CHANG WITNESS
Susan Chang _____
SUSAN CHANG WITNESS

SUBSCRIBED AND SWORN BEFORE ME THIS
03 DAY OF March, 2013.
[Signature]
NOTARY PUBLIC
(MY COMMISSION EXPIRES: 04/16/2015)



REGISTERED ENGINEER'S CERTIFICATION:

THE RESIDENCES AT MARKET SQUARE EAST,
A CONDOMINIUM UNIT OWNERS' ASSOCIATION

BY: George Wollner _____
NAME: GEORGE WOLLNER
PRESIDENT WITNESS
[Signature] _____
WITNESS

I HEREBY CERTIFY THAT THE ATTACHED AMENDMENT TO PLAT AND PLANS OF CONDOMINIUM SUBDIVISION ARE CORRECT; THAT THEY REPRESENT A FIELD SURVEY MADE UNDER MY DIRECTION; THAT THE INFORMATION SHOWN ON SUCH AMENDMENT TO PLAT AND PLANS ARE IN CONFORMANCE WITH THE RECORDS OF THE OFFICE OF THE SURVEYOR OF THE DISTRICT OF COLUMBIA, ARE ACCURATE AND COMPLY WITH THE REQUIREMENTS OF D.C. LAW 1-89, AS AMENDED, INCLUDING SECTIONS 42-1902.14(a) AND 42-1902.14(b) OF THE DISTRICT OF COLUMBIA CODE, AND THAT ALL IMPROVEMENTS, INCLUDING THE UNITS AND PORTIONS THEREOF AFFECTED BY THIS AMENDMENT, ARE DEPICTED ON THE ATTACHED AMENDMENT TO PLAT AND PLANS HAVE BEEN SUBSTANTIALLY COMPLETED.

7/30/10
Date

[Signature]
Edmund J. Ignacio
District of Columbia
Professional Engineer No: 905045 - Civil

SUBSCRIBED AND SWORN BEFORE ME THIS
03 DAY OF March, 2013.
[Signature]
NOTARY PUBLIC
(MY COMMISSION EXPIRES: _____)

OFFICE OF TAX AND REVENUE

Ownership contract recording _____, 2010
to records of this office: _____
General taxes paid to: _____
No unpaid arrears: _____
No unpaid special assessments: _____

I acknowledge that this is not a Tax Certificate of Intended by D.C. Code, Title 47 - Section 405.

Walter Wollner
Owner or Authorized Agent.

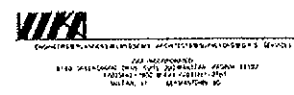
BENCH MARK

SOUTHWEST CORNER OF 1ST GRANITE STEP,
SOUTHEAST ENTRANCE TO FEDERAL TRADE
COMMISSION, CONSTITUTION AVENUE, N.W.
BETWEEN 6TH & 7TH STREETS, N.W.
D.C.D.P.W. = Elev 9.17

OFFICE OF THE SURVEYOR, D.C.

These plat and plans are accepted for recordation in accordance with the Condominium Act of 1976, D.C. Law 1-89, as amended.
_____, 2010
Surveyor, D.C.
Recorded on _____
Recorded in Condominium Book _____ Page _____
Survey recorded on annex plots _____ to _____

ELEVATION:
Per datum of the District of Columbia
Department of Public Works.



RP-647

RP-647

AMENDMENT TO THE PLAT OF CONDOMINIUM SUBDIVISION THE RESIDENCES AT MARKET SQUARE EAST, A CONDOMINIUM LOT 20 SQUARE 408

701 PENNSYLVANIA AVENUE, N.W.
 WASHINGTON, D.C.

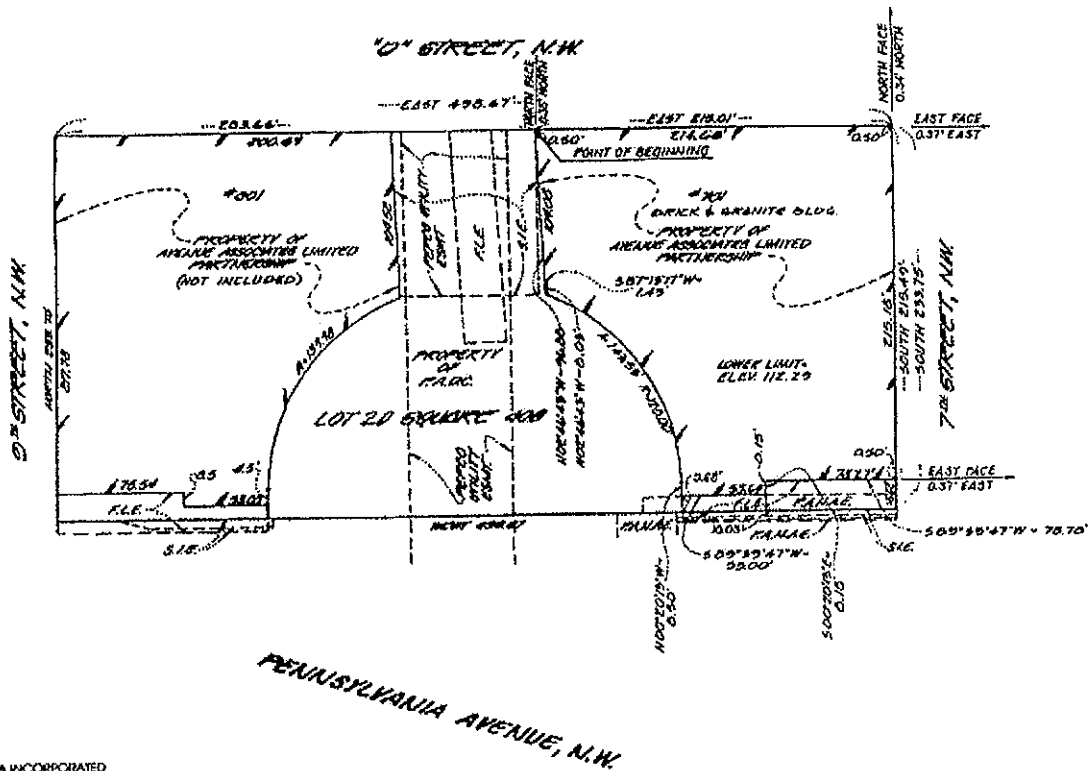
DATE: JULY 30, 2010

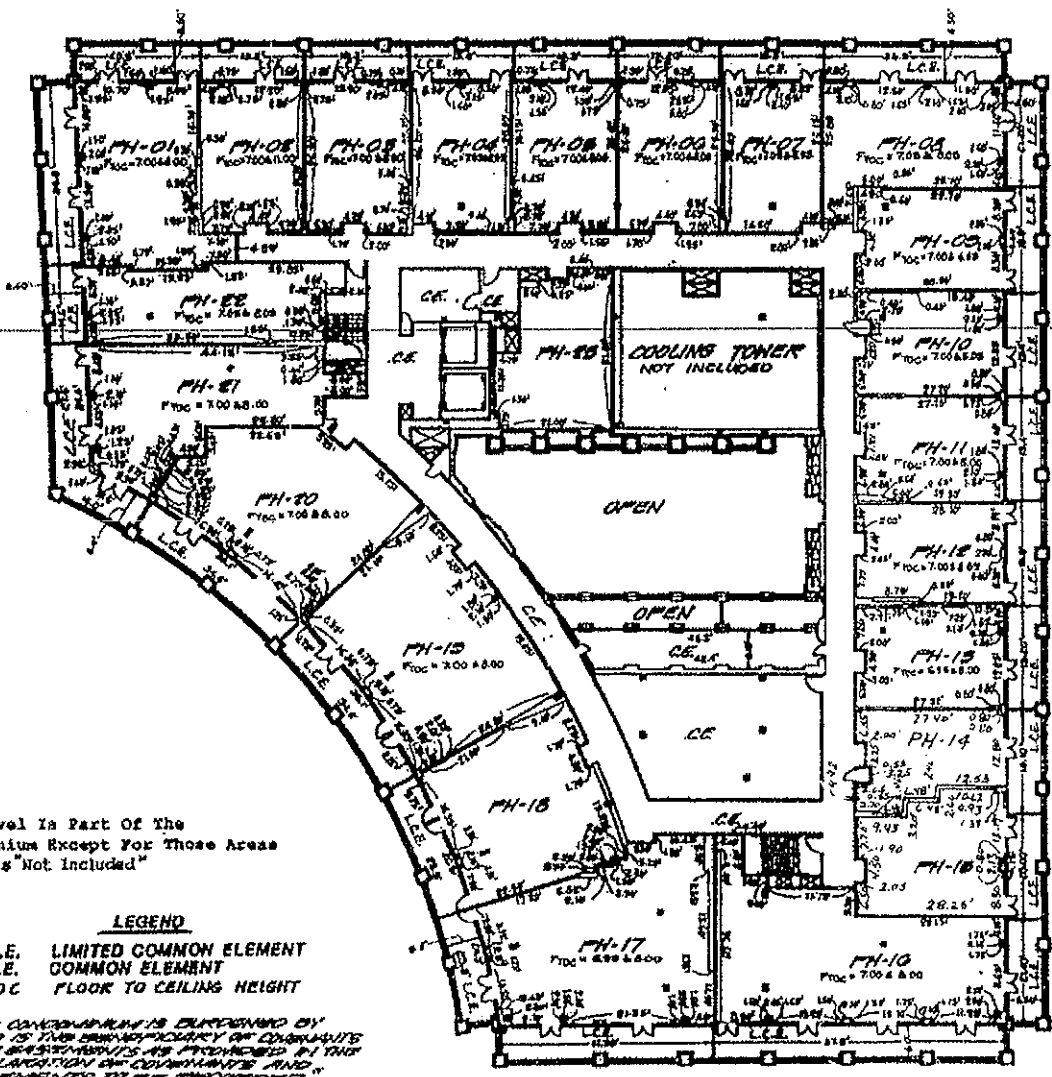
SCALE: 1"=50'

GENERAL NOTES

1. TOTAL AREA OF THE RESIDENCES AT MARKET SQUARE EAST, A CONDOMINIUM, IS 59,676.50 SQUARE FEET.
2. PROPERTY BEING SHOWN IS THE RESIDENCES AT THE D.C. EMPLOYERS' OFFICE ON LOT 20 SQUARE 408 IN GREENSBORO BLOCK NO. 1, PAGE 1 AND 2.
3. ALL DIMENSIONS SHOWN WERE MEASURED FROM INTERIOR FINISHED SURFACES OF FLOORS, CEILINGS AND PARTITION WALLS.
4. WALL CHECK PERFORMED FEBRUARY 14, 1950 BY THE OFFICE OF THE SURVEYOR OF THE DISTRICT OF COLUMBIA.

LEGEND
 P.A.A.E. = PERISTYLE AND ASSIGNABLE NON-EXCLUSIVE ACCESS EASEMENT
 F.L.E. = FIRE LANE EASEMENT
 S.I.E. = SUBROOFSPACE IMPROVEMENT EASEMENT
 D.C. = DISTRICT OF COLUMBIA OFFICE FOUND





NOTE:
 This Level Is Part Of The
 Condominium Except For Those Areas
 Noted As "Not Included"

LEGEND
 L.C.E. LIMITED COMMON ELEMENT
 C.E. COMMON ELEMENT
 F.T.C. FLOOR TO CEILING HEIGHT

NOTE: THIS CONDOMINIUM IS GOVERNED BY
 AND IS THE BINDING FORCE OF COVENANTS
 AND RESTRICTIONS AS PROVIDED IN THE
 DECLARATION OF COVENANTS AND
 AGREEMENTS TO BE INCORPORATED

PENTHOUSE
 FLOOR ELEV. = 150.56
 CEILING ELEV. = 146.61

**AMENDMENT TO THE
 PLAN OF CONDOMINIUM SUBDIVISION
 THE RESIDENCES AT MARKET SQUARE EAST,
 A CONDOMINIUM**
 LOT 30, SQUARE 408
 701 PENNSYLVANIA AVENUE, N.W.
 WASHINGTON, D.C.

VIA INCORPORATED
 6200 GREENBORO DRIVE
 SUITE 400
 MCLEAN, VIRGINIA 22102

703-442-7807

DATE: JULY 30, 2011

SCALE: 1"=16'

AFTER RECORDING, RETURN TO:

Wilbert Washington II, Esquire
Chadwick, Washington, Moriarty, Elmore & Bunn, P.C.
3201 Jermantown Road
Suite 600
Fairfax, VA 22030

Doc# 2013027817

Filed & Recorded

03/08/2013 12:52:02 PM

IDA WILLIAMS

RECORDER OF DEEDS

WASH DC RECORDER OF DEEDS

E-RECORD	\$	25.00
ESURCHARGE	\$	6.50
Total:	\$	31.50

**SECOND AMENDMENT TO THE
BYLAWS OF THE RESIDENCES AT MARKET SQUARE
EAST, A CONDOMINIUM UNIT OWNERS' ASSOCIATION**

THIS SECOND AMENDMENT to the Bylaws of The Residences at Market Square East, a Condominium Unit Owners' Association ("Unit Owners' Association"), was made this 5th day of July, 2016, in the District of Columbia by the members of the Association.

WHEREAS, on November 22, 1991, the Declarant, Avenue Associates Limited Partnership, a District of Columbia limited partnership, executed a Declaration and Bylaws applicable to The Residences at Market Square East, a Condominium, which were recorded in the Office of the Recorder of Deeds of the District of Columbia, as Instrument Nos. 9100062334 and 9100062335, respectively, on December 11, 1991. The First Amendment to the Bylaws was recorded on October 5, 2011 in the Office of the Recorder of Deeds of the District of Columbia as Instrument No. 2011101248. The Condominium is located at 701 Pennsylvania Avenue, N.W., Washington, D.C. 20004. The Residences at Market Square East, a Condominium is comprised of all Units and common elements located on Lots 5106 through 5210, Square 0408; and

WHEREAS, under Section 42-1903.01 of the Condominium Act [Chapter 18 of Title 42 of the District of Columbia Code (2001 as amended), District of Columbia Code Section 42-1901.01, et seq.] (hereinafter referred to as the "Act"), the affairs of the Condominium are governed by the Unit Owners' Association, the membership of which is comprised of all Unit Owners at The Residences at Market Square East, a Condominium; and

WHEREAS, under Article XI of the Bylaws and Section 42-1902.27(b) of the Act, the Bylaws may be amended by the agreement of the Owners of Units to which at least sixty-seven percent (67%) of the votes in the Unit Owners' Association appertain; and

WHEREAS, the Unit Owners' Association wishes to protect the Condominium from exposure to property damage emanating from the Condominium Units by encouraging Unit Owners to take greater care to prevent and avoid casualties that originate within their Units; and

WHEREAS, the Unit Owners' Association also wishes to manage its exposure to insurance costs related to property damage claims consistent with recent changes to the District of Columbia Condominium Act; and

WHEREAS, the owners of Units representing at sixty-seven percent (67%) of the votes in the Unit Owners' Association have approved of this Amendment.

NOW, THEREFORE, in accordance with the Bylaws of the Unit Owners' Association and pursuant to Section 42-1902.27(b) of the Act, Article VI, Section 4 of The Bylaws of The Residences of Market Square East, A Condominium Unit Owners' Association shall be amended by adding the following language to the end of Article VIII, Section 5:

Notwithstanding anything to the contrary herein, if the cause of any damage to or destruction of any portion of the Condominium originates from a Unit, the Owner of the Unit where the cause of the damage or destruction originated shall be responsible for the Association's property insurance deductible in an amount not to exceed \$5,000 or such other amount as allowed under the District of Columbia Condominium Act as amended. The recording of this Amendment shall be deemed to constitute notice to all Unit Owners of this responsibility and all Unit Owners are encouraged to obtain homeowners insurance coverage for this responsibility for the Association's deductible.

Except as amended by this instrument; all other terms and conditions of the Bylaws, as amended, remain in full force and effect.

**CERTIFICATE OF THE PRESIDENT OF
THE RESIDENCES AT MARKET SQUARE EAST,
A CONDOMINIUM UNIT OWNERS' ASSOCIATION**

In accordance with Sections 42-1902.05 and 42-1902.27 of the District of Columbia Condominium Act, District of Columbia Code (2001 Edition) as amended, and in accordance with Article XI of the Bylaws of The Residences at Market Square East, a Condominium Unit Owners' Association, the President hereby certifies that the amendment of the Bylaws to which this Certificate is attached was approved by the Owners of Units to which at least sixty-seven percent (67%) of the votes in the Unit Owners' Association appertain as provided in Article XI of the Bylaws of the Condominium.

The Residences at Market Square East, a Condominium is located at 701 Pennsylvania Avenue, N.W., Washington, D.C. 20004, in the District of Columbia. The original Declaration and Bylaws applicable to The Residences at Market Square East, a Condominium were recorded with the Office of the Recorder of Deeds of the District of Columbia as Instrument Nos. 9100062334 and 9100062335, respectively, on December 11, 1991. The First Amendment to the Bylaws was recorded on October 5, 2011 in the Office of the Recorder of Deeds of the District of Columbia as Instrument No. 2011101248.

The Residences at Market Square East, a Condominium is comprised of all Units and common elements located on Lots 5106 through 5210, Square 0408. This Certificate is recorded

TO WIT:

On this 5 day of July, 2016, before me, the undersigned Notary Public, personally appeared the Secretary of The Residences at Market Square East, a Condominium Unit Owners' Association, Robin Gordon, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.


IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

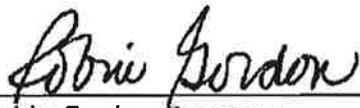

Notary Public

My Commission Expires: 6/1/2018.



for the purpose of conforming to Sections 42-1902.05 and 42-1902.27 of the aforementioned Act and hereby accompanies the Amendment to the Bylaws of The Residences at Market Square East, a Condominium Unit Owners' Association.

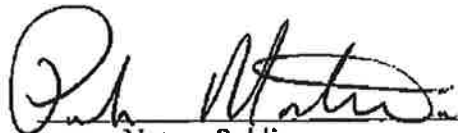
By: 
Hunter Rice, President
The Residences at Market Square East,
a Condominium Unit Owners' Association

Attest: 
Robin Gordon, Secretary
The Residences at Market Square East,
a Condominium Unit Owners' Association

TO WIT:

On this 5 day of July, 2016, before me, the undersigned Notary Public, personally appeared the President of The Residences at Market Square East, a Condominium Unit Owners' Association, Hunter Rice, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public

My Commission Expires: 6/1/2018



Doc #: 2016070915
Filed & Recorded
07/13/2016 10:33 AM
IDA WILLIAMS
RECORDER OF DEEDS
WASH DC RECORDER OF DEEDS
RECORDING FEES \$25.00
SURCHARGE \$6.50
TOTAL: \$31.50

5 5 4 3 0 0 0 0 2 5 7

9100052094

9100052094

DECLARATION

OF

THE RESIDENCES AT MARKET SQUARE EAST, A CONDOMINIUM
Washington, District of Columbia

DECLARATION
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DECLARATION
OF
THE RESIDENCES AT MARKET SQUARE EAST, A CONDOMINIUM

THIS DECLARATION is made as of NOVEMBER 5, 1991 by Avenue Associates Limited Partnership, a District of Columbia limited partnership (the "Declarant"), with its principal office in the District of Columbia located at 1001 Thirtieth Street, N.W., Suite 500, Washington, D.C. 20007.

1. Definitions. The terms used in this Declaration and in the attached Bylaws shall have the following meanings:

(a) "Board of Directors" means the governing body of the Unit Owners' Association.

(b) "Building" means the building erected on the Land/Air Rights and certain adjoining land owned by Declarant as described on the Plat and on the Plans, which includes the Residential Section, which shall be part of the Condominium (as hereinafter defined) and a Commercial Section, which shall not be part of the Condominium.

(c) "Bylaws" means the Bylaws recorded simultaneously with this Declaration and as amended from time to time, which provides for the self-governance of the Condominium.

(d) "Commercial Section" means the four parking levels, the concourse level, the plaza level (excluding the residential lobby) and floors two (2) through nine (9) of the Building. The Commercial Section is not part of the Condominium.

(e) "Common Elements", both "General" and "Limited", means all parts of the Condominium other than the Units, as more fully set forth in the Section of this Declaration captioned "Common Elements".

(f) "Common Expenses" means and includes all sums lawfully assessed against the Unit Owners by the Unit Owners' Association, including without limitation (i) expenses of administration and operation, maintenance, repair or replacement of the Common Elements, including insurance premiums and contributions to such reserves as may be established, (ii) expenses declared Common Expenses pursuant to the provisions of the Condominium Act or this Declaration or the Bylaws, and (iii) expenses declared Common Expenses pursuant to the provisions of the Declaration of Covenants and Easements.

(g) "Condominium Act" means Title 45, Chapter 18, District of Columbia Code (1981 Edition, as amended).

(h) "Condominium Instruments" means the Declaration, Bylaws, Declaration of Covenants and Easements and the Rules and Regulations.

0 0 1 0 0 0 2 0 7

(i) "Condominium Unit" means a Unit together with the Limited Common Elements appurtenant thereto and an undivided interest in the General Common Elements appertaining to that Unit.

(j) "Covenants and Easements" means the easements, rights-of-way, covenants, agreements, restrictions and obligations created under the Declaration of Covenants and Easements for the benefit and at the burden of the Condominium, and the Unit Owners, and the tenants and occupants of Units, and their respective licensees, employees and invitees.

(k) "Declarant" means Avenue Associates Limited Partnership, a District of Columbia limited partnership, its successors and assigns at any time standing in the same relation to the Condominium as their predecessor(s) in interest.

(l) "Declarant Control Period" means the time period commencing on the date hereto through the period ending on the date set forth in Article III, Section 2(d) of the Bylaws.

(m) "Declaration of Covenants and Easements" means the Declaration of Covenants and Easements made by the Declarant, as fee simple owner of the Land/Air Rights and as fee simple owner of certain other property described therein, dated June 3, 1991 and recorded on July 17, 1991 as Instrument numbered 35562 among the Land Records of the District of Columbia.

(n) "Land/Air Rights" means the surface plane of and the air rights appurtenant to the real property owned in fee simple by the Declarant (exclusive of the Building), as described in the legal description attached hereto and made a part hereof as Exhibit A and further described on the Plat.

(o) "Limited Common Expenses" means a Common Expense shared by less than all of the Unit Owners.

(p) "Managing Agent" means any professional managing agent employed to perform duties and services for the Condominium in accordance with the provisions of the Condominium Act, this Declaration and the Bylaws.

(q) "Mortgage" means any recorded first deed of trust or first mortgage for the benefit of an institutional lender encumbering a Condominium Unit.

(r) "Mortgagee" means any person or entity secured under a Mortgage.

(s) "Par Value" means the number of points assigned to each Unit by this Declaration as set forth on Exhibit B attached to and made a part of this Declaration.

3 5 1 0 0 0 0 2 5 7

(t) "Percentage Interest" means the undivided percentage interest of each Unit in the Common Elements as set forth in Exhibit B attached to and made a part of this Declaration, as amended from time to time in accordance with the provisions of the Condominium Act and this Declaration.

(u) "Plans" consist of the plans of the Building and the Residential Section showing the location and boundaries of each Unit, and related matters and any amendments thereto, made, certified and recorded in the Office of the Surveyor of the District of Columbia.

(v) "Plat" means the plat of survey of the Condominium and related matters and any amendments thereto, made, certified and recorded in the Office of the Surveyor of the District of Columbia.

(w) "Residential Section" means that portion of the Building located on the tenth, eleventh, twelfth and thirteenth floors, the residential lobby located on the Plaza Level and the residential elevator lobbies on the P-1 and P-2 levels submitted hereby to a Condominium.

(x) "Rules and Regulations" means the rules and regulations adopted from time to time by the Board of Directors pursuant to the Bylaws.

(y) "Unit" means a unit as defined by the Condominium Act, as separately described as a Unit on the Plat, on the Plans, in the Sections of this Declaration captioned "Residential Section and Units; Percentage Interests" and "Dimensions of Units," and in any amendment to any of the foregoing.

(z) "Unit Owner" means any natural person, corporation, partnership, association, trust or other entity capable of holding title to real property, or any combination thereof, which owns fee simple title to a Condominium Unit, but does not include a mortgagee, as such, unless and until such mortgagee takes title to a Unit by foreclosure or process in lieu thereof.

(aa) "Unit Owners' Association" means all of the Unit Owners acting as a group in accordance with the provisions of the Condominium Act, this Declaration and the Bylaws.

2. Submission to Condominium Regime. The Declarant hereby submits to the provisions of Title 45, Chapter 18 of the District of Columbia Code (1981 Edition, as amended) the Land/Air Rights and the Covenants and Easements, together with the Residential Section (the "Condominium"), in order to create a plan of condominium ownership in such Land/Air Rights, Covenants and Easements and Residential Section. The property is shown on the Plat and Plans recorded with the Office of the Surveyor of the

3 5 4 5 6 5 5 2 5 7

District of Columbia in Condominium Book 40, at
page 25.

3. Name of Condominium. The Condominium is known as
"The Residences at Market Square East, a Condominium".

4. Residential Section and Units; Percentage Interests.
There has been erected on the Land/Air Rights the Residential
Section of the Building containing one hundred five (105) Units and
appurtenant facilities as shown on the Plat and on the Plans. The
location, dimensions and area of the improvements on the Land/Air
Rights are shown on the Plat and the Plans. Attached hereto and
made a part hereof as Exhibit B is a serial list of all Units in
the Condominium, the areas of the Units (determined by reference to
the dimensions shown on the Plans), the Par Value assigned to each
Unit, and the Percentage Interest of each Unit in the Common
Elements determined on the basis of the proportion the Par Value
of each Unit bears to the total Par Value of all Units.

5. Dimensions of Units. Each Unit consists of the
volumes or cubicles of space which are enclosed by the horizontal
(upper and lower) boundaries and vertical (perimetric) boundaries
set forth below:

(a) Horizontal (upper and lower) Boundaries: The
upper and lower boundaries of the Unit are the following boundaries
extended to an intersection with the vertical (perimetric)
boundaries:

(1) Upper Boundary: The horizontal plane of the
bottom surface of the concrete slab of the ceiling except where
there is a dropped ceiling, in which locations the upper boundary
is the horizontal plane which includes the top side of the
wallboard of the dropped ceiling.

(2) Lower Boundary: The horizontal plane of the
top surface of the undecorated concrete floor slab.

(b) Vertical (perimetric) Boundaries: The vertical
boundaries of the Unit are the vertical planes which include the
back surface of the wallboard of all walls bounding the Unit
extended to intersections with each other and with the upper and
lower boundaries.

(c) Included as part of each Unit are: (1) the
interior surface of the front entrance door to the Unit; (2) the
interior surface of all windows in the Unit; (3) interior ceilings
and floor coverings; (4) air-conditioning and heating components
serving only the Unit, whether located within or without the
designated boundaries of such Unit; and (5) subject to the
following sentence, all space, interior partitions and other
fixtures and improvements (including without limitation sinks,
bathtubs and other plumbing facilities, refrigerators, ovens and
other appliances) within the designated boundaries of the Unit. If

any chutes, flues, ducts, conduits, wires, bearing walls or columns, or any other apparatus, lies partially within and partially outside of the designated boundaries of a Unit, any portions thereof serving only that Unit shall be deemed a part of that Unit; any portions thereof serving more than one Unit but less than all Units shall be Limited Common Elements appurtenant to said Units; and any portions thereof serving all Units or any portion of the Common Elements shall be deemed a part of the General Common Elements.

6. Common Elements.

(a) General Common Elements. The General Common Elements as shown on the Plat consist of the entire Condominium other than the Units and the Limited Common Elements as follows:

(1) The Land/Air Rights;

(2) All foundations, columns, girders, beams and supports within the Residential Section not included as parts of Units or Limited Common Elements;

(3) All exterior masonry walls and facings of the Residential Section of the Building (including without limitation the structural grid wall of the Residential Section), and all partitions separating Units not included as parts of Units;

(4) The entrance and residential lobby, reception desk and seating area and all other common hallways and areas, including without limitation the mailbox area located in and serving only the Residential Section;

(5) The elevator lobbies, elevators and elevator shaft, and related equipment except for such portion located in the Commercial Section;

(6) The portion of the stairwells located in the Residential Section;

(7) The mechanical and maintenance rooms located in the Residential Section;

(8) All pumps, pipes, wires, cables, conduits and other apparatus relating to the water distribution, power, light, telephone, gas, sewer, heating, air conditioning and plumbing systems located in and/or serving only the Residential Section and not included as parts of Units or Limited Common Elements;

(9) The recreational facilities located in the Residential Section including the swimming pool and surrounding deck and the exercise room;

(10) All entrance doors and windows located in the Residential Section except those deemed Limited Common Elements as herein set forth;

(11) Except as otherwise set forth herein, all apparatus and installations existing or hereinafter constructed in the Residential Section or on the Land/Air Rights for common use, the maintenance or safety of the Condominium; and

(12) All rights under the Declaration of Covenants and Easements appurtenant to the Land/Air Rights.

(b) Limited Common Elements. The Limited Common Elements consist of those Common Elements which are described as such on the Plat, and on the Plans, and are reserved for the use of specific Units to the exclusion of all other Units. The Limited Common Elements include the following:

(1) Balconies adjacent to Units (which are reserved for the exclusive use of the Unit to which each is adjacent);

(2) The flues, and intake combustion air ducts serving Units (which are reserved for the exclusive use of the Unit served by each such flue and air duct);

(3) Glass doors serving the Units and balconies (which are reserved for the exclusive use of the Unit to which each is appurtenant);

(4) Walls separating balconies adjacent to Units (which are reserved for the exclusive use of the Units adjacent to the balconies separated by each such wall);

(5) Windows serving the Unit to which it is appurtenant;

(6) All mailboxes (each of which shall be reserved for the exclusive use of the Unit to which it is assigned);

(7) Storage space located on the tenth (10th) floor of the Residential Section to the extent assigned to Units by the Board of Directors pursuant to subparagraph (c) hereof.

Any reassignment of the above designated Limited Common Elements under Section 45-1823(b) of the Condominium Act is and shall be prohibited and any purported reassignment of any such Limited Common Element shall be void.

(c) Reserved Common Elements. The Board of Directors shall have the power in its discretion from time to time to grant revocable licenses in designated Common Elements to the Unit Owners' Association or to any Unit Owner(s) and to establish a

reasonable charge to such Unit Owners for the use and maintenance thereof. The Common Elements or portions thereof so designated shall be referred to as Reserved Common Elements. Such designation by the Board shall not be construed as a sale or disposition of the Common Elements.

7. Units Subject to the Declaration, Bylaws, Rules and Regulations and Covenants and Easements. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the Bylaws, the Rules and Regulations and the Declaration of Covenants and Easements, as they may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the Bylaws, the Rules and Regulations and the Declaration of Covenants and Easements, as they may be amended from time to time, are accepted and ratified by such Unit Owner, tenant or occupant, and all of such provisions shall be deemed and taken to be enforceable equitable servitudes and covenants running with the land and shall bind any person at any time having any interest or estate in such Unit as though such provisions were recited and stipulated at length in each and every such deed of conveyance or lease.

8. Easements. The Condominium shall be subject to the Declaration of Covenants and Easements and to all other covenants, limitations and restrictions of record, and to the following additional easements and conditions:

(a) Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines and Other Utility Distribution Systems. Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and all other utility distribution systems, whether or not Common Elements, located in any of the other Units or in any other part of the Condominium, to the extent any such pipe, duct, cable, wire, conduit, public utility line or other utility distribution system serves any Unit or is necessary for service to any Unit.

(b) Support. Every portion of a Unit which contributes to the structural support of the Residential Section, a Unit or the Common Elements shall be burdened with an easement of lateral and subjacent structural support and necessity for the benefit of all other Units and the Common Elements.

(c) Ingress and Egress Through and Use of General Common Elements. Each Unit Owner shall have an easement in common with the Owners of all other Units for ingress and egress through, and use and enjoyment of, all General Common Elements. The General Common Elements shall be subject to easements of use and enjoyment and ingress and egress by all persons lawfully using or entitled to the same, including without limitation officers, employees and

agents of public utility companies in the performance of their duties.

(d) Utility Lines. The Declarant expressly reserves the alienable right with respect to the Condominium to grant public and private utility easements and to lay water, sanitary and storm sewer, electricity, telephone and cable television lines through, on, over or under any portion of the Condominium.

(e) Easement to Facilitate Sales. The Declarant and its duly authorized agents, representatives and employees shall have the right, exercisable in Declarant's sole discretion, to use as management offices and/or sales and/or rental offices and/or model units any and all unsold Unit or Units and any Units leased by the Declarant from Unit Owners who may agree to lease their Units to the Declarant for such use(s). Such Units shall be Units within the meaning of this Declaration and the Condominium Act, and shall not comprise a part of the Common Elements. The Declarant shall have the absolute right for itself, its successors and its invitees and prospective purchasers, to use and enter, without being subject to any charge or fee therefor, any and all such Units and the Common Elements, for management, sales and/or rental purposes and/or for any other lawful purpose or purposes, including placing thereon "for sale" or "for rent" signs and other promotional materials.

(f) Encroachments. If any portion of the Common Elements encroaches upon any Unit, or if any Unit encroaches upon any other Unit or upon any portion of the Common Elements as a result of the construction, settling or shifting of the Land/Air Rights or the Building or other improvement, or if any such encroachment shall occur after the recordation of this Declaration as a result of the construction, repair, renovation, restoration or replacement of the Building or Residential Section, or as a result of the settling or shifting of the Building or Residential Section, a valid easement for such encroachment and for the maintenance of the same shall exist so long as the Building or Residential Section shall stand.

9. Relocation of Unit Boundaries and Subdivision of Units. Subject to the provisions of the Section of this Declaration captioned "Consent of Mortgagees," any Unit may be subdivided or the boundaries thereof relocated if such action shall have been approved in writing by all affected Unit Owners, all Mortgagees of the Units involved and the Board of Directors. The foregoing shall not be applicable with respect to Unit subdivisions or boundary relocations made by the Declarant. An Amendment to this Declaration to effect any Unit subdivision or boundary relocation shall be recorded by the secretary of the Unit Owners' Association as provided in Section 45-1835 or Section 45-1836 of the Condominium Act. The provisions of this Section do not apply to alterations allowed by Section 45-1834(b) of the Condominium Act or by the provisions of the Bylaws so long as the affected Unit Owner(s) shall provide the Board of Directors with a certificate

from a registered engineer licensed to do business in the District of Columbia stating that such alteration shall not result in weakening or removal of any portion of any bearing wall or bearing column and that no portion of any common element shall be damaged, destroyed or endangered.

10. Right to Lease Units. The Declarant shall retain title to each Unit not conveyed to any purchaser. The Declarant retains the right to enter into leases with any third parties for the occupancy of any of the Units so retained by Declarant for any purpose permitted under applicable law and not so conveyed to any purchaser, or to lease back and sublease any Unit so conveyed.

11. Amendment to Declaration. Except as otherwise provided in this Declaration or the Condominium Act, this Declaration may be amended by the agreement of Owners of Units to which at least sixty-seven percent (67%) of the votes in the Unit Owners' Association appertain and in the manner provided by Section 45-1837 or 45-1838 of the Condominium Act. No such amendment shall be effective until recorded in accordance with the provisions of the Condominium Act. Anything herein to the contrary notwithstanding, and subject to any limitations imposed by the Condominium Act (with specific reference to Section 45-1842 thereof), and except as required to comply with the requirements of the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association, or any other governmental or quasi-governmental agency insuring or involved in the making or purchasing of Mortgages of any Unit,

(i) so long as the Declarant is the only Unit Owner, the Declarant may amend this Declaration without the consent or approval of any party;

(ii) so long as the Declarant owns one or more Units, no amendment to this Declaration shall be adopted that could unreasonably interfere with the sale, lease or other disposition of such Unit(s) or that could abridge, modify, eliminate or otherwise affect any right, power, easement, privilege or benefit reserved to the Declarant hereunder or which would impose any discriminatory charge or fee against the Declarant; and

(iii) no amendment to this Declaration shall be adopted that would abridge, modify, eliminate or otherwise affect any right, power, easement, privilege or benefit reserved by the provisions of this Declaration to Mortgagees.

12. No Revocation or Partition. The Common Elements shall remain undivided and no Unit Owner or any other person shall bring or have the right to bring any action for partition or division thereof, nor shall the Common Elements be abandoned by act or omission, unless, subject to the provisions of the Section of this Declaration captioned "Consent of Mortgagees", the condominium regime is waived and terminated by agreement of Unit Owners owning

Units to which at least four-fifths of the votes in the Unit Owners' Association appertain.

13. Consent of Mortgagees.

(a) Federal Home Loan Mortgage Corporation Compliance. Subject to the provisions of paragraphs (b) and (c) of this Section, in accordance with Section 2003(d) of Chapter 20 of the Sellers' and Servicers' Guide of the Federal Home Loan Mortgage Corporation in effect as of the date of recordation of this Declaration, unless at least sixty-seven percent (67%) of the Mortgagees (based upon one vote for each Mortgage owned) or sixty-seven percent (67%) of Unit Owners other than the Declarant have given their prior written consent, the Unit Owners' Association and Board of Directors shall not be entitled to:

(i) By act or omission, seek to abandon or terminate the condominium regime;

(ii) Change the pro rata interest or obligations of any Unit for the purpose of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each Unit in the Common Elements;

(iii) Except for partitions or subdivisions made by the Declarant, partition or subdivide any Unit;

(iv) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements (the granting of easements for public utilities or 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

(v) Use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such property.

(b) Federal National Mortgage Association Compliance. Subject to the provisions of paragraphs (a) and (c) of this Section, in accordance with Section 601.02 of Chapter 6 of Part V, the Selling Guide of the Federal National Mortgage Association in effect as of the date of recordation of this Declaration, unless at least fifty-one percent (51%) of "Eligible Mortgagees" (as the term "Eligible Mortgagee" is defined below) have given their prior written consent, no amendment to this Declaration, the Bylaws or the Rules and Regulations shall be adopted that would affect any provision thereof relating to any of the following matters:

(i) Voting rights;

- (ii) Assessments, assessment liens or the priority of assessment liens;
- (iii) Reserves for maintenance, repair and replacement of Common Elements;
- (iv) Responsibility for maintenance and repair of the Units and the Common Elements;
- (v) The reallocation of Percentage Interests or Limited Common Elements, or rights related to the use of the Common Elements;
- (vi) The boundaries of any Unit;
- (vii) The convertibility of Units into Common Elements, or visa versa;
- (viii) Any expansion or contraction of the Condominium, or any addition, annexation or withdrawal of property to or from the Condominium;
- (ix) Insurance or fidelity bonds;
- (x) Leasing of Units;
- (xi) The imposition of any restrictions on the right of any Unit Owner to sell or transfer his or her Unit;
- (xii) Self management;
- (xiii) The repair or reconstruction of all or any part of the Condominium as a result of fire or other casualty or partial condemnation;
- (xiv) The termination of the Condominium regime (which requires the consent of sixty-seven percent (67%) of the Eligible Mortgagees) unless such termination is as a result of substantial destruction or condemnation of the Condominium; or
- (xv) Any benefit expressly reserved to Mortgagees, or any governmental or quasi-governmental agency insuring or guaranteeing or involved in the making or purchase of Mortgages.

As used in this paragraph (b), the term "Eligible Mortgagee" means any Mortgagee requesting the Unit Owners' Association to notify such Mortgagee of any proposed action under the provisions of Section 601.02 of Chapter 6 of Part V of the Selling Guide of the Federal National Mortgage Association, as amended from time to time, requiring the prior written consent of a specified percentage of eligible mortgage holders.

(c) Application and Effect. The provisions of this Section 13 shall supercede any inconsistent provision or provisions of this Declaration, the Bylaws or the Rules and Regulations, but shall not be deemed to limit or expand the following:

(i) The amendment provisions of Section 11 of this Declaration and Section 1 of Article XII of the Bylaws;

(ii) The right granted to the Declarant in Section 9 of this Declaration to subdivide or relocate the boundaries of Units; or

(iii) The rights of any Unit Owner and his or her Mortgagee with respect to matters particularly affecting such Unit Owner's Unit and/or Mortgage.

14. Priority of First Mortgagees. Except as otherwise provided by the Condominium Act, 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 Mortgagees pursuant to their Mortgages in the case of the distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or the Common Elements or any portions thereof.

15. Prohibited Actions. So long as the Declarant is the owner of any Unit, and holds that Unit for sale in the ordinary course of business, none of the following actions may be taken without approval in writing from the Declarant.

(a) Assessment of the Declarant as a Unit Owner for capital improvements;

(b) Any action that would be detrimental to the sale of Units by the Declarant; provided, however, that a uniform increase in assessments for Common Expenses without discrimination against the Declarant shall not be deemed detrimental.

16. Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

17. Severability. The invalidity or unenforceability of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid or unenforceable provision had never been included herein. Any conflict between any provision of any condominium document and the Condominium Act, or any questions regarding the interpretation of any condominium document, shall be governed by the Condominium Act.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed on its behalf as of the date first written above by Market Square Associates, its general partner, and said Market Square Associates has caused this Declaration to be executed on its behalf by (1) Crow-Pennsylvania Avenue Limited Partnership, its general partner, and said Crow-Pennsylvania Avenue Limited Partnership has caused this Declaration to be executed on its behalf by Crow-Washington CBD Development Corporation, its general partner, and said Crow-Washington CBD Development Corporation has caused this Declaration to be signed on its behalf by T. Christopher Roth, its Vice President, and attested to by Robert L. Chagares, its Assistant Secretary, and its corporate seal to be hereunto affixed, and does hereby appoint T. Christopher Roth as its attorney-in-fact to execute, acknowledge and deliver this Declaration as the act and deed of the Declarant; and (2) Market Square Development Investors, its general partner, and said Market Square Development Investors has caused this Declaration to be executed on its behalf by DIHC Market Square, Inc., its general partner, and said DIHC Market Square, Inc. has caused this Declaration to be signed by JAN KOEMAN, its PRESIDENT, and attested to by MELISSA CARTER, its SECRETARY, and appoint JAN KOEMAN as its attorney-in-fact to does hereby execute, acknowledge and deliver this Declaration as the act and deed of the Declarant.

AVENUE ASSOCIATES LIMITED PARTNERSHIP, a District of Columbia limited partnership


By: Market Square Associates, a District of Columbia general partnership

By: Crow-Pennsylvania Avenue Limited Partnership, a Texas limited partnership

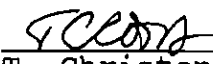
By: Crow-Washington CBD Development Corporation, a Texas corporation

ATTEST:

By:


Robert L. Chagares
Assistant Secretary

By:


T. Christopher Roth
Vice President

[CORPORATE SEAL]

By: Market Square Development
Investors, a District of Columbia
general partnership

By: DIHC Market Square, Inc., a
Georgia corporation

ATTEST:

By: Melissa W Carter
MELISSA CARTER Secretary

[CORPORATE SEAL]

By: J. Koeman
IAN KOEMAN, President

DISTRICT OF COLUMBIA, ss:

I, Leslie P. Prier, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that T. Christopher Roth, who is named as attorney-in-fact for Crow-Washington CBD Development Corporation, corporate grantor in the foregoing and annexed Declaration bearing the date of NOVEMBER 5, 1991, personally appeared before me in the aforesaid jurisdiction, the said T. Christopher Roth being personally well known to me as the person named as attorney-in-fact in said Declaration for the said Crow-Washington CBD Development Corporation and acknowledged said Declaration to be the act and deed of Crow-Washington CBD Development Corporation, general partner of Crow-Pennsylvania Avenue Limited Partnership, general partner of Market Square Associates, general partner of the foregoing Declarant, and that he delivered the same as such.

GIVEN under my hand and official seal this 5th day of November, 1991.

Leslie P. Prier [SEAL]
Notary Public

MY COMMISSION EXPIRES

My commission expires: July 31, 1995.

STATE OF GEORGIA)
)
COUNTY OF COBB) ss:

I, Nancy A. Turner, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that IAN KOEMAN, who is named as attorney-in-fact for DIHC Market Square, Inc., corporate grantor in the foregoing and

annexed Declaration bearing date of NOVEMBER 5, 1991, personally appeared before me in the aforesaid jurisdiction, the said JAN KOEMAN being personally well known to me as the person named as attorney-in-fact in said Declaration for the said DIHC Market Square, Inc. and acknowledged said Declaration to be the act and deed of DIHC Market Square, Inc., general partner of Market Square Development Investors, general partner of Market Square Associates, general partner of the foregoing Declarant, and that he delivered the same as such.

GIVEN under my hand and official seal this 22nd day of November, 1991.

Nancy A. Turner [SEAL]
Notary Public

My commission expires: Notary Public, Cobb County, Georgia
My Commission Expires April 4, 1992

The undersigned being the beneficiary and trustee under a Deed of Trust and Security Agreement dated July 15, 1987 and recorded on July 17, 1987 as Instrument No. 38127 among the Land Records of the District of Columbia as spread to the property by Spreader Agreement to Deed of Trust and Security Agreement and Assignment of Lessor's Interest in Leases dated June 13, 1988 and recorded June 24, 1988 as Instrument No. 34236, as amended by First Amendment to Deed of Trust recorded October 18, 1988 as Instrument No. 57570, as amended by Second Amendment to Deed of Trust recorded May 23, 1989 as Instrument No. 28528, as amended by Third Amendment to Deed of Trust recorded November 29, 1989 as Instrument No. 66305, hereby execute this Declaration for the purpose of consenting thereto and subjecting the lien of the Deed of Trust as amended thereto.

IN WITNESS WHEREOF, DIHC Finance Corporation has caused its name to be signed by ROBERT T. SORRENTINO its VICE PRESIDENT and its corporate seal to be hereunto affixed, attested by MELISSA CARTER its SECRETARY and has appointed and does hereby appoint said ROBERT T. SORRENTINO its attorney-in-fact to execute, acknowledge and deliver these presents in its behalf the 22nd day of NOVEMBER, 1991 and the trustee has executed this instrument the 26th day of NOVEMBER, 1991.

ATTEST:

DIHC FINANCE CORPORATION

Melissa W. Carter
MELISSA CARTER

By [Signature]
ROBERT T. SORRENTINO VICE PRE
[Signature]
Michael J. Shea, Trustee

STATE OF Georgia)
COUNTY OF Cobb)

ss:

I, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that ROBERT T. SORRENTINO who is named as attorney-in-fact for DIHC Finance Corporation, party in the foregoing attached instrument bearing date on the 23rd day of NOVEMBER, 1991 personally appeared before me in said jurisdiction, the said ROBERT T. SORRENTINO being personally well known to me as the person named as attorney-in-fact in said instrument for DIHC Finance Corporation and acknowledged said instrument to be the act and deed of said corporation and that he delivered the same as such.

GIVEN under my hand and official seal this 22nd day of November, 1991.

Nancy A. Turner
Notary Public

My commission expires: Notary Public, Cobb County, Georgia
My Commission Expires April 4, 1992

DISTRICT OF COLUMBIA, ss:

I, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Michael J. Shea, Trustee, party to a certain instrument bearing date on the 25th day of November, 1991 and hereunto annexed, personally appeared before me in said jurisdiction, the said Michael J. Shea being personally well known to me as the person who executed the said instrument and acknowledged the same to be his act and deed.

GIVEN under my hand and official seal this 26th day of November, 1991.

Gloria T. Hinkle
Notary Public

My commission expires: _____

GLORIA T. HINKLE
DISTRICT OF COLUMBIA
DATE OF EXP: 11-30-94

EXHIBIT A

The Residences at Market Square East, a Condominium
(Washington, District of Columbia)

Legal Description



REVISED

December 4, 1990

Description of
The Residences at Market Square East,
A Condominium
701 Pennsylvania Avenue, N.W.
Part of Lot 20, Square 408
Washington, D.C.

Part One: Residential Condominium Units

Being part of Lot 20, Square 408 as recorded in Subdivision Book 182 at Page 128 in the Office of the Surveyor of the District of Columbia.

Beginning for the same at a point on the Due East, 498.67 foot (record) line of Lot 20, Square 408, the same being the southerly line of "D" Street, N.W., said point being 283.66 feet easterly of the westerly end thereof; thence running with the southerly line of "D" Street, N.W. and the Due East, 498.67 foot (record) line of Lot 20, Square 408

- 1) Due East, 215.01 feet to a point marking the intersection of "D" Street, N.W. and 7th Street, N.W.; thence running with 7th Street, N.W., the same being the Due South, 233.75 foot line of Lot 20, Square 408
- 2) Due South, 215.49 feet to a point; thence departing said line and running so as to cross and include a portion of the aforesaid Lot 20, Square 408, the following eight (8) courses and distances.
- 3) South $89^{\circ}39'47''$ West, 78.78 feet to a point; thence
- 4) South $00^{\circ}20'13''$ East, 8.18 feet to a point; thence
- 5) South $89^{\circ}39'47''$ West, 53.00 feet to a point; thence
- 6) North $00^{\circ}20'13''$ West, 8.50 feet to a point; thence
- 7) 143.53 feet along the arc of a curve to the left having a radius of 120.00 feet and a chord bearing and distance of North $34^{\circ}35'44''$ West, 135.12 feet to a point; thence

- 8) North $02^{\circ}46'43''$ West, 8.03 feet to a point; thence
- 9) South $87^{\circ}13'17''$ West, 1.43 feet to a point; thence
- 10) North $02^{\circ}46'43''$ West, 96.88 feet to the point of beginning containing 39,676.39 square feet or 0.91084 of an acre of land.

The lower limit of the aforesaid parcel to be at elevation 112.29 feet (+ or -) above United States Coast and Geodetic Survey mean sea level, 1929 General Adjustment.



Part Two: Common Elements on Level P-2

Being part of Lot 20, Square 408 as recorded in Subdivision Book 182 at Page 128 in the Office of the Surveyor of the District of Columbia.

Beginning for the same at a point lying within the aforesaid Lot 20, Square 408. Said point being the following two (2) courses and distances from a point marking the Northeast corner of the said Lot 20, Square 408 thence; running with the southerly line of "D" Street, N.W., 1) Due West, 115.25 feet to a point; thence departing "D" Street, N.W. and running through a portion of the said Lot 20, Square 408, 2) Due South, 42.85 feet to the point of beginning; thence running so as to cross and include a portion of the aforesaid Lot 20, Square 408 the following four (4) courses and distances

- 1) Due South, 18.70 feet to a point; thence
- 2) Due West, 11.25 feet to a point; thence
- 3) Due North, 18.70 feet to a point; thence
- 4) Due East, 11.25 feet to the point of beginning containing 210.38 square feet or 0.00483 of an acre of land.

The lower limit of the aforesaid parcel to be at elevation -14.00 feet (+ or -), the upper limit of the aforesaid parcel to be at elevation -5.00 feet (+ or -) based on District of Columbia Department of Transportation Benchmark on the southwest corner of first granite step, southeast entrance to Federal Trade Commission, Constitution Avenue, N.W., between 6th and 7th Streets, N.W., D.C. D.O.T. Elevation = 9.17.



Part Three: Common Elements on Level P-1

Being part of Lot 20, Square 408 as recorded in Subdivision Book 182 at Page 128 in the Office of the Surveyor of the District of Columbia.

Beginning for the same at a point lying within the aforesaid Lot 20, Square 408. Said point being the following two (2) courses and distances from a point marking the Northeast corner of the said Lot 20, Square 408 thence; running with the southerly line of "D" Street, N.W., 1) Due West, 116.00 feet to a point; thence departing "D" Street, N.W. and running through a portion of the said Lot 20, Square 408, 2) Due South, 52.00 feet to the point of beginning; thence running so as to cross and include a portion of the aforesaid Lot 20, Square 408 the following four (4) courses and distances

- 1) Due South, 9.40 feet to a point; thence
- 2) Due West, 18.50 feet to a point; thence
- 3) Due North, 9.40 feet to a point; thence
- 4) Due East, 18.50 feet to the point of beginning containing 173.90 square feet or 0.00399 of an acre of land.

The lower limit of the aforesaid parcel to be at elevation -5.00 feet (+ or -), the upper limit of the aforesaid parcel to be at elevation 4.00 feet (+ or -) based on District of Columbia Department of Transportation Benchmark on the southwest corner of first granite step, southeast entrance to Federal Trade Commission, Constitution Avenue, N.W., between 6th and 7th Streets, N.W., D.C. D.O.T. Elevation = 9.17.



Part Four: Common Elements on Concourse Level

Being part of Lot 20, Square 408 as recorded in Subdivision Book 182 at Page 128 in the Office of the Surveyor of the District of Columbia.

Beginning for the same at a point lying within the aforesaid Lot 20, Square 408. Said point being the following two (2) courses and distances from a point marking the Northeast corner of the said Lot 20, Square 408 thence; running with the southerly line of "D" Street, N.W., 1) Due West, 116.00 feet to a point; thence departing "D" Street, N.W. and running through a portion of the said Lot 20, Square 408, 2) Due South, 62.00 feet to the point of beginning; thence running so as to cross and include a portion of the aforesaid Lot 20, Square 408 the following six (6) courses and distances

- 1) Due South, 21.00 feet to a point; thence
- 2) Due West, 9.00 feet to a point; thence
- 3) Due North, 30.00 feet to a point; thence
- 4) Due East, 7.00 feet to a point; thence
- 5) Due North, 9.00 feet to a point; thence
- 6) Due East, 3.00 feet to the point of beginning containing 273.00 square feet or 0.00627 of an acre of land.

The lower limit of the aforesaid parcel to be at elevation 4.00 feet (+ or -), the upper limit of the aforesaid parcel to be at elevation 16.48 feet (+ or -) based on District of Columbia Department of Transportation Benchmark on the southwest corner of first granite step, southeast entrance to Federal Trade Commission, Constitution Avenue, N.W., between 6th and 7th Streets, N.W., D.C. D.O.T. Elevation = 9.17.



Part Five: Common Elements on Plaza Level

Being part of Lot 20, Square 408 as recorded in Subdivision Book 182 at Page 128 in the Office of the Surveyor of the District of Columbia.

Beginning for the same at a point lying within the aforesaid Lot 20, Square 408. Said point being the following two (2) courses and distances from a point marking the Northeast corner of the said Lot 20, Square 408 thence; running with the southerly line of "D" Street, N.W., 1) Due West, 108.00 feet to a point; thence departing "D" Street, N.W. and running through a portion of the said Lot 20, Square 408, 2) Due South, 83.00 feet to the point of beginning; thence running so as to cross and include a portion of the aforesaid Lot 20, Square 408 the following eighteen (18) and distances

- 1) Due South, 13.60 feet to a point; thence
- 2) Due West, 33.00 feet to a point; thence
- 3) Due North, 14.35 feet to a point; thence
- 4) Due West, 5.10 feet to a point; thence
- 5) Due North, 6.10 feet to a point; thence
- 6) Due West, 5.90 feet to a point; thence
- 7) Due North, 17.40 feet to a point; thence
- 8) Due West, 3.60 feet to a point; thence
- 9) Due North, 3.80 feet to a point; thence
- 10) Due West, 41.00 feet to a point; thence
- 11) Due North, 12.70 feet to a point; thence
- 12) Due East, 68.00 feet to a point; thence
- 13) Due South, 10.80 feet to a point; thence
- 14) Due West, 6.50 feet to a point; thence
- 15) Due South, 10.65 feet to a point; thence
- 16) Due East, 3.00 feet to a point; thence
- 17) Due South, 19.30 feet to a point; thence
- 18) Due East, 9.60 feet to the point of beginning containing 2235.71 square feet or 0.05132 of an acre of land.

The lower limit of the aforesaid parcel to be at elevation 16.48 feet (+ or -), the upper limit of the aforesaid parcel to be at elevation 28.95 feet (+ or -) based on District of Columbia Department of Transportation Benchmark on the southwest corner of first granite step, southeast entrance to Federal Trade Commission, Constitution Avenue, N.W., between 6th and 7th Streets, N.W., D.C. D.O.T. Elevation = 9.17.



Saving and Excepting:

Being part of Lot 20, Square 408 as recorded in Subdivision Book 182 at Page 128 in the Office of the Surveyor of the District of Columbia.

The same also being shown on drawing No. A-2.12, titled "Level 10 (R-1) East Building" on plans prepared by Morris Architects, Columbia Square, Suite 1210 East, 555 Thirteenth Street, N.W., Washington, D.C. (202)737-1180, labelled as "Elevator Machine Room, Elev. No. 1E, Elev. No. 2E, Elev. No. 3E, Elev. No. 4E and Elev. No. 5E". The same being labelled as "Not Included" on Sheet 18 of 21 of the "Plan of Condominium Subdivision, The Residences at Market Square East, a Condominium" prepared by VIKA, Inc., 8200 Greensboro Drive, Suite 400, McLean, Virginia 22102, (703)442-7800, being more particularly described as follows:

Beginning for the same at a point lying within the aforesaid Lot 20, Square 408. Said point being the following two (2) courses and distances from a point marking the Northeast corner of the said Lot 20, Square 408 thence; running with the southerly line of "D" Street, N.W., 1) Due West, 64.75 feet to a point; thence departing "D" Street, N.W. and running through a portion of the said Lot 20, Square 408, 2) Due South, 62.87 feet to the point of beginning; thence running so as to cross and include a portion of the aforesaid Lot 20, Square 408 the following six (6) courses and distances

- 1) Due South, 28.00 feet to a point; thence
- 2) Due West, 43.50 feet to a point; thence
- 3) Due North, 18.50 feet to a point; thence
- 4) Due East, 11.50 feet to a point; thence
- 5) Due North, 9.50 feet to a point; thence
- 6) Due East, 32.00 feet to the point of beginning containing 1,108.75 square feet or 0.02545 of an acre of land.

The lower limit of the aforesaid parcel to be at elevation 112.29 feet (+ or -), the upper limit of the aforesaid parcel to be at elevation 120.34 feet (+ or -) based on District of Columbia Department of Transportation Benchmark on the southwest corner of first granite step, southeast entrance to Federal Trade Commission, Constitution Avenue, N.W., between 6th and 7th Streets, N.W., D.C. D.O.T. Elevation = 9.17.

EXHIBIT B

The Residences at Market Square East, a Condominium
(Washington, District of Columbia)

Units, Par Value and Percentage Interests

<u>Unit Number</u>	<u>Par Value Assigned to Unit</u>	<u>Percentage Interest Allocated to Unit</u>
1001	560	.560%
1002	560	.560
1003	560	.560
1004	560	.560
1005	560	.560
1006	560	.560
1007	560	.560
1008	560	.560
1009	560	.560
1010	1000	1.000
1011	560	.560
1012	560	.560
1013	560	.560
1014	560	.560
1015	560	.560
1016	560	.560
1017	560	.560
1018	560	.560
1019	560	.560
1020	560	.560
1021	1950	1.950
1022	2500	2.500
1023	2250	2.250
1024	2250	2.250
1025	1175	1.175
1026	1500	1.500
1027	1175	1.175
1028	1175	1.175
1101	1175	1.175
1102	700	.700
1103	700	.700
1104	700	.700
1105	700	.700
1106	700	.700
1107	700	.700
1108	1000	1.000
1109	700	.700
1110	700	.700
1111	700	.700
1112	700	.700
1113	700	.700
1114	700	.700

1115	700	.700
1116	1950	1.950
1117	1950	1.950
1118	1500	1.500
1119	1950	1.950
1120	1795	1.795
1121	1175	1.175
1122	1000	1.000
1123	600	.600
1124	600	.600
1125	600	.600
1126	600	.600
1127	600	.600
1201	1175	1.175
1202	700	.700
1203	700	.700
1204	700	.700
1205	700	.700
1206	700	.700
1207	700	.700
1208	1000	1.000
1209	700	.700
1210	700	.700
1211	700	.700
1212	700	.700
1213	700	.700
1214	700	.700
1215	700	.700
1216	1950	1.950
1217	1950	1.950
1218	1500	1.500
1219	1950	1.950
1220	1795	1.795
1221	1175	1.175
1222	1000	1.000
1223	600	.600
1224	600	.600
1225	600	.600
1226	600	.600
1227	600	.600
PH01	1175	1.175
PH02	700	.700
PH03	700	.700
PH04	700	.700
PH05	700	.700
PH06	700	.700
PH07	700	.700
PH08	1000	1.000
PH09	700	.700
PH10	700	.700
PH11	700	.700
PH12	700	.700
PH13	700	.700
PH14	700	.700

PH15	700	.700
PH16	1950	1.950
PH17	1950	1.950
PH18	1500	1.500
PH19	1950	1.950
PH20	1795	1.795
PH21	1175	1.175
PH22	1000	1.000
PH23	600	<u>.600</u>
		100.00%

September 22, 2005

Dear Market Square Residents/Owners:

The Board of Directors is writing to inform all residents and owners of the redefined pet policy.

Rules and Regulations, page 12, Section 8 – Pets, paragraph b. “The keeping of a small, orderly domestic pet (e.g., dog, cat or caged bird, etc.), not to exceed one per Unit, is permitted.” This also applies to a pet of guests – short or long term.

The term “small”, as relating to dogs, allowed to be kept in a single or combined Unit, is defined as weighing not over 25 pounds when fully grown.

Any resident or owner owning a pet and keeping a pet in the Unit, effective September 21, 2005, is permitted to maintain only that pet in the Unit, provided that the Bylaws and the Rules and Regulations relating to pets are observed.

Sincerely,

The Board of Directors
The Residences
Market Square West

THE RESIDENCES AT MARKET SQUARE EAST, A CONDOMINIUM

A CONDOMINIUM

RULES AND REGULATIONS

The objective of these rules and regulations is to assure pleasant and comfortable living for all residents. In condominium living each of us not only has certain rights but also certain obligations to all other residents. The restrictions imposed are for the benefit and comfort of all.

All Unit Owners and lessees, the families, employees, guests of owners and lessees and any other persons who may in any manner use The Residences at Market Square East, a Condominium or any part thereof shall be bound by and comply strictly with the Bylaws, Rules and Regulations, and all agreements, decisions and determinations of the Board of Directors as lawfully made or amended from time to time. The failure to comply with any of these provisions shall be cause for imposing a fine, an action to recover sums due for damages, or injunctive relief, or all of these.

The term "occupant" as used herein applies to the aforementioned persons. Occupants shall not act in any manner which unreasonably interferes with the rights, comfort, and convenience of other occupants.

1. OCCUPANCY DATA

a. The Managing Agent maintains a roster including the name, address, and telephone number of each owner and occupant, his or her place of business and similar data on persons to be

notified in an emergency involving the occupant or the residence during the temporary absence of the occupant.

b. The Managing Agent shall also maintain a list of each occupant's current motor vehicle license number(s), bicycle description and serial number(s).

c. The Managing Agent is also required to maintain a current list of all persons and their Unit numbers who may require assistance in case of an emergency evacuation of the building. This list must be available to the fire department and security personnel at all times.

d. It is the responsibility of the occupant to provide the required occupancy data and to keep the information current. A dated, signed note left at the desk for the Manager will suffice.

2. USE OF COMMON AREAS

a. Definition - The general common elements as defined in the Declaration and which are for the common use of all occupants are referred to as "common areas". Each owner is responsible for his or her share of the costs related to the operation, maintenance, and general appearance of these areas.

b. Unauthorized Activities - Common areas, except those specifically designated as recreation areas named in sections 6 and 7 may not be used as recreation areas. Loitering in all common areas is prohibited. The use of bicycles, skates, skateboards and similar items in common areas is also prohibited.

c. Noise - No occupant shall make or permit to be made any disturbing noise in the common areas or in Units by

himself, his family, friends, tenants, employees, guests or pets. There shall be no playing of any musical instrument, radio, television, record player, tape recorder or the like between the hours of 11 p.m. and the following 8 a.m. if such activity disturbs or annoys other occupants.

d. Obstructions - There shall be no obstructions placed or temporarily left in any of the common areas.

e. Storage - Except for designated storage areas, no common area may be used for storage or placement of furniture or any other articles such as plants, boxes, shopping carts, etc.

f. Decorations or Advertising - Occupants shall not put their names in any common area except as provided on the Unit door or on the Bulletin Board located off the lobby. Because of space limitations, posted material must be no larger than 3 by 5 inches, must be dated, and should be removed after two weeks. No commercial advertising is allowed. No signs or other advertizing materials shall be placed in windows or on doors or balconies. Appropriate holiday decorations are permitted.

g. Interference with Functional Elements - No one shall interfere in any manner with the heating, cooling, hot water, lighting or similar apparatus in or about the building and common areas.

h. Elevators - Tradespeople shall use the freight elevator and shall not use any of the other elevators for any purpose unless authorized by the desk clerk. Supplies, goods and packages are to be delivered to Units only through the service entrance of the building and by the freight elevator. Trunks and

heavy baggage shall be treated in like manner. Small packages may be left at the desk.

i. Roof - No occupants are permitted on the roof of the building at any time except in the swimming pool area, subject to the rules and regulations thereof.

j. Proper Attire - All persons shall be properly attired when appearing in any of the common areas. Bare feet, bare chests, and bedroom attire are not acceptable. Swimming attire is not permitted in the lobby.

3. USE OF UNITS

a. Use as Private Residence - Units shall be used only as private residences except as otherwise permitted by the Bylaws.

b. Avoid Disturbing Other Residents - Condominium living requires that each resident regulate the occupancy and use of his or her Unit so as not to unreasonably or unnecessarily disturb any other resident.

c. Garbage - Garbage shall be disposed of in kitchen food waste grinder. Garbage which should not be processed through grinders, such as corn cobs and fibrous vegetables, must be drained and securely contained before being carried to the trash room for disposal.

d. Grease - Grease should not be disposed of in the kitchen sink but should be allowed to solidify before being placed in a secure container and carried to the trash chute.

e. Trash - Newspapers, magazines and any other small articles which can readily pass through the trash chute door

and down the chute without clogging it should be bagged, secured and placed into the trash chute. Rugs, cardboard boxes and similar articles which cannot readily pass through the trash chute should be stacked neatly on the floor of the trash room for daily collection. The repair of damage resulting from clogged trash chute will be charged to the offending occupant. Notwithstanding the provisions of this subparagraph (e), the disposal of trash shall be done in accordance with all applicable laws, ordinances, rules and regulations of any federal or local authority having jurisdiction.

f. Sweeping or Littering - No rugs, towels, clothing or other articles shall be beaten on or hung from balconies, stairways or other common areas. No dust or litter shall be swept from the Unit into any of the corridors or entryways of the building or other common areas. Nothing shall be thrown or emptied out of windows, doors or balcony of any Unit. Nothing shall be thrown or emptied down stairways or other common areas.

g. Proper Use of Plumbing, Heating and Cooling or Electrical Apparatus - The water closets and other water, plumbing and disposal apparatus shall not be used for any purpose other than that for which they were constructed. No sweepings, rubbish, rags, newspapers, paper towels, facial tissues, ashes or other substances shall be thrown into such disposal apparatus. Any damage to the property of others, including the common areas, resulting from the misuse or neglect of such facilities or from the misuse or neglect of any heating, cooling or electrical apparatus shall be paid for by the occupant who caused the damage.

h. Water and Energy Conservation - Water, electricity, and other common utilities shall not be used unnecessarily. It is essential that all occupants conserve energy to keep condominium costs to a minimum.

i. Proper Use of Balconies - No cooking shall be permitted on any balcony. No planters or flower boxes shall exceed the height of the balcony railing. No planters shall be suspended from windows or balcony roof, railings, or ledges. No awnings, shutters or window guards shall be used. No radio or television antenna or connection shall be installed or shall extend outside of Units. No floor covering shall be affixed to the balcony.

j. Hazardous Material - No occupant shall at any time bring into or keep in his or her Unit any flammable, explosive, or corrosive liquid or material or chemical or substance other than normal household products.

k. Window Coverings - All draperies or other window coverings must either be all white or be lined with a white material. No other color shall be exposed to the outside of windows, or balcony doors.

l. Closed Windows - Windows and balcony doors must be kept closed when the air-conditioning is operating to prevent condensation from forming in the system's mechanism and to conserve energy. No solar films shall be affixed to the interior or exterior of any window and nothing shall be done to any Unit to affect the exterior appearance thereof.

m. Changes to Unit - Unit Owners may not make architectural changes such as moving walls, cutting doorways, etc.

nor plumbing nor wiring changes without the approval of the Standards Committee. Such changes may affect a neighboring Unit or the structure of the entire building.

4. MOVING IN OR OUT

a. Prior Arrangements with Building Management -

Before moving household goods, furniture, appliances or equipment into or out of The Residences at Market Square East, a Condominium, the owner or occupant shall make prior application and arrangements with the Condominium Manager. The date and hours of the move must be scheduled in advance so that the service elevator and the loading dock may be reserved. Moving hours are 8 a.m. to 5 p.m. Monday through Friday.

b. Use of Service Elevator - Only the service

elevator shall be used to move household goods, furniture, appliances or equipment into or out of the Condominium. Passenger elevators shall not be used for this purpose.

c. Responsibility for Damage Caused by Moving -

Applications for moving into or out of the Condominium must be accompanied by a damage deposit of five hundred dollars (\$500) payable to the Condominium. If the corridors, elevator and loading dock area are in satisfactory condition after the move, the damage deposit will be returned. The cost of repair of all damage to the common elements resulting from moving into or out of the Condominium and/or carrying of furniture or other articles shall be paid for by the occupant responsible for such damage.

5. MANAGING AGENT SERVICES

a. Deliveries - As a convenience to Unit Owners, the Managing Agent may receive small deliveries on behalf of a Unit Owner. Neither the Board of Directors nor the Managing Agent nor employees will assume any responsibility for the condition in which deliveries are received.

b. Solicitors and Unauthorized Callers - Beggars, solicitors, sales people and other unauthorized persons are not permitted in the building. Occupants should notify the Building Manager at once if contacted by such persons.

c. Exterminating Service - Exterminating services are required and are provided by the Condominium. The cost thereof shall be a common expense.

d. Door Locks - The Managing Agent by authority of the Board of Directors shall retain a pass-key to each Unit for use in emergency. No owner or occupant shall alter any lock or install a new lock on any door leading into the Unit without approval of the Board of Directors. A new key shall be provided to the Condominium Manager if any change is approved and made. Failure to provide a key will make the occupant liable for any expense caused by forcible entry in the event of emergency.

6. USE OF SWIMMING POOL

a. Rules for the Use of Swimming Pool - The following rules governing the use of the swimming pool are subject to change, but a current set of pool rules are posted at the entrance to the pool area. All occupants and their guests shall observe these rules when using the pool facilities. Pool hours will be posted at the pool. During inclement weather the pool may

be closed by the Condominium Manager. All Unit Owners and their guests must have a facilities pass before admittance to the pool. Guest fees may be established.

b. Facilities Passes

(1) The Board of Directors will cause to be issued to each Unit Owner, one facilities pass for each member of the Unit Owner's family living in the Unit upon registration at the Condominium office. Facilities passes shall be issued to tenants of Unit Owners unless the lease agreement provides otherwise.

(2) A facilities pass will not be issued to any Unit Owner who is delinquent in assessment payment or who is otherwise in violation of the condominium instruments or Rules and Regulations. The Board of Directors may temporarily suspend all facilities pass privileges of any Unit Owner in default until such default is cured.

(3) Facilities passes shall be issued on an annual basis at no charge; however, replacement cards will be issued for a charge of \$5.00 per card or such other charge as the Board may determine. Facilities passes are the property of the Unit Owners' Association and are non-transferrable; they may be revoked or suspended if used by a person other than the one to whom issued.

(4) Facilities passes must be presented for admission to the swimming pool and must be presented on demand by any officer or agent of the Unit Owners' Association at the exercise room.

(5) Children under thirteen years of age bearing a facilities pass may be admitted to the swimming pool when accompanied by an adult bearing a facilities pass.

(6) There shall be a limit of two guest passes per Unit unless otherwise approved by the Board of Directors.

(7) Not more than two daily guest passes will be issued to a Unit Owner who presents a facilities pass. No person shall be admitted as a guest unless accompanied by the Owner bearing the facilities pass unless other arrangements for positive identification have been made at the Condominium office. Only one guest shall be permitted when the card bearer is under 13 years of age. Guests under 13 years of age must be continuously accompanied at the facilities by their host bearing a facilities pass.

(8) Unit Owners with facilities passes may obtain at the Condominium office a house guest pass dated for the duration of the visit.

c. Restrictions

(1) No private parties are allowed except after pool normal operating hours and only by previous reservations through the Condominium Manager. The fees and rules will be as set forth in subsection (e).

(2) No Condominium employees, unless they are Unit occupants, may use the pool.

(3) No pets are allowed in the pool area.

(4) Proper attire is required upon entering the

pool area and proper swim attire is required for swimming in the pool.

(5) No running or boisterous rough play will be permitted anywhere in the pool area.

(6) No radios, television sets, tape recorders or other noise making devices without earphones will be permitted in pool areas.

d. Health and Safety Regulations

(1) Swimmers are required to take a shower prior to entering the pool.

(2) Persons with any skin disease or communicable disease shall be excluded from the swimming pool.

(3) No food or beverages in glass containers will be permitted in the entire area surrounding the pool.

e. Guest and Private Parties

(1) Use is restricted to occupants and their guests.

(2) An occupant may reserve the swimming pool at the front desk for private parties on a first-come-first-serve basis. A guest list in alphabetical order must be submitted 48 hours before party time.

(3) A charge for maintenance, clean-up and other services will be assessed for the use of the swimming pool, payable in advance at the time the pool is reserved.

(4) A damage deposit will be required. This deposit will be returned after the Condominium Manager makes an

inspection and determines that the swimming pool was vacated in satisfactory condition.

(5) Owners and lessees shall assume full responsibility for the conduct of their guests and shall be held responsible for any damage to the swimming pool and other common elements caused by their guests.

(6) The swimming pool and deck areas must be vacated by midnight on Fridays and Saturdays, 11 p.m. on week nights. There shall be no partying in the common areas other than the swimming pool area.

(7) Any violation of these rules shall cause the offender to be denied future use of the swimming pool.

7. Exercise Room

(1) Owners and lessees shall vouch for the proper use of the area and shall be responsible for guests' conduct. Facilities passes must be presented for admission to the exercise room.

(2) Children under 13 years of age must be accompanied by an adult.

8. PETS

a. The maintenance, keeping, boarding and/or raising of animals, livestock, poultry, or reptiles of any kind, regardless of number, shall be and is prohibited within any Unit or upon the common elements.

b. The keeping of small, orderly domestic pets (e.g., dogs, cats or caged birds), not to exceed one per Unit

without the approval of the Board of Directors, is permitted, subject to the following rules.

c. Such pets must not be kept or maintained for commercial purposes or for breeding.

d. Any such pet causing or creating a nuisance, or unreasonable disturbance or noise, may be permanently removed from the Property upon ten days written notice from the Board of Directors. Any Unit Owner or resident may notify the Board of Directors in writing that a pet of another Unit Owner or resident is creating a nuisance or making noise or an unreasonable disturbance. If the complainant so requests, his name shall be disclosed only to the Board of Directors. The owner of the pet shall be immediately notified and a hearing shall be held by the Board of Directors within twenty-one days of the delivery of the notice. The Board shall give all Unit Owners and residents an opportunity to be heard on the matter. The owner of the pet must show to the satisfaction of the Board that the allegation is untrue or the Board shall remove the pet forthwith from the Condominium.

e. A pet shall not cause a nuisance by reason of noise, odor or behavior. Defecating or urinating in or on the Common Elements in other than designated areas shall be prohibited.

f. Such pets shall not be permitted upon the common elements unless accompanied by an adult and unless carried or leashed, and then only in those areas designated by the Board of Directors.

g. Any Unit Owner or resident who keeps or maintains any pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Unit Owners Association, each Unit Owner, and the Declarant free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium.

h. All pets shall be registered with the Board of Directors and shall otherwise be registered and inoculated as required by law.

i. The Board of Directors may establish reasonable fees for registration of pets.

9. RULES FOR SELLING CONDOMINIUM UNITS

a. By Owner

- (1) Owner may advertise on the Bulletin Board, using 3x5-inch cards.
- (2) Owner must meet prospective buyers at the front desk.

b. By Agent

- (1) The holding of "Open House" will not be permitted.
- (2) There will be no solicitation by cards or flyers placed at or under doors, in mail boxes, or at the desk.
- (3) Lock boxes will be permitted; they will be placed in the custody of the desk. All agents must sign in and out at the desk,

giving the unit number and time of entering and leaving the building. Personnel at the desk are responsible for strict compliance.

- (4) If a lock box is not used, prospective buyers must be accompanied by the listing agent or greeted in the lobby by the owner.

10. ENFORCEMENT OF RULES AND REGULATIONS

a. Responsibility - The Managing Agent, acting through the Condominium Manager and his or her staff, is charged with the responsibility for the efficient management and operation of the Condominium in accordance with the rules and regulations prescribed herein by the Board of Directors. The Condominium Manager or a delegated member of his or her staff is required to notify a Unit Owner, occupant, or guest, of any rules violation. In so doing the Condominium Manager or staff member is acting under the direction of the Board of Directors.

b. Notice of Violation of Rules - Upon the Managing Agent's receipt of a written complaint from any person alleging violation of any rule or posted notice, or in the event the Managing Agent has reason to believe there has been a violation, the Managing Agent shall notify the person or persons alleged to have been in violation, in such form as prescribed by the Board of Directors. Unless a written denial of the alleged violation is delivered to the Managing Agent within five (5) days, the Managing Agent shall report the violation to the Standards Committee. The Standards Committee shall take such steps to enforce the rule in

accordance with due process adopted by the Board of Directors in the Book of Resolutions.

c. Damages - Regardless of, and in addition to, the foregoing Rules, damages negligently inflicted upon persons or property of Unit Owners, or upon common elements, shall be the responsibility of the party causing such damages. Any damage should be reported immediately to the Managing Agent so that proper responsibility can be assigned.

BOARD OF DIRECTORS OF THE
RESIDENCES AT MARKET SQUARE
EAST, A CONDOMINIUM

PART V
EMERGENCIES

PART V

EMERGENCIES

INTRODUCTION

While none of us likes to think about emergencies, it is always a good idea to be prepared so that if an emergency does occur its effects are minimized. The information in this portion of the Manual is intended to assist you in coping with the unexpected.

NO HEAT, HOT WATER OR AIR CONDITIONING

No Heat or Air Conditioning

All units are individually served by their own air handling unit located in the mechanical closet. If there is no heat or cooling, that is the first place to check: is the switch in the "ON" position? Is your electric bill paid up to date? Is the thermostat at the proper setting?

If you cannot solve the problem on your own, please call the Building Manager to find out if there is a system malfunction or if the air handling unit needs service.

No Hot Water

Hot water is provided by an electric hot water heater. Check the circuit breaker panel and/or consult your owner's manual.

WATER LEAKS

If water leaks into your unit from any source, at any time of day or night, contact the management office or lobby attendant immediately. If you do not get a response, call Legum & Norman at ~~(202) 362-9200~~. *OK*

7 With water leaks, time is of the essence in minimizing damage to units and common elements. If you can identify the home above your own, please advise that resident that a leak seems to be coming from that location, and ask the resident to check for possible sources and/or cut off the water supply within that unit until the problem has been solved.

Once the leak has been corrected, the Community Manager will advise you on the appropriate steps to take next.

FIRE EMERGENCY PROCEDURES

Obviously in an emergency situation it will not be practical to look up instructions as to appropriate actions. Therefore, for your own safety as well as that of other resident, we ask that you take a few moments now to familiarize yourself and members of your household with the procedures below.

IN CASE OF FIRE:

1. In the event of a fire at any location on the property, or if you smell smoke, call 911 IMMEDIATELY to notify the Fire Department. Call 911 from a safe location, staying on the line until the emergency personnel hang up. Give the emergency personnel the following information:
 - A. the street address of the building
 - B. the location of the fire in the building
 - C. the source and extent of the fire, if known
 - D. Advise emergency personnel if there are any persons in need of assistance in getting out of the building.
 - E. BE SURE THE FIRE DEPARTMENT HAS THE CORRECT AND FULL INFORMATION BY HANGING UP LAST.
 - F. Alert the front desk
2. If you discover fire or smoke in your home:
 - A. Small grease fires in a pan can be handled by covering the pan with a lid to cut off oxygen supply to the fire and/or by pouring baking soda on the fire. NEVER FIGHT A GREASE FIRE WITH WATER; IT WILL ONLY SPREAD THE FIRE. If you have a fire extinguisher in your home, follow the instructions on the extinguisher and aim the discharge at the base of the fire, continuing the flow until the fire is completely out.
 - B. For any other fire, or if the above efforts are not successful:
 - 1) Get everyone out immediately. DO NOT STAY IN YOUR HOME. Leave it immediately. Your worst enemy is smoke and gases; they can kill after only a few breaths. Avoid crowding or undue haste. Use the stairs with extra care.

- 2) If possible, close the door to the location where the fire is.
- 3) From a safe location call the fire department at 911 according to the instructions above.
- 4) Alert the front desk
- 5) Once out of the building move as far away as possible, but do not block the street.

C. Activate the nearest fire alarm station or outside call box.

3. If a fire alarm sounds:

A. Check to see if the door is warm before opening it. IF THE DOOR IS WARM, DO NOT OPEN IT.

B. If the door temperature is normal to the touch, put your body against the door, avert your face, and slowly open the door to see if the hallway is filled with smoke and heat. IT THERE IS SMOKE AND HEAT, CLOSE THE DOOR IMMEDIATELY.

C. If the hallway is clear of smoke, use the stairs to exit the building.

D. If your door is warm or the stairwell is filled with heat and smoke, remain in your unit. HELP IS ON THE WAY.

E. If smoke starts to come around the door, use wet towels or sheets to put around the door. HELP IS ON THE WAY.

IMPORTANT: IF YOU HAVE SOMEONE IN YOUR HOME WHO NEEDS ASSISTANCE IN THE EVENT OF AN EMERGENCY, PLEASE SUBMIT THE EMERGENCY ASSISTANCE FORM IN APPENDIX "B" TO THIS MANUAL AND A RECORD WILL BE KEPT AT THE ASSOCIATION OFFICE.

SAFETY

Your safety and that of your neighbors also requires your cooperation. Here are some items that require your personal attention:

- 1) Always keep the door to your unit locked.
- 2) Do not allow anyone to enter any door behind you unless you know them. Do not be embarrassed to ask them to use their own access card to enter the building. "Piggybacking" is one of the most common methods for intruders to gain access to building.
- 3) Do not open the door for anyone if you are in the Lobby. Indicate that they should use the entry phone to call the party they are visiting.
- 4) When you approach your door, have your keys ready to use.
- 5) If you will be out of town, suspend newspaper delivery.
- 6) Report any suspicious activity or person to the D.C. Police.

BOMB THREATS

If you receive a bomb threat, PLEASE REMAIN CALM. Do not get excited or excite others. Please use the checklist below to get as much information as possible:

Time of Call:

Received _____ a.m. p.m.
Terminated _____ a.m. p.m.

Exact Words of Caller (Delay and ask caller to repeat):

Questions to ask the caller:

1. What time is the bomb set to explode?
_____ a.m. p.m.
2. Where, precisely, is the bomb located?
Building _____
Floor _____
Location _____
3. Kind of bomb _____
4. Description _____
5. Why kill or injure innocent people?

Description of Caller's Voice:

Male Calm Young
 Female Nervous Old
 Middle-aged

Rough Accent Refined

Speech impediment or other characteristics:

Unusual Phrases: _____

Did you recognize the voice? Yes No

If so, who do you think it was? _____

Background Noises:

Music (Type: _____)
 Running motor Traffic Whistles
 Bells Horns Tape recorder
 Machinery Aircraft Others:

Additional Information:

1. Did the caller indicate knowledge of the facility? If so, how? _____
2. Is this a listed or unlisted number? _____

Your Name: _____

Date: _____

HEALTH EMERGENCIES

If a health emergency occurs, call 911 at once. DO NOT MOVE THE VICTIM(S) UNLESS SUCH IS ABSOLUTELY NECESSARY TO PREVENT FURTHER INJURY. Provide the responder with the address of the emergency, the nature of the emergency, the age and sex of the person(s) involved, and information on what the person was doing immediately prior to the incident. Stay on the line until the emergency personnel hang up to assure they have all necessary information.

In the event of a death, call 911 according to the above guidelines and follow the instructions provided by the responder.

APPENDICES

APPENDIX A
RESIDENT INFORMATION FORM

RESIDENT INFORMATION FORM

Please complete this form and turn it in to the management office as soon as possible. Services cannot be commenced until the completed form is on file.

Date: _____ Unit No.: _____

Address of Owners (if different than above):

Street Unit No.

City State Zip

Telephone Numbers (Please include area codes):

Home () _____ Office () _____
Home () _____ Office () _____

Mortgagee Data

Mortgage Company: _____

Address to which payments are sent:

Street Address Box No.

City State Zip Code

Is the Unit Owner-occupied? _____ Yes _____ No

PLEASE COMPLETE PAGE TWO AS WELL

If the Unit is not owner-occupied:

Name(s) of Resident(s):

Residents' Telephone Numbers:

Home _____ Business _____

Home _____ Business _____

Term of Lease: _____

PLEASE ENCLOSE A COPY OF THE LEASE.

Other information that you feel is essential for Association records:

In emergency, contact:

Name: _____

Address: _____

Telephone Numbers (Please include area codes):

Home _____ Business _____

Any other information:

APPENDIX B
EVACUATION ASSISTANCE FORM

EVACUATION ASSISTANCE FORM

DATE: _____

NAME OF RESIDENT REQUIRING ASSISTANCE:

UNIT # _____

UNIT ADDRESS: _____

RESIDENT'S TELEPHONE #: Day (____) _____

Evening (____) _____

NATURE OF HANDICAP _____

The person listed below has volunteered to assist in my evacuation:

"BUDDY'S" NAME _____ UNIT # _____

UNIT ADDRESS: _____

TELEPHONE #(____) _____

APPENDIX C

PET REGISTRATION FORM &
APPLICATION FOR ADDITIONAL PET(S)

EXHIBIT "A"
TO
POLICY RESOLUTION NO. 6
PET REGISTRATION FORM

Please mail or deliver to: The Residences at Market Square East
Manager
801 Pennsylvania Avenue, N.W.
Washington, D.C. 20004

I. APPLICANT INFORMATION

A. Applicant's Name(s): _____

B. Applicant's Address: _____

C. Unit Owner's Name (if other than Applicant's):

D. Unit Owner's Address (if other than Applicant's):

E. Applicant's Phone: (H): _____

(O): _____

II. PET INFORMATION

(Note: If more than one pet is to be registered, separate registration forms are required and an Application for Approval of Additional Pets must be submitted.)

A. Name pet answers to: _____

B. Pet is a _____ dog _____ cat

Other: _____

C. Breed: _____

D. Color(s) and distinctive markings:

E. Additional information to identify pet:

F. Rabies tag # (if applicable): _____

G. Dog license #(if applicable): _____

III. PERSON TO CONTACT IN CASE OF EMERGENCY

A. Name: _____

B. Phone: (Day): _____

(Night): _____

IV. INDEMNIFICATION

By virtue of keeping my pet(s) within the Property I agree to indemnify and hold the Association, each Member and the Declarant free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of my keeping the above pet within the Property.

I certify that I have reviewed and agreed to the pet policies contained in Policy Resolution No. 6 and hereby incorporated by reference.

Applicant's Signature Date

Note: If this application is submitted by a lessee, the Unit Owner or Owner's agent must sign this form below.

Owner's or Agent's Signature Date

EXHIBIT "B"
TO
POLICY RESOLUTION NO. 6
APPLICATION FOR APPROVAL OF ADDITIONAL PET(S)

Please mail or deliver to: Board of Directors/Standards
Committee
The Residences at Market Square East
801 Pennsylvania Avenue, N.W.
Washington, DC 20004

I. APPLICANT INFORMATION

- A. Applicant's Name(s): _____
- B. Applicant's Address: _____
- C. Unit Owner's Name (if other than Applicant's):

- D. Unit Owner's Address (if other than Applicant's):

- E. Applicant's Telephone: (H): _____
(O): _____

II. ADDITIONAL PET(S) REQUESTED FOR APPROVAL

- A. Breed _____ Breed _____
- B. Size/Weight _____ Size/Weight _____
- C. Reason(s) for request
(attach additional sheets if necessary)

Note: the Board reserves the right to disapprove this request. If the request is approved, the approval shall be deemed a license which may be revoked at any time upon a violation of Policy Resolution No 6. by any pet owned by applicant.

POLICY RESOLUTIONS

THE RESIDENCES AT MARKET SQUARE EAST, A CONDOMINIUM
BOOK OF RESOLUTIONS
POLICY RESOLUTION NO. 1

establishing the Book of Resolutions and procedures relative to the
Book of Resolutions

GIVEN THAT Article 7 of the Declaration provides in applicable part that, "All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the Bylaws, the Rules and Regulations and the Declaration of Covenants and Easements, as they may be amended from time to time;" and

GIVEN THAT that Article III Section 5 of the Bylaws provides in applicable part that, "The Board of Directors shall have the power to, and shall be responsible for ... (f) Making and amending Rules and Regulations respecting the use and enjoyment of the Condominium in accordance with these Bylaws;" and

GIVEN THAT the Board deems it necessary to create a document to contain those rules and regulations and other policies and procedures relative to the Association and to establish procedures for adopting such;

NOW THEREFORE, the Board resolves that it shall, and hereby does, establish and maintain a Book of Resolutions which shall be an orderly record of the four types of resolutions adopted by the Board, or as applicable, the Standards Committee, specifically Policy Resolutions, Administrative Resolutions, Special Resolutions and General Resolutions, as described below.

I. CLASSIFICATION OF RESOLUTIONS

A. "Policy Resolutions" mean and refer to those resolutions adopted by the Board that relate to the regulation of Members' rights and obligations in furtherance of the Founding Documents, including but not limited to all rules and regulations. Policy Resolutions shall be recorded in Part One of the Book of Resolutions and in the Minute Book of the Association. Policy Resolutions, excluding the Resolutions Action Record page for each Resolution will also be included in resale packages.

B. "Administrative Resolutions" mean and refer to those resolutions adopted by the Board dealing with administrative procedures and the internal operation and structure of the Association, including but not limited to committee charters, financial procedures, etc. Administrative Resolutions shall be recorded in Part Two of the Book of Resolutions and in the Minute Book of the Association.

C. "Special Resolutions" mean and refer to those resolutions adopted by the Standards Committee or the Board on cases involving questions of compliance by a Member with the provisions of the Governing Documents or interpretations of provisions of the Governing Documents. Special Resolutions shall be recorded in Part Three of the Book of Resolutions and in the Minute Book of the Association.

D. "General Resolutions" mean and refer to those resolutions adopted by the Board that represent simple one-time actions such as budget adoption, commendations, approval of unbudgeted expenditures, etc. General Resolutions shall be recorded in Part Four of the Book of Resolutions and in the Minute Book of the Association.

II. DEFINITIONS

This Resolution hereby incorporates by reference all of the definitions contained in Article 1 of the Declaration. Additionally, the following definitions shall apply to this Book of Resolutions:

A. "Association" means and refers to The Residences at Market Square East, a Condominium. Wherever in this Book of Resolutions reference is made to the Association, such reference shall include the Association and the managing agent when the managing agent is acting on behalf of the Association.

B. "Board" means and refers to the Board of Directors of the Association.

C. "Complaint" means an allegation of a violation of the Governing Documents.

D. "Declaration" means and refers to the Declaration of The Residences at Market Square East, a Condominium and all recorded amendments.

E. "Founding Documents" means and refers collectively to the Public Offering Statement, the Declaration of Covenants and Easements, the Declaration, and the Bylaws for the Association and all amendments to those documents.

F. "Governing Documents" means and refers collectively to the Founding Documents plus this Book of Resolutions and all amendments to it.

G. Where the context so requires, the terms "Members" or "Owners" means and refers to Unit Owners and shall include members of their family, guests, tenants, and invitees.

III. BOOK OF RESOLUTIONS FORMAT

The Book of Resolutions shall consist of four parts: one for Policy Resolutions, one for Administrative Resolutions, one for Special Resolutions, and one for General Resolutions, such resolutions to be arranged in each Part in the order of their adoption.

IV. FORMAT OF RESOLUTIONS

The format of resolutions shall be consistent with the sample format shown on Exhibit "A" to this Resolution. More specifically, the Board or, as applicable, the Standards Committee shall, for each resolution adopted, identify with specific citations from the Declaration and other Founding Documents its authority to make that specific decision or take that specific action; its purpose, or identification of what it intends to accomplish by adopting the resolution; the scope of whom is affected by the resolution (except that if no scope is identified, the resolution shall be deemed to apply to all Members); and the specifications, or how the policy is to be implemented.

V. RESPONSIBILITY

- A. The Board Secretary shall be responsible for:
1. Assuring that Board decisions are put into the appropriate resolution format;
 2. Maintaining the Book of Resolutions;
 3. Providing notice as required to the Members of any changes or additions to the Book of Resolutions;

4. Placing on the Board meeting agenda for review and consideration any resolutions due to expire at least two months prior to the expiration date; and
5. Reviewing all proposed resolutions for consistency with the Founding Documents and previously adopted resolutions.

B. The Board shall periodically have the resolutions reviewed by legal counsel for consistency with the Founding Documents and previously adopted resolutions.

VI. INSPECTION

An up-to-date and fully executed copy of the Book of Resolutions shall be made available for inspection by any Member or representative of one of the projects's lenders, upon request, during normal business hours or such other hours as are convenient to the majority of the Members as established by the Board.

VII. CONFLICTS

Where the Book of Resolutions conflicts with public laws or the Founding Documents, public law or the Founding Documents shall control.

VIII. EFFECT ON RULES AND REGULATIONS

The Policy Resolutions contained in this Book of Resolutions shall supercede and replace all previously - existing Rules and Regulations.

IX. SEVERABILITY

The invalidity of any part of the Book of Resolutions shall not impair or affect in any manner the validity, enforceability or effect of the balance of the Book of Resolutions.

X. COMPLIANCE

All Unit Owners, members of their families, guests, tenants, and invitees shall comply with the provisions of the Book of Resolutions.

XI. ENFORCEMENT

The Association, Declarant, any successor Declarant, or any Member shall have the right to enforce, by the means set forth in the Book of Resolutions or by any proceeding at law or in equity, all provisions of the Book of Resolutions. Failure by the Association, Declarant or any Member to enforce any provision of the Book of Resolutions shall not be deemed a waiver of the right to enforce any provision at a later time. A waiver of such rights shall be effective only pursuant to a written instrument approved by the Board or Standards Committee specifically stating the provision being waived and the reasons for the waiver.

XII. VIOLATION AND NUISANCE

Every violation of any provision of this Book of Resolutions, whether by act or omission, shall be deemed a nuisance and may be enjoined or abated by the Declarant, the Association or any Member.

XIII. VIOLATION OF LAW

Any violation of any state, municipal, or local law or ordinance or regulation pertaining to the ownership, occupancy or use of any of the Property is hereby declared to be a violation of this Book of Resolutions and is subject to any or all of the enforcement procedures set forth in the Governing Documents. This shall not preclude the use of remedies available at law or in equity, nor shall this provision be deemed a usurpation of the powers or authorities of those governmental jurisdictions.

XIV. REMEDIES CUMULATIVE

Each remedy set forth in this Book of Resolutions shall be in addition to all other remedies available at law or in equity, and all such remedies, whether or not set forth in this Book of Resolutions, shall be cumulative and not exclusive.

XV. REFERENCE OF PRONOUNS

All pronouns and any variations of them shall be deemed to refer to the masculine, feminine, neuter, singular and plural as the identity of the person or persons or entities may require.

XVI. METHOD OF ADOPTION

All resolutions shall contain an indication of whether they were adopted at a regular or special meeting of the Board, or by written consent, as well as the date of the adoption.

XVII. AMENDMENT

The Association reserves the right to alter, amend, modify, repeal or revoke any provisions set forth in this Book of Resolutions at any time by resolution of the Association or the Board.

THE RESIDENCES AT MARKET SQUARE EAST, A CONDOMINIUM
RESOLUTIONS ACTION RECORD

Resolution Type Policy No. 1

Pertaining to: procedures relative to the Book of Resolutions

Duly adopted at a meeting of the Board of Directors of the Residences at Market Square East, a Condominium, held _____, 199__.

Motion by: _____ Seconded by: _____

OFFICER

VOTE:

YES NO ABSTAIN ABSENT

_____, Director	_____	_____	_____	_____
_____, Director	_____	_____	_____	_____
_____, Director	_____	_____	_____	_____
_____, Director	_____	_____	_____	_____
_____, Director	_____	_____	_____	_____

ATTEST:

Secretary

Date

FILE:

Book of Minutes - 199__
Book of Resolutions:

	Book No.	Page No.
I Policy	<u>X</u>	<u>I-1</u>
II Administrative	_____	_____
III Special	_____	_____
IV General	_____	_____
Resolution effective _____,	19 _____.	
Resolution expires _____,	19 _____.	

EXHIBIT "A"

EXAMPLE RESOLUTION FORMAT

THE RESIDENCES AT MARKET SQUARE EAST, A CONDOMINIUM

BOOK OF RESOLUTIONS

(Type of Resolution) RESOLUTION NO. _____

(Descriptive sub-title)

GIVEN THAT (Cite authority from Declaration or other Founding Documents as specific to subject matter as possible); and

GIVEN THAT (Cite purposes resolution is intended to accomplish);

NOW, THEREFORE, the Board of Directors resolves that (cite scope of whom is to be affected by the resolution [the resolution may not be used to discriminate or support arbitrary or capricious action] and cite specification of how the resolution is to be carried out).

(ATTACH RESOLUTIONS ACTION RECORD AS SHOWN ON THE PRECEDING PAGE TO EACH ADOPTED RESOLUTION).

THE RESIDENCES AT MARKET SQUARE EAST, A CONDOMINIUM
POLICY RESOLUTION NO. 2
POLICY RESOLUTIONS

relating to the process of considering and adopting Policy
Resolutions

GIVEN THAT Article III, Section 5 of the Bylaws provides in applicable part that, "The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Condominium and may do all acts and things as are by Section 45-1848 of the Condominium Act, the Declaration of Easements and Covenants or these Bylaws directed or authorized to be done by the Unit Owners' Association;" and

GIVEN THAT that Article III Section 5 of the Bylaws provides in applicable part that, "The Board of Directors shall have the power to, and shall be responsible for ... (f) Making and amending Rules and Regulations respecting the use and enjoyment of the Condominium in accordance with these Bylaws;" and

GIVEN THAT the Board deems it necessary to establish appropriate procedures for adopting and recording Policy Resolutions of the Board;

NOW THEREFORE, the Board resolves that the following procedures for the adoption of Policy Resolutions be, and hereby are, adopted.

I. FIRST READING

The Board member introducing the resolution shall provide the proposed resolution to each Board member at least twenty-four (24)

hours prior to the Board meeting at which it is to be introduced and shall present the proposed resolution at that Board meeting. The proposed resolution shall be set forth in, or attached to, the minutes of the Board meeting. Unless otherwise noted in the minutes, all Board members shall be deemed to be aware of the contents of the resolution by virtue of such prior distribution. If that resolution is not disapproved at that Board meeting, the Board shall proceed as set forth below.

II. PUBLICATION AND COMMENT

The proposed Policy Resolution or a reasonable summary of it shall promptly be printed in the official Association newsletter, or shall be distributed to all Members. Members shall be provided a reasonable opportunity (not less than thirty days) to comment on the proposed Policy Resolution, whether at a hearing, at a Board meeting or via submission of written comments, or any combination thereof, as decided by the Board. The Board shall not take final action on a proposed Policy Resolution until such period for Member comment has ended. The Board may authorize a representative or a committee to conduct the hearing and/or receive the comments.

III. CONSISTENCY

The secretary shall be responsible for reviewing the proposed resolution for consistency with previously-adopted resolutions and shall submit a report at the Board meeting where the Resolution is initially considered or the next Board meeting following introduction

of the Resolution. Legal counsel shall be consulted as to compliance with applicable law and consistency with the Founding Documents.

IV. BOARD ACTION

At a meeting of the Board, to be held not later than thirty (30) days from the closing date for comments, the Board shall take action on the proposed Policy Resolution. To be adopted, the resolution must have the approval of the majority of the directors present at a Board meeting at which a quorum is present. If the resolution is adopted, the Board shall so advertise by providing Members with a copy of either the full resolution or a summary thereof, sufficient that members are informed of any changes in their rights or obligations. An executed copy of the full resolution shall be placed in Part I of the Book of Resolutions.

V. WAIVER

Policy Resolutions adopted by the Board at the Board meetings prior to the election of the Non-Declarant Members to the Board shall not be subject to requirements I, II, and IV above; however, such resolutions shall be explained by the Board or a Board designee to any Board-established resident ad hoc organizational committees existing during that period. The Board shall provide prompt and adequate notice to Members of the existence of such resolutions and their content.

VI. DURATION

Policy Resolutions shall remain in effect for a period of three (3) years from the date of adoption or any subsequent amendment by the Board unless a lesser period is indicated in the resolution, except that Policy Resolutions No. 1 through 4, as they may from time to time be amended, shall remain in effect for the duration of the Declaration. Any resolution due to expire shall be brought before the Board by the secretary for consideration at a meeting at least two months prior to the date of expiration. If, at the meeting when the Policy Resolution is reviewed, there are no proposed amendments of a substantive nature, the Board may re-adopt the resolution with the approval of a majority of the directors present at a meeting at which a quorum is present. If the resolution is not reviewed prior to expiration, the resolution shall remain in effect on a month-to-month basis until reviewed.

VII. AMENDMENT

To substantively amend a Policy Resolution, the Board shall follow the procedures for adoption of a Policy Resolution.

**THE RESIDENCES AT MARKET SQUARE EAST, A CONDOMINIUM
RESOLUTIONS ACTION RECORD**

Resolution Type Policy No. 2

Pertaining to: considering and adopting Policy Resolutions

Duly adopted at a meeting of the Board of Directors of the Residences at Market Square East, a Condominium, held _____, 199__.

Motion by: _____ Seconded by: _____

OFFICER	VOTE:			
	YES	NO	ABSTAIN	ABSENT
_____, Director	_____	_____	_____	_____
_____, Director	_____	_____	_____	_____
_____, Director	_____	_____	_____	_____
_____, Director	_____	_____	_____	_____
_____, Director	_____	_____	_____	_____

ATTEST:

Secretary

Date

FILE:

Book of Minutes - 199__
Book of Resolutions:

	Book No.	Page No.
I Policy	<u>X</u>	<u>I-11</u>
II Administrative	_____	_____
III Special	_____	_____
IV General	_____	_____

Resolution effective _____, 19 ____.

Resolution expires _____, 19 ____.

THE RESIDENCES AT MARKET SQUARE EAST, A CONDOMINIUM
POLICY RESOLUTION NO. 3
ADMINISTRATIVE RESOLUTIONS

relating to the process of considering and adopting
Administrative Resolutions

GIVEN THAT Article III, Section 5 of the Bylaws provides in applicable part that, "The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Condominium and may do all acts and things as are by Section 45-1848 of the Condominium Act, the Declaration of Easements and Covenants or these Bylaws directed or authorized to be done by the Unit Owners' Association;" and

GIVEN THAT that Article III Section 5 of the Bylaws provides in applicable part that, "The Board of Directors shall have the power to, and shall be responsible for ... (f) Making and amending Rules and Regulations respecting the use and enjoyment of the Condominium in accordance with these Bylaws;" and

GIVEN THAT the Board deems it necessary to establish appropriate procedures for adopting and recording Administrative Resolutions of the Board;

NOW THEREFORE, the Board resolves that the following procedures for the adoption of Administrative Resolutions be, and hereby are, adopted.

I. PROCEDURE FOR ADOPTION

The Board member introducing the resolution(s) shall provide the Proposed resolution(s) to each Board member at least twenty-four (24)

hours prior to the Board meeting at which it is to be considered and shall present the proposed Administrative Resolution(s) at the Board meeting. The proposed resolution(s) shall be set forth in, or attached to the minutes of the Board meeting. Unless otherwise noted in the minutes, all Board members shall be deemed to be aware of the contents of the resolution by virtue of such prior distribution. The secretary will review the proposed resolution for consistency with previously adopted resolutions and make a report to the Board. Legal counsel shall be consulted as to compliance with applicable laws and consistency with the Founding Documents. The proposed resolution may be amended and/or adopted by a majority of the directors present at a meeting at which a quorum is present. If the resolution is adopted, it shall be placed in Part II of the Book of Resolutions.

II. DURATION

Administrative Resolutions shall remain in effect for a period of three (3) years from the date of adoption or any subsequent amendment by the Board, unless a lesser period is stated in the resolution. The secretary shall place on the Board agenda consideration of any resolution due to expire at least two months prior to expiration. If the resolution is not reviewed prior to expiration, the resolution shall remain in effect on a month to month basis until reviewed.

II. AMENDMENT

Administrative Resolutions may be amended by a majority of directors present at a Board meeting at which a quorum is present.

**THE RESIDENCES AT MARKET SQUARE EAST, A CONDOMINIUM
RESOLUTIONS ACTION RECORD**

Resolution Type Policy No. 3

Pertaining to: considering and adopting Administrative Resolutions

Duly adopted at a meeting of the Board of Directors of the Residences at Market Square East, a Condominium, held _____, 199__.

Motion by: _____ Seconded by: _____

OFFICER	VOTE:			
	YES	NO	ABSTAIN	ABSENT
_____, Director	_____	_____	_____	_____
_____, Director	_____	_____	_____	_____
_____, Director	_____	_____	_____	_____
_____, Director	_____	_____	_____	_____
_____, Director	_____	_____	_____	_____

ATTEST:

Secretary

Date

FILE:

Book of Minutes - 199__

Book of Resolutions:

	Book No.	Page No.
I Policy	<u>X</u>	<u>I-16</u>
II Administrative	_____	_____
III Special	_____	_____
IV General	_____	_____

Resolution effective _____, 19 ____.

Resolution expires _____, 19 ____.

**THE RESIDENCES AT MARKET SQUARE EAST, A CONDOMINIUM
POLICY RESOLUTION NO. 4
SPECIAL RESOLUTIONS**

relating to due process procedures

GIVEN THAT Article III, Section 5 of the Bylaws provides in applicable part that, "The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Condominium and may do all acts and things as are by Section 45-1848 of the Condominium Act, the Declaration, the Declaration of Easements and Covenants or these Bylaws directed or authorized to be done by the Unit Owners' Association;" and

GIVEN THAT that Article III Section 5 of the Bylaws provides in applicable part that, "The Board of Directors shall have the power to, and shall be responsible for ... (f) Making and amending Rules and Regulations respecting the use and enjoyment of the Condominium in accordance with these Bylaws;" and

GIVEN THAT, for the benefit and protection of the Association and of the individual Members, the Board deems it necessary and desirable to establish and operate by a procedure to assure due process in cases where there is a question of compliance by a Member with the provisions of the Governing Documents, thereby attempting to minimize the necessity of seeking action in or through a court of law or equity; and

GIVEN THAT, pursuant to Article III, Section 22 of the Bylaws, the Board has established or intends to establish a Standards Committee which may serve, in addition to the Board, to monitor appearance and use of the Property, enforce the Governing Documents, issue cease and desist requests, and provide interpretations of the Governing Documents subject to the provisions of Administrative Resolution No. 3; and

GIVEN THAT, it is the intent of the Board to establish procedures for the Board or the Standards Committee where either must take action relative to questions of compliance by an individual with the provisions of the Governing Documents or where the Standards Committee is called upon to issue an interpretive ruling;

NOW, THEREFORE, the Board resolves that the following procedures for Special Resolutions be, and hereby are, adopted:

I. VIOLATIONS OF THE GOVERNING DOCUMENTS

A. Actions Prior to Initiation of Formal Special Resolutions Process. Any Member, Board member or officer, or agent of the Association has the authority to request that a Member cease or correct any act or omission which appears to be in violation of any provision of the Governing Documents. Such informal requests shall generally be made before the formal process will be initiated.

The Association may make initial attempts to secure compliance through correspondence to the Member which states the time, date, place and nature of the violation and which sets forth the time period in which the violation must be corrected. Copies of such correspondence shall be maintained in the Association files, and a copy may be sent to counsel for the Association.

In the case of disputes between Members regarding activities within a dwelling unit, the Association will generally not become involved in the dispute or act on a complaint unless there are two or more complaining parties.

B. Written Complaint. If the actions described above prove unsuccessful, the Special Resolutions Process shall be initiated upon the filing of a written Complaint by any Member, officer, director or agent of the Association with the Standards Committee (if one has been established) or the Board of Directors or its designee (if no Standards Committee has been established). The Complaint

shall constitute a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which the Member is charged, so that the Member can prepare a defense. The Complaint shall specify the specific provisions of the Governing Documents which the Member is alleged to have violated, but shall not consist merely of charges phrased in the language of such provisions without supporting facts. The Complaint shall be as specific as possible as to time(s), date(s), place(s), and person(s) involved.

C. Preliminary Investigation. Upon receipt and consideration of the written Complaint, the Board or Standards Committee may request one of its members to make a preliminary investigation as to the validity of the Complaint and promptly report the findings to the Board or Standards Committee. If conditions have been corrected since the Complaint was made, or if the Complaint is for any reason no longer valid, the Board or Standards Committee shall determine the appropriate disposition of the matter and respond in writing to the Complainant. If preliminary investigation indicates the need for further action, and if the Board has not previously established a Standards Committee, then the Board shall establish at least an ad hoc Standards Committee consisting of persons other than Board members which shall proceed as appropriate with the steps set forth below. Standards Committee members need not be members of the Association.

D. Service of Complaint. If preliminary investigation indicates further action is necessary, the Standards Committee shall serve a copy of the Complaint on the Member so charged by either of the following means: (1) personal service or (2) certified mail, return receipt requested, and addressed to the Member at the address appearing on the books of the Association. Service by mailing shall be deemed effective two (2) days after such mailing in a regular depository of the United States mail. The Complaint shall be accompanied by a postcard or other written form as described in Section F below entitled "Notice of Defense." No order adversely affecting the rights of the Member may be in any case, unless the Member has been served in this manner.

E. Notice of Hearing. Along with service of the Complaint, the Standards Committee shall serve a Notice of Hearing, as provided in this section, on all parties at least fifteen (15) days prior to the hearing. The Notice of Hearing shall be substantially in the following form but may include other information:

"You are hereby notified that a hearing will be held before the Standards Committee at _____ (location) on the _____ day of _____, 19____, at the hour of _____, regarding the charges made in the attached Complaint. You may be present at the hearing, may but need not be represented by counsel, may present any relevant evidence in your own defense, and you will be given full opportunity to question any persons testifying against you. You are entitled to request the attendance of witnesses and the production of documents or written materials by applying to the Board of Directors of the Association."

If any parties can promptly show good cause as to why they cannot attend the hearing on the set date and indicate alternate dates and times they would be available, the Standards Committee may reset the time and date.

F. Notice of Defense. The Complaint and Notice of Hearing shall be accompanied by a Notice of Defense. The Notice of Defense shall state that the Member charged may:

1. Attend the hearing before the Standards Committee as provided in this Resolution;
2. Object to the Complaint on the grounds that it does not state the acts or omissions upon which the Standards Committee may proceed;
3. Object to the Complaint on the grounds that it is so indefinite or uncertain that the Member cannot identify the violating behavior or prepare a proper defense; or
4. Admit to the Complaint in whole or in part. In such a case, the Standards Committee shall determine the appropriate action and/or penalty, if any.

Any objections to the form or substance of the Complaint shall be considered by the Standards Committee within ten (10) days of their receipt. The Standards Committee shall make its determination and notify all parties within the ten (10) day period. If the Complaint is found insufficient, the Complainant shall have seven (7) days within which to amend the complaint to make it sufficient. The same procedure as set forth above shall be followed with regard to any amended or supplemental

Complaint. If it is determined by the Standards Committee that the Complaint is still insufficient, then the Standards Committee may dismiss the matter.

G. Cease and Desist Request. The Standards Committee may, at its own discretion, issue a Cease and Desist Request along with the Complaint, Notice of Hearing, and Notice of Defense. The Cease and Desist Request shall be substantially in the following form:

"The Standards Committee has received the attached Complaint."

"The Standards Committee hereby requests that you CEASE AND DESIST until such time, if any, as a ruling of the Standards Committee, Board of Directors, or court of law permits."

"Failure to comply with this request may result in the imposition of a penalty greater than that which would be imposed for a single violation."

H. Amended or Supplemental Complaints. At any time prior to the hearing date, the Standards Committee may file or permit the filing of an amended or supplemental Complaint. All parties shall be notified of the amended or supplemental Complaint in the same manner as that for the initial Complaint. If the amended or supplemental Complaint presents new charges, the Standards Committee shall give the Member a reasonable opportunity to prepare a proper defense to those new charges.

I. Discovery. Upon written request to the other party, made prior to the hearing and within ten (10) days after service of the Complaint by the Standards Committee or within (10) days after service of any amended or supplemental Complaint, either party is entitled to: (1) obtain the names and addresses of witnesses, to the extent known to the other party; and (2) inspect and make a copy of any statements, writings and investigate reports relative to the subject matter of the hearing. Nothing in this Section, however, shall authorize the inspection or copying of any writing or thing which is privileged from disclosure by law or otherwise made confidential or protected as an attorney's work product. Any party claiming his request for discovery has not been complied with shall submit a written request for discovery to the Board. The Board shall make a determination and issue a written order setting forth the matters or parts thereof which the petitioner is entitled to discover.

J. Written Statements. At any time ten (10) or more days prior to the hearing or a continued hearing, any party shall mail or deliver to the opposing party(ies) a copy of any sworn statement that party proposed to introduce in evidence. Unless the opposing party, within seven (7) days after such mailing or delivery, mails or delivers to the proponent a request to question the statement's author, his right to question such author is waived and the sworn statement, if introduced in evidence, shall be given the same effect as if the author had testified orally. If an opportunity to question the statement's author is not afforded after such a request for such is made, the statement may be introduced in evidence, but shall be given only the same effect as hearsay evidence.

K. Constraints on the Standards Committee. Each member of the Standards Committee shall make a determination as to whether that member is able to function in a disinterested and objective manner in consideration of the case before the Standards Committee. Any member incapable of such objective consideration of the case shall disclose such to the Committee and shall become inactive during the proceedings and have it so recorded in the minutes. The Board president shall appoint a temporary replacement to serve for the duration of consideration of the case before the Standards Committee. Any member of the Standards Committee has the right to challenge any other member as to whether they have a conflict of interest in the matter.

Prior to the hearing, the Complainant or Member charged may challenge any member of the Standards Committee for cause. In the event of such a challenge, the Board shall meet within fifteen (15) days to determine the sufficiency of the challenge. If the Board sustains the challenge, the Board president shall at that time appoint another person to replace the challenged member of the Standards Committee. All decisions of the Board in this regard shall be final.

L. Hearing.

1. The Standards Committee shall select a person to serve as hearing officer and preside over the hearing. Such hearing officer need not be a Member or a member of the Standards

Committee. At the beginning of the hearing, the hearing officer shall explain the rules and procedures by which the hearing is to be conducted. The Standards Committee may determine the specific manner in which the hearing will be conducted, so long as the rights set forth in this section are protected. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Generally, any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious matters regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding.

2. The Complainant must attend the hearing. At the request of either Complainant or the Member charged, the Standards Committee may agree to conduct the hearing in private session.

3. Both the Complainant and the Member charged shall have a right to, but may waive, any of the following:

- a. make an opening statement
- b. introduce evidence, testimony, and witnesses
- c. question opposing witnesses
- d. make a closing statement

Even if the Complainant or the Member charged elects not to make a statement or present any testimony, each may still be called and questioned by the other, the hearing officer or a Standards Committee member.

4. If the Standards Committee has commenced the hearing process and a member of the Standards Committee withdraws for any reason prior to a final determination, the remaining

members shall continue to hear the case and the Board president shall name a replacement for the withdrawing member.

5. Oral evidence shall be taken only on oath or affirmation administered by the hearing officer.

M. Standards Committee Decision. The Standards Committee decision may issue an oral preliminary decision summarizing the findings and basic decision at the conclusion of the hearing. A complete written decision shall be issued within ten (10) days of the conclusion of the hearing. The written decision shall summarize the issue(s), summarize the arguments presented (including referencing any evidence or testimony deemed pertinent by the Standards Committee and useful as a guide to future decisions), identify the provisions of the Governing Documents considered by the Standards Committee in reaching its decision, and state the decision with supporting statements or citations from the Governing Documents. The decision may require that a violation be ceased or corrected and may impose a charge for the cost to the Association of enforcing the provision or of restoring the property to its condition prior to the violation, or a fine for the violation in accordance with Article X, Section 6 of the Bylaws. If the decision is not unanimous, a written minority report shall also be prepared. Copies of the decision shall be issued to the parties involved and included in Part III of the Book of Resolutions. A summary of the decision, without identifying names and addresses, shall be included in the Association newsletter or otherwise distributed to the Members.

N. Suspension of Privileges. Disciplinary action imposed by the Standards Committee may include suspending or conditioning the Member's right to vote or use the recreational facilities. For any non-continuing infraction, such suspension shall not exceed ninety (90) days. For a continuing infraction (including nonpayment of any assessment after the same becomes delinquent), suspension may be imposed for so long as the violation continues.

II. INTERPRETIVE RULINGS

A. Purpose of Rulings. Rulings of the Standards Committee may serve to (1) clarify the intent of the provisions of the Founding Documents or Book of Resolutions, or (2) decide whether a rule or regulation was duly adopted. The purpose is not to amend, expand, or limit the provisions of the Governing Documents, although the Standards Committee may, in the statements accompanying the ruling, propose such amendments, expansions, or limits.

B. Petitions.

1. Any Member, officer, director or agent of the Association may petition the Standards Committee for an interpretive ruling by filing a petition directed to the Standards Committee at the address specified by the Board. The Standards Committee may also issue an interpretive ruling on its own initiative as part of a decision on a case before it.

2. The petition must be legibly written in substantially the following form:

"The party(ies) below request the Standards Committee to issue an interpretive ruling on the following provisions of the Governing Documents of the Association:"

The issue in question is:

Response should be sent to:

3. If the Standards Committee is not established when the petition is received, the Board shall establish or activate the Standards Committee to issue the ruling.

C. Decisions. To be effective a decision of the Standards Committee shall be a majority vote. The written decision shall normally be issued within forty-five (45) days of receipt of the request unless the ruling is requested as part of consideration of a case before the Standards Committee, in which case the ruling shall be issued within ten (10) days after the request has been received. The decision

shall be written and accompanied by both the majority and minority opinions, if any. Copies of the decision shall be distributed to the party(ies) who requested the ruling and included in Part III of the Book of Resolutions. The decision shall state the Standards Committee's authority to make a ruling and the basis of the decision. A summary of the decision shall be included in the Association newsletter or otherwise distributed to the Members.

III. APPEALS

A. Rights of Members. The Complainant or Member charged, or applicant, as appropriate, may appeal a decision of the Standards Committee to the Board, provided that all subordinate avenues of resolution, as provided in this Resolution, have been pursued. The Board may make a preliminary review of the circumstances and materials relative to the case and make a determination as to whether it will hear the appeal. The Board may, on the basis of that preliminary review, elect not to hear the appeal, in which case the Board will so inform the appealing party in writing and the Standards Committee decision will stand.

In the case of Standards Committee design review functions, no applicant may appeal a design decision unless and until applicant has re-submitted an application for reconsideration in accordance with the requirements of Policy Resolution No. 5, "Design Review Guidelines and Procedures" and been denied on reconsideration.

B. Appeals Petitions. Appeals petitions must be legibly written and submitted to the Board in substantially the following form:

"(I) (We), _____, hereby petition the Board of Directors to hear an appeal of the decision of the Standards Committee on (Application) (Case) No. _____. (I) (We) further understand that, within the Association, the decision of the Board of Directors on this issue is final."

C. Notice of Hearing. Notice of Hearing shall be as in Section I-E of this Resolution except that it is served by the Board of Directors.

D. Procedures. All of the rights and procedures enabled in Part I of this Resolution shall apply to appeals with the substitution of the words "Board of Directors" wherever the words "Standards Committee" appear.

E. Effect of Decision. The Board may uphold the Standards Committee decision in its entirety, or may modify, or reverse such decision.

F. Further Action. A Member must exhaust all available remedies of the Association prescribed by this Resolution before that Member may resort to a court of law or equity for relief with respect to any alleged violation of the Governing Documents. This limitation pertaining to exhausting administrative remedies shall not apply to the Board.

IV. CONSTRUCTION

This Resolution is intended to serve as a protection to Members to assure that their due process rights are protected in an adversary proceeding, and to serve as a guide for the Standards Committee and the Board as those bodies carry out their duties to enforce the Governing Documents.

The Standards Committee or the Board of Directors, as appropriate, may determine the specific manner in which the provisions of this Resolution are to be implemented in consideration of each case before it, provided that due process is protected.

Any inadvertent omission or failure to conduct an adversary proceeding in exact conformance with this Resolution shall not invalidate the results of that proceeding, so long as a prudent and reasonable attempt has been made to assure due process according to the general steps set forth in this Resolution.

"Due process," as used in this Resolution, refers to the following basic rights:

- A. The charges shall be provided in writing to the Member charged.
- B. A hearing shall be held at which the Complainant, the Member charged, and witnesses may appear and be cross-examined and at which evidence may be introduced.
- C. An opportunity to appeal shall be available.
- D. Basic principles of fairness shall be applied.

THE RESIDENCES AT MARKET SQUARE EAST, A CONDOMINIUM RESOLUTIONS ACTION RECORD

Resolution Type Policy No. 4

Pertaining to: due process procedures

Duly adopted at a meeting of the Board of Directors of The Residences at Market Square East, a Condominium, held _____, 199__.

Motion by: _____ Seconded by: _____

OFFICER/DIRECTOR	VOTE:	YES	NO	ABSTAIN	ABSENT
_____, President	_____	_____	_____	_____	_____
_____, Vice President	_____	_____	_____	_____	_____
_____, Treasurer	_____	_____	_____	_____	_____
_____, Secretary	_____	_____	_____	_____	_____
_____, Director	_____	_____	_____	_____	_____

ATTEST:

Secretary

Date

FILE:

Book of Minutes- 19__

Book of Resolutions:

Book No.

Page No.

Policy

Administrative

Special

General

Resolution effective _____, 19__. Resolution expires _____, 19__.

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FOR ASSOCIATION USE ONLY

Received: _____

Application No.: _____

Action:

Approved: _____

Disapproved: _____

Stipulations and conditions:

EXHIBIT "B"
TO
POLICY RESOLUTION NO. 5
ALTERATION AGREEMENT

This ALTERATION AGREEMENT made as of this _____ day of _____, 199____, is by and between The Residences at Market Square East, a Condominium ("Association") and _____ ("Owner").

Owner owns Unit No. _____ in The Residences at Market Square, a Condominium. Owner's Unit is legally described on Exhibit A hereto. Owner wishes to perform certain additions/alterations as shown on the plans attached hereto as Exhibit B (the "Alteration").

In consideration of the Association's approval, Owner hereby confirms and agrees that Owner shall, at Owner's sole cost and expense: (i) cause the Alteration to be expeditiously installed, in a good and workmanlike manner, by a contractor approved by the Association; (ii) maintain the Alteration in good condition and repair, (iii) comply with such rules and regulations as the Association may from time to time promulgate regarding the maintenance of improvements such as the Alteration, and (iv) indemnify and hold the Standards Committee, Board of Directors, Association, Managing Agent, and Developer harmless from all costs, expenses and liability arising out of or in connection with the Alteration approved hereby. If Owner fails to maintain such Alteration as required herein, Association shall be entitled to make any repairs which Owner fails to make in a timely fashion and the entire cost thereof shall be paid by Owner and shall be specifically assessed to and a lien against the Unit.

ASSOCIATION:

By: _____
President, Board of Directors

OWNER(S):

STATE OF _____

COUNTY OF _____

I certify that I know or have satisfactory evidence that _____ and _____ signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledge it as the _____ and _____ Association to be the free and voluntary act of such party of the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public

My appointment expires _____

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**THE RESIDENCES AT MARKET SQUARE EAST,
A CONDOMINIUM
RESOLUTIONS ACTION RECORD**

Resolution Type Policy No. 5

Pertaining to: changes to dwelling units and the property

Duly adopted at a meeting of the Board of Directors of The Residences at Market Square East, a Condominium held _____, 199__.

Motion by: _____ Seconded by: _____

OFFICER/DIRECTOR	YES	NO	ABSTAIN	ABSENT
_____, President	___	___	___	___
_____, Vice President	___	___	___	___
_____, Treasurer	___	___	___	___
_____, Secretary	___	___	___	___
_____, Director	___	___	___	___

ATTEST:

Secretary

Date

FILE:

Book of Minutes- 19__

Book of Resolutions:

Book No.

Page No.

Policy

Administrative

Special

General

Resolution effective _____, 19__. Resolution expires _____, 19__.

THE RESIDENCES AT MARKET SQUARE EAST,
A CONDOMINIUM
POLICY RESOLUTION NO. 5
DESIGN GUIDELINES AND REVIEW PROCEDURES

relating to changes to dwelling units and the property

GIVEN THAT Article VI, Section 3(b) of the Bylaws provides in applicable part that, "No Unit Owner shall make any addition, alteration or improvement in or to his or her Unit which will or may impair the structural integrity or mechanical, electrical or plumbing systems of the Building or Residential Section of the Condominium..." and, "No Unit Owner shall make any addition, alteration or improvement, or shall change the appearance of the Common Elements or the exterior appearance of any Unit or Limited Common Element without the prior written consent of the Board of Directors;" and

GIVEN THAT the Board deems it necessary and desirable and in the interest of the Association and its Members to establish guidelines and procedures for Members wishing to make changes to the Property or their dwelling units;

NOW, THEREFORE, the Board resolves that the following guidelines and procedures be, and hereby are, adopted:

I. GENERAL

- A. No exterior (i.e., outside a unit) alteration or addition may be made without prior application to and approval of the Standards Committee or the Board of Directors as appropriate, except as noted in this Resolution.
- B. The interior unit changes identified in this Resolution also require approval.
- C. Certain changes and additions are prohibited by this Resolution.
- D. All owners are responsible for assuring that changes and additions are made only in accordance with the applicable codes and ordinances and the provisions of this Resolution and the Bylaws.
- E. These guidelines were carefully designed for the general good of the entire community. Individual requests for exceptions will be considered upon proper application to the Standards Committee and may be granted in special instances.

II. DECORATING GUIDELINES

A. Painting, Wallpapering, Decorating

Painting, wallpapering and decorating (which does not involve any plumbing, electrical system or structural change) within a unit's boundaries as defined in Article 5(a) of the Declaration does not require Standards Committee approval. Such painting, wallpapering and

decorating is not covered by the Association's insurance coverage and should, therefore, be insured by the unit owner as betterments and improvements.

Painting, wallpapering and decorating of the common elements by a unit owner is not permitted, and any applications for such will be denied.

B. Additional Appliances

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

C. Unit Entry Doors: Doorbells, Knockers, Handles, Locks

With the exception of locks, changes or additions to the unit entry doors as originally delivered are not permitted, and any applications for such will be denied. (Existing language.)

(Amended text.)

With the exception of locks, changes or additions to the entry doors as originally delivered are not permitted, except as indicated below:

- a. A brass doorknocker of uniform type centered on the middle vertical raised panel of the unit door with the top point of the doorknocker placed 1 1/4 inches below the peephole.*
- b. A doorbell no greater than 1/2 inches in diameter surrounded by a brass-metal decorative ring flush-mounted on the doorframe 48" from the floor.*

Installation of additional hardware or changes to the original locks requires the prior approval of the Standards Committee.

Any security system which is visible from the hallway requires the prior approval of the Standards Committee.

Reasonable seasonal decorations are permitted on the outside of entry doors without necessity of application as long as they are tasteful and timely for the season and meet the following criteria:

1. The decorations are on the door only and do not unduly protrude into the corridor.
2. The decorations do not make any sound.
3. The decorations are not attached in such a way as to mar the finish on the door.

Door frames: Traditional religious symbols of an unobtrusive nature may be placed only on the inside of the door frame to a unit, provided they do not extend beyond the frame and do not exceed seven inches (7") in length.

Repainting the interior unit side of entry doors is permitted without Standards Committee approval. Repainting of the corridor side of entry doors is a maintenance responsibility of the Association; therefore, repainting of the corridor side of entry doors by owners or occupants is prohibited.

D. Unit Floors

To reduce sound transmission between units, in units above other units, carpeting and appropriate padding must cover at least eighty percent (80%) of all floor surface except foyers, closets, kitchens and bathrooms.

E. Balcony/Terrace Areas

1. Nothing shall be dropped, thrown or swept from the balconies.
2. Painting of the balcony or terrace floor, ceiling, railing or any other part thereof is also prohibited.
3. The following items are prohibited on balcony/terrace areas:
 - a. Bird feeders or statuaries;
 - b. Aerials or antennas;
 - c. Clothing for airing or drying;
 - d. Furnishings or other items which may be pushed or blown off the balcony/terrace;
 - e. Bicycles and tires and the storage of any other items;
 - f. Screens, blinds, shutters, or enclosures;
 - g. Cooking and cooking devices;
 - h. Major appliances or other mechanical devices or equipment;
 - i. Hangers installed in the slab above;
 - j. Storage containers;
 - k. Awnings or window guards.
4. Absorbent floorcoverings (such as outdoor carpet or rugs) may not be installed as such retain moisture that contributes to the deterioration of concrete slabs. Permanently installed non-absorbent floorcoverings such as outdoor tile require prior application to and approval of the Standards Committee.
5. Planters or flower boxes shall not exceed the height of the balcony railing.

F. Signs

No sign of any character shall be erected, posted or displayed upon, in, or from any unit, common element or limited common element by any unit owner.

III. CONSTRUCTION GUIDELINES

A. Electrical Wiring

If a change to the electrical wiring in a Unit does not affect another unit or the common elements, Standards Committee approval is not required; provided, however, that any necessary District of Columbia permits, must be obtained by applicant, with a copy provided to the Managing Agent.

If a proposed change to the electrical wiring in a unit would affect another unit or the common elements, or increase the load on the electrical system of the building, the unit owner must seek and obtain prior approval of the Standards Committee.

In addition to the information required on the attached application, the application shall also contain the following:

1. A diagram of the existing wiring system;
2. A diagram of the proposed wiring system;
3. The existing electrical load of the Unit;
4. The electrical load under the proposed system;
5. A statement as to whether other unit(s) or common elements would be affected by the change and description of how other unit(s) or common elements would be affected;
6. Identification of the person or firm to perform the work and a statement of their qualifications;
7. A time schedule for beginning and completing the proposed change;
8. A copy of all applicable permits.

Approval may be denied for any of the following reasons:

1. Incomplete or unclear application, in which case it will be returned to applicant with appropriate instructions for re-application;
2. Determination as to whether to change would significantly increase common element electrical consumption or adversely affect the building circuits;

3. Other unit(s) or common elements would be adversely affected by the proposed change;
4. Other reasons stated and supported by the Standards Committee; or
5. Failure of the unit owner to obtain permits as required.

The Association shall have no responsibility for any damage to person(s) or property resulting from or related to any change in wiring from that originally installed, whether or not such change has the approval of the Standards Committee or the Board of Directors, since neither the Committee nor the Board can control quality of workmanship relative to the change, or errors or omissions of pertinent information on the application.

B. Plumbing

If a change to the plumbing system of a unit does not affect another unit or the common elements or increase the water consumption of that unit, approval of the Standards Committee is not required; provided, however, that any necessary District of Columbia permits must be obtained by applicant with a copy provided to the Managing Agent.

If the proposed change to the plumbing system of a unit would affect another unit or the common elements or increase the water consumption of the unit, the unit owner must seek and obtain prior approval of the Standards Committee.

In addition to the information required on the application, the application shall also contain the following:

1. A diagram of the existing plumbing system;
2. A diagram of the proposed plumbing system;
3. The water consumption under the existing system;
4. The water consumption under the proposed system;
5. A statement as to whether other unit(s) or the common elements would be affected by the change and a description of how other unit(s) would be affected.
6. Identification of the person or firm to perform the work and a statement of their qualification;
7. A time schedule for beginning and completing the proposed change;
8. A copy of all applicable permits.

Approval may be denied for any of the following reasons:

1. Incomplete or unclear application, in which case it will be returned to applicant with appropriate instructions for re-application;

2. Determination that the change would significantly increase water consumption;
3. Other unit(s) or the common elements would be adversely affected by the proposed change;
4. Other reasons stated and supported by the Standards Committee; or
5. Failure of the unit owner to obtain permits as required.

The Association shall have no responsibility for any damage to person(s) or property resulting from or related to any change in plumbing from that originally installed, whether or not such change has the approval of the Standards Committee or the Board of Directors, since neither the Committee nor the Board can control quality of workmanship relative to the change, or errors or omissions of pertinent information on the application.

C. Relocation of Unit Boundaries Between Adjoining Units

Pursuant to Article 9 of the Declaration and the provisions of Section 45-1834(b), 45-1835, and 45-1836 of the Condominium Act, unit owners may relocate unit boundaries between adjoining units subject to the following provisions.

Applications for relocation of unit boundaries are to be submitted to the Board of Directors and approved prior to any change. Application must be made jointly by the unit owners involved. Written approval of the units' mortgagees, if any, of the proposed relocation of unit boundaries or subdivisions must be attached to the application.

While the Board may not unreasonably withhold approval of the proposed relocation, it may require that such relocation meet the following requirements. The application must contain:

1. A diagram of existing unit boundaries;
2. A diagram of proposed unit boundaries;
3. The proposed reallocation as between the units involved of the aggregate percentage interests in the Common Elements appurtenant to those units;
4. The proposed reallocation as between the involved units of the aggregate number of votes in the Unit Owners Association allocated to those units;
5. Identification of the person or firm under contract to perform construction relative to boundary relocation and a statement of their qualifications;
6. A time schedule for construction and/or demolition of walls and other necessary alterations;
7. The name and address of applicants' counsel; and
8. A copy of all applicable permits.

Any new walls must, at a minimum, meet the standards of original construction or current building codes if such exceed the standards of original construction. Applicants assume responsibility for all costs related to a relocation of boundaries. These costs include but are not necessarily limited to costs of filing amendments to the Declaration, Bylaws and Plats and Plans, including legal fees related thereto; and certifications by a registered land surveyor and a registered architect or engineer. Such costs shall be divided between or among applicants as they agree in writing among themselves.

At all times, unit owners and occupants involved must comply with the provisions of Article VI, Section 3(b) of the Bylaws, concerning additions, alterations, and improvements.

D. Subdivision of Units

Pursuant to Section 45-1834 of the Condominium Act and Article 9 of the Declaration, unit owners may subdivide units, subject to the following provisions. Any proposed subdivision must be approved by the District of Columbia prior to application to the Board. Applications for subdivisions of a unit must be submitted to the Board of Directors and approved prior to any subdivision. Where such unit subdivision involves the unit owners of more than one unit, application must be made jointly by all unit owners involved.

E. Combined Units

Pursuant to Article 9 of the Declaration, "Subject to the provisions of the Section of this Declaration captioned 'Consent of Mortgagees,' any Unit may be subdivided or the boundaries thereof relocated if such action shall have been approved in writing by all affected Unit Owners, all Mortgagees of the Units involved, and the Board of Directors."

Written application for such a change must be made to and approved by the Board of Directors prior to commencement of work. Construction and/or demolition of dividing partitions must be done in such a way as to not unreasonably disturb or interfere with other residents. Responsibility for removal of any debris, including cost, if any, shall be borne by applicant.

IV. REQUEST FOR REVIEW PROCEDURES

A. Requirements for All Applicants

1. Each unit owner shall submit his proposal for an addition, alteration or improvement to his unit in writing, using a Design Review Application. The proposal shall contain a description of the project including, as applicable, the nature of the project and details on the height, width, length, size, shape, color, materials and location of the proposed improvement. Samples of materials and colors and sketches of the proposed treatment and/or photographs of similar completed projects will aid in consideration. Applicant should use the submittal to justify the proposal, and should include any other materials that would support favorable consideration.
2. Oral requests will not be considered.
3. Each alteration or addition must be specifically approved even though the intended alteration or improvement conforms to the Condominium Instruments, Rules and Regulation or this

Resolution, and even when a similar or substantially identical alteration or addition has previously been approved.

4. If either the Standards Committee or the Board wishes to obtain architectural and/or engineering services to act upon a request for alterations, additions or improvements by an individual unit owner, it is hereby presumed to be an inherent part of the cost of additions, alterations or improvements exclusively, or substantially exclusively, for the benefit of the unit owner or owners. The unit owner shall be advised of such costs. Only upon written approval by the unit owner to pay for such costs will the Standards Committee or Board proceed with the application. Refusal by the owner will result in an automatic rejection of the application.
5. The applicant shall be informed in writing of the decision.
6. If the proposal is rejected, the reason(s) for disapproval shall be stated as part of the written decision.
7. The applicant may request reconsideration if new or additional information which might clarify the request or demonstrate its acceptability can be provided. The applicant must request reconsideration by the Standards Committee before the matter may be appealed to the Board.
8. Copies of all Requests for Review will be filed according to unit address, along with the written decision and a statement of action taken, if any. There will be a cross-index which groups cases into types, for further reference. This index shall be made available upon request, to any resident considering an alteration or improvement to his property.
9. Since the Board of Directors and Standards Committee cannot control work performed within a unit, the unit owner is responsible for assuring that any changes or additions are in conformance with the Condominium Instruments and this Resolution. Failure to comply subjects the unit owner to the remedies set forth in the Condominium Instruments, Rules and Regulations and the Resolutions.
10. Approval of any project by the Standards Committee or Board of Directors does not waive the necessity of obtaining the required governmental permits.
11. Obtaining a governmental permit does not waive the need for Association approval.
12. The Association shall not knowingly approve a project which is in violation of the local building or zoning codes.

Upon determination by the Association that a project is, in fact, in violation of local building or zoning codes, such project shall automatically be deemed to have been disapproved by the Board of Directors or the Standards Committee. The owner shall promptly submit a new request to the Standards Committee showing how the owner proposes to bring the project into compliance with the applicable building or zoning code. The Standards Committee and/or the Board of Directors, as applicable, may approve the request, or the Standards Committee and/or the Board may disapprove the request. If the request is disapproved or the project cannot be brought into compliance with the local building or zoning code, the property shall be restored to its original condition within sixty (60) days from the date of notice sent by the Board or Standards Committee. Such restoration shall be at the unit owner's sole cost and responsibility.

B. Additional Requirements for Structural Modification or Remodeling of Units

For structural or unit remodeling changes, the following may also be required to the extent applicable:

1. If the change affects common utilities or involves temporary interruption of common utility service, applicants are required to coordinate arrangements with the Association office prior to commencement of work. In any case, common utility service may not be interrupted except between the hours of 9:00 a.m. and 5:00 p.m. on weekdays. Service may not be interrupted on weekends or generally observed holidays.
2. Applicants are responsible for storage of building materials, tools, equipment, replacement appliances, etc. Such may not be stored on the general or limited common elements.
3. Applicants are responsible for removal of debris in the course of the change. If they fail to promptly and properly dispose of debris, the Association will take such action and assess the costs thereof against the applicants according to their percentage interest at the time.
4. No sawing, hammering or other noisy construction activities are permitted except between the hours of 8:00 a.m. and 5:00 p.m. on weekdays which are not holidays and 10:00 a.m. to 5:00 p.m. on weekends and holidays.
5. For major structural renovations, the following may be required by the Standards Committee, to the extent appropriate:
 - a. Pre-design conference
 - b. Submission consisting of:
 1. Letter of transmittal
 2. Floor plans and/or architectural drawings
 3. Ceiling plan (if applicable)
 4. Construction schedule
 5. Names, addresses, telephone numbers and Certificates of Insurance of proposed Contractors. Since quality of workmanship may affect other units or the common elements, the Standards Committee reserves the right to reject Contractors for unsatisfactory performance.
 6. Proposed contracts
 7. Location or storage site of building materials, if any
 8. Request for temporary access, if any

9. Certificate of insurance of contractor

10. Proof of Approval of the owners involved, if any

11. Such other information as the Committee may require

6. Architectural Drawings: Applications for an interior structural change or major renovation shall have architectural drawings for the proposed alteration prepared by an architect licensed to practice in the District of Columbia at applicant's sole cost and expense. Additionally, applicants must deposit a sum specified by the Standards Committee to cover the review of the plans and drawings by the project architect. Additional funds may be required if the initial deposit is not sufficient to cover the entire cost, and any excess funds remaining after payment of all costs of review of such plans and drawings shall be returned to applicant.

7. The Committee shall act on the submission and respond within forty-five (45) days after written receipt of the request is acknowledged by the Committee.

8. Administrative requirements:

a. Applicant must inform the Association office of the date on which construction starts.

b. Applicant must coordinate contractor access with the Association office for temporary access cards and for use of the freight elevator. The Association may charge for the actual cost of the access card any may also require a \$500.00 damage deposit if building materials are to be transported through the common elements.

c. If applicant desires to make changes during construction, a revised application must be submitted to the Standards Committee, which shall promptly act upon the revised application.

d. Applicant must provide the Association with notice of completion.

e. Upon completion, the Standards Committee or its designee may inspect the unit and common elements if satisfied that construction is in compliance with approved plans, will issue a Certificate of Completion.

C. Completion of Alterations

Construction in accordance with the approved plan must be commenced within six months after such approval, and completed within eight months following date of commencement unless otherwise authorized by the Standards Committee at the unit owner's reasonable request. If not commenced within this time period, then the approval will be considered null and void, and a new application must be made. Construction must be completed as approved; any deviation will be considered a violation.

V. PROCEDURES FOR MONITORING (ARCHITECTURAL) COMPLIANCE

A. Inspection

1. Management shall periodically survey the common elements for compliance with design standards.
2. Units will be inspected for compliance as part of preparation of Resale Certificates

B. Alleged Violations

1. All reports of alleged violations must be submitted in writing to the Building Manager.
2. If the Building Manager determines that a violation exists, the Building Manager shall attempt informally through letters and personal contact to obtain compliance. If those efforts fail, then the Building Manager shall inform the unit owner in writing, via certified mail, return receipt requested, with a copy to the Standards Committee, giving the unit owner ten (10) days in which to correct the violation.
2. If the violation is not corrected within the ten (10) day period, the matter shall be turned over to the Standards Committee, which shall then determine the appropriate disposition of the matter.
3. Standards Committee actions may include, as appropriate and at the Committee's discretion, any or all of the following:
 - a. Issuing a cease-and-desist request;
 - b. Requiring the unit owner to remove the unacceptable improvement or restore the affected area to its condition before the change;
 - c. Having the Association correct the violation, with associated expenses charged back to the unit owner,
 - d. Assessing unit owners up to \$50 a day for an offense and/or \$10 a day for a continuing violation.
 - e. Notifying the mortgagee of the violation.

EXHIBIT "A"
TO
POLICY RESOLUTION NO. 5
DESIGN REVIEW APPLICATION

Please mail or deliver to: Standards Committee
Residences at Market Square East,
a Condominium

I. APPLICANT INFORMATION

Owner's Name(s) _____

Owner's Address _____

Owner's Telephone (H) _____
(O) _____

II. APPLICATION INFORMATION REQUIRED

If you wish to make any of the changes permitted by the Association, please refer to policy Resolution No. 5 (available from the Association at the on-site office, and provide the following as applicable:

- A. Legibly written description of change(s) desired. Give full details (and/or attached exhibits) of the proposed change itself, purpose or reason, type and colors of materials, and location on property. Use this as your chance to justify your request.
- B. Drawing(s) of Proposed change or photograph(s) of other approved change.
- C. Paint/materials/Samples as applicable.
- D. Name(s) and address(es) of person(s) or firm(s) who will do the work.
- E. Indication of neighbors' awareness of proposed change if it affects them.
- F. Time schedule for completing the change.

III. NOTES

1. All proposed improvements must meet local building and zoning codes. Your signature indicates that these standards are met to the best of your knowledge. Application for local building permit is the applicant's responsibility.
2. Alterations shall not violate any of the Governing Documents nor any of the provisions of Buildings and Zoning Codes of the District of Columbia. Further, nothing herein contained shall be construed as a waiver or modification of any restriction.
3. The building ordinance of the District of Columbia requires that you file plans with the Building Inspector at 614 H Street, N.W., Washington, DC.
4. The undersigned understands and agrees that no work on this request shall commence until written approval has been received. A copy of this application shall be returned to you after review.
5. Once all information required has been received by the Standards Committee, this application usually takes no longer than 45 days for complete review.
6. The undersigned has read and understood the applicable provisions of the Declaration, Bylaws, and Policy Resolution No. 5 with regard to property changes.
7. The Association assumes no responsibility for any damage to person or property resulting from or related to any change to any property or unit, whether or not such change has been approved by the Association, since the Association cannot control quality of workmanship relative to the change or errors or omissions of pertinent information on the application.

Applicant's (Owner's)

Signature(s) _____

Date _____

THE RESIDENCES AT MARKET SQUARE EAST, A CONDOMINIUM

RESOLUTIONS ACTION RECORD

Resolution Type Policy

No. 5

Pertaining to: design guidelines and review procedures

Duly adopted at a meeting of the Board of Directors of the Residences at Market Square, a condominium, held _____, 200_____.

Motion by: _____ Seconded by: _____

OFFICER	VOTE:			
	YES	NO	ABSTAIN	ABSENT
_____, Director	_____	_____	_____	_____
_____, Director	_____	_____	_____	_____
_____, Director	_____	_____	_____	_____
_____, Director	_____	_____	_____	_____
_____, Director	_____	_____	_____	_____

ATTEST:

Secretary

Date

FILE:

Book of Minutes - 200_____

Book of Resolutions:

	Book No.	Page No.
I Policy	_____	_____
II Administrative	_____	_____
III Special Policy	_____	_____
IV General Policy	_____	_____

Resolution effective _____, 200_____.

Resolution expires _____, 200_____.

THE RESIDENCES AT MARKET SQUARE EAST, A CONDOMINIUM
POLICY RESOLUTION NO. 6
PET POLICIES

regulating the keeping and maintenance of pets

GIVEN THAT Article VI, Section 4(f) of the Bylaws sets forth requirements and restrictions regarding animals and subjects the keeping of animals to such Rules and Regulations as may be adopted by the Board; and

GIVEN THAT the Board deems it necessary and desirable for the health, safety and welfare of the Members to establish certain policies and procedures to implement the provisions of Article VI, Section 4(f) of the Bylaws;

NOW, THEREFORE, the Board resolves that the following policies and procedures regarding pets be, and hereby are, adopted:

I. CLASSIFICATION OF ANIMALS

A. Permitted Animals. To further interpret Article VI, Section 4(f) of the Bylaws, the following constitutes a listing of the types of animals permitted, subject to the provisions of the Bylaws and of this Resolution; small dogs, cats, caged birds; and animals and insects confined to a terrarium, aquarium, or other similar contained environment within a dwelling unit and not having access to the Property or Common Area.

B. Prohibited Animals. The following types of animals are not permitted: canines other than small dogs; felines other than cats;

insects, reptiles, amphibians, and fish other than those confined in a terrarium or aquarium; and mammals other than those confined in cages without access to the Property or Common Areas.

II. PET REGISTRATION

A. The purpose of pet registration is to aid in identifying a pet and its owner in the case of injury to the pet or another animal or person, in the case of a violation of the Governing Documents, and to prevent false accusations when a problem animal is from outside the community.

B. In accordance with Article VI, Section 4(f) of the Bylaws, all pets having access to the Property and/or Common Area shall be registered with the Association, using a Pet Registration Form substantially identical to that of Exhibit A to this Resolution.

C. The Registration Form shall be submitted to the Board secretary at:

or such other place as may be designated by the Board.

D. Registration with the Association is in addition to, not in lieu of, registration required by the District of Columbia. It is the responsibility of pet owners to properly inoculate and register

their pets as required by local ordinance. Registration with the District of Columbia does not eliminate the need for registration with the Association.

E. While the Board of Directors may establish reasonable fees for registration of pets, no such fee shall be charged at this time.

III. APPROVAL FOR ADDITIONAL PETS

A. Approval by the Board of Directors for more than one pet is required for permitted animals that do not have access to the Property or Common Areas.

B. Application for Approval of Additional Pets may be made on a form substantially identical to Exhibit B to this Resolution.

C. All such additional pets must also be properly registered with the Association, and registered and inoculated as required by local ordinance.

D. The Board is not required to approve more than one pet per unit.

E. Any approval that is granted shall be deemed a license that may be revoked by the Association at any time for a violation of this Resolution.

IV. PET RULES

A. Members shall not permit their pets to become a nuisance by virtue of the size or number of pets, the conditions in which they are kept, or sounds they make.

B. No pet shall be permitted to bark, howl, whine, or make other noises for such a time as disturbs neighbors' rest or enjoyment of their home.

C. Except when within its owner's unit, an animal must be carried or on a leash which enables close control of the pet and attended by a responsible person.

D. No animal may be leashed to any object on the Common Areas.

E. Pet owners are fully responsible for any property damage, personal injuries, property damages, or disturbances their pet may cause or inflict.

F. Pets may not be kept or maintained for commercial purposes.

G. Every female dog and cat while in heat shall be kept confined inside the unit in such a manner that she will not be in contact with other dogs or cats (except to walk it or for intentional noncommercial breeding purposes) nor create a nuisance by attracting other dogs or cats.

H. Pet owners are responsible for removing their pet's wastes from other property and the Common Areas. Pet wastes and odors shall not be permitted to accumulate in units so as to create unattractive or unsanitary conditions.

I. Owners who lease their property shall obtain from the lessee a written agreement from lessee (whether on the lease form itself or in a separate document) to abide by these rules and shall submit a copy of that agreement to the Association Manager.

J. All pets having access to the Common Elements must be registered and inoculated as required by law.

V. ENFORCEMENT

A. Penalties for violation of the local animal control ordinance may be enforced by the locality independent of remedies

pursued by the Association. The Association may enforce its penalties independent of remedies pursued by the locality.

B. Pursuant to Article VI, Section 4(f) of the Bylaws, pets causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Condominium upon ten (10) days written notice from the Board. The owner of the pet shall be immediately notified and a hearing shall be held by the Board of Directors within twenty-one (21) days of the delivery of the notice. If a pet is running loose the animal control warden may be called to collect the pet.

VI. INDEMNIFICATION

Pursuant to Article VI, Section 4(f) of the Bylaws, any person who keeps or maintains a pet on any portion of the Condominium shall be deemed to have indemnified and agreed to hold free and harmless the Association, each Member and the Declarant from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium.

EXHIBIT "A"
TO
POLICY RESOLUTION NO. 6
PET REGISTRATION FORM

Please mail or deliver to:

Secretary, Board of Directors
The Residences at Market Square East,
a Condominium

I. APPLICANT INFORMATION

A. Applicant's Name(s): _____

B. Applicant's Address: _____

C. Unit Owner's Name (if other than Applicant's):

D. Unit Owner's Address (if other than Applicant's):

E. Applicant's Phone: (H): _____

(O): _____

II. PET INFORMATION

(Note: If more than one pet is to be registered, separate registration forms are required and an Application for Approval of Additional Pets must be submitted.)

A. Name pet answers to: _____

B. Pet is a _____ dog _____ cat

Other: _____

- C. Breed: _____
- D. Color(s) and distinctive markings: _____
- E. Additional information to identify pet: _____
- F. Rabies tag # (if applicable): _____
- G. Dog license # (if applicable): _____

III. PERSON TO CONTACT IN CASE OF EMERGENCY

- A. Name: _____
- B. Phone: (Day): _____
(Night): _____

IV. INDEMNIFICATION

By virtue of keeping my pet(s) within the Property I agree to indemnify and hold the Association, each Member and the Declarant free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of my keeping the above pet within the Property.

I certify that I have reviewed and agreed to the pet policies contained in Policy Resolution No. 6 and hereby incorporated by reference.

Applicant's Signature _____
Date

Note: If this application is submitted by a lessee, the Unit Owner or Owner's agent must sign this form below.

Owner's or Agent's Signature _____
Date

EXHIBIT "B"
TO
POLICY RESOLUTION NO. 6
APPLICATION FOR APPROVAL OF ADDITIONAL PET(S)

Please mail or deliver to: Board of Directors/Standards
Committee
The Residences at Market Square East
701 Pennsylvania Avenue, N.W.
Washington, DC 20004

I. APPLICANT INFORMATION

- A. Applicant's Name(s): _____
- B. Applicant's Address: _____
- C. Unit Owner's Name (if other than Applicant's):

- D. Unit Owner's Address (if other than Applicant's):

- E. Applicant's Telephone: (H): _____
(O): _____

II. ADDITIONAL PET(S) REQUESTED FOR APPROVAL

- A. Breed _____ Breed _____
- B. Size/Weight _____ Size/Weight _____
- C. Reason(s) for request
(attach additional sheets if necessary)

Note: the Board reserves the right to disapprove this request. If the request is approved, the approval shall be deemed a license which may be revoked at any time upon a violation of Policy Resolution No 6. by any pet owned by applicant.

E. Additional information to identify pet: _____

F. Rabies tag # (if applicable): _____

G. Dog license #(if applicable): _____

III. PERSON TO CONTACT IN CASE OF EMERGENCY

A. Name: _____

B. Phone: (Day): _____

(Night): _____

IV. INDEMNIFICATION

By virtue of keeping my pet(s) within the Property I agree to indemnify and hold the Association, each Member and the Declarant free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of my keeping the above pet within the Property.

I certify that I have reviewed and agreed to the pet policies contained in Policy Resolution No. 6 and hereby incorporated by reference.

Applicant's Signature

Date

Note: If this application is submitted by a lessee, the Unit Owner or Owner's agent must sign this form below.

Owner's or Agent's Signature

Date

**THE RESIDENCES AT MARKET SQUARE EAST, A CONDOMINIUM
RESOLUTIONS ACTION RECORD**

Resolution Type Policy No. 6

Pertaining to: pet policies

Duly adopted at a meeting of the Board of Directors of the Residences at Market Square East, a Condominium held _____, 199__.

Motion by: _____ Seconded by: _____

OFFICER

VOTE:

YES NO ABSTAIN ABSENT

_____, Director

_____, Director

_____, Director

_____, Director

_____, Director

ATTEST:

Secretary

Date

FILE:

Book of Minutes - 199__
Book of Resolutions:

Book No.

Page No.

I Policy

X

I-57

II Administrative

III Special

IV General

Resolution effective _____, 19 ____.

Resolution expires _____, 19 ____.

**THE RESIDENCES AT MARKET SQUARE, A CONDOMINIUM
BOOK OF RESOLUTIONS
POLICY RESOLUTION NO. 7
WORKING CAPITAL FUND**

relating to use of capital contribution funds

GIVEN THAT, Article VI, Section D of the Public Offering Statement and Article V, Section 7 of the Bylaws require each purchaser at settlement to contribute an "initial capital payment" equivalent to two (2) months' condominium assessments for his Unit, and

GIVEN THAT, the Board deems it necessary to more clearly set forth the manner in which these capital funds may be used, as well as the requirements for disbursements from the Working Capital Fund;

NOW THEREFORE, the Board resolves that the following guidelines regarding the Working Capital Fund be adopted:

I. PURPOSE

The Working Capital Fund first shall be used for the following Association expenses in accordance with the attached "Working Capital Budget:"

- A. initial purchase of office furnishings, office supplies, materials and stationery; and maintenance tools and equipment;
- B. initial deposits required by the telephone and utility companies, if any;
- C. office telephone installation;
- D. informational and directional signs;
- E. all costs relating to the resident leadership training program to be conducted by the Managing Agent;

F. all costs of resident training manuals and materials supplied as part of the leadership training program;

G. other unforeseen one-time expenses relating to the set-up of the Association and identifiable as such; and

H. funding of contingency funds and reserves for major repair and replacement, to the extent that Working Capital Funds are left over after above expenses have been met.

II. DISBURSEMENTS

Disbursements from the Working Capital Fund, other than set forth in the original budget, require Board approval, plus the signatures of any person duly authorized by the Board of Directors.

III. ACCOUNTING

The Managing Agent shall keep a separate accounting of the funds collected for and disbursed from the Working Capital Fund.

**THE RESIDENCES AT MARKET SQUARE EAST, A CONDOMINIUM
RESOLUTIONS ACTION RECORD**

Resolution Type Policy No. 7
 Pertaining to: Use of capital contributions

Duly adopted at a meeting of the Board of Directors of the Residences at Market Square East, a
 Condominium held _____, 199__.

Motion by: _____

Seconded by: _____

OFFICER/DIRECTOR

**VOTE:
YES NO ABSTAIN ABSENT**

- _____, President
- _____, Vice President
- _____, Treasurer
- _____, Secretary
- _____, Director

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

ATTEST:

 Secretary

 Date

FILE:

Book of Minutes- 19__

Book of Resolutions:

	Book No.	Page No.
Policy	_____	_____
Administrative	_____	_____
Special	_____	_____
General	_____	_____

Resolution effective _____, 19__ Resolution expires _____, 19__.

THE RESIDENCES AT MARKET SQUARE EAST, A CONDOMINIUM
BOOK OF RESOLUTIONS
POLICY RESOLUTION NO. 8
KEY CONTROL

relating to access to Buildings
and Units by the Association

GIVEN THAT, Article III, Section 5 of the Bylaws assigns the Board, "all the power and duties necessary for the administration of the affairs of the Condominium;" and

GIVEN THAT, Article VI, Section 2 of the Bylaws states that, "each Unit Owner thereby grants a right of access to his or her Unit, as provided by Section 45-1847(a) of the Condominium Act, to the Board of Directors and the Managing Agent, their respective agents and employees, or any group of the foregoing, for the purpose of enabling the exercise and discharge of their respective powers and responsibilities;" and

NOW THEREFORE, the Board resolves that the following procedures for access to units be adopted:

I. EMERGENCY KEYS

A. All owners were issued keys to their unit at settlement. Pursuant to the above provisions of the Bylaws, the Association has retained copies of those keys.

B. If additional locks are added or if locks are changed by a resident, the resident must provide the Association with a copy of the keys to such locks.

C. The keys retained by the Association will be used only in cases of emergency. "Emergency" includes the fact of or threat of

fire, flood, or any other condition that might adversely affect the common elements or other units. The Association will not admit visitors, tradesmen or other such persons. It is solely the responsibility of the resident to arrange with these persons for their entry into the Unit.

D. To protect the Association from liability and to protect the interest of each resident, the following control measures shall be put into effect:

1. Keys shall be coded and kept in a locked container. The code will not indicate the unit served by the key.
2. The key index, which relates a given key to a given unit, will be kept in a separate locked container.
3. If a key is lost by the Association, the lock will be changed and new keys issued at the expense of the Association.
4. In all except emergency cases, the Association shall give prior notice of the need for access to the unit and, to the extent practicable, make arrangements with the occupant to gain access.
5. In case of an emergency, the Association shall make a reasonable attempt to contact the resident prior to entering the unit, if feasible under the circumstances.

6. In either case, if the Association enters a unit from which the resident is absent, the Association will leave written notice of the date, time and purpose of entry, signed by an authorized Association representative.

E. If emergency access to a unit is necessary when no one is at home and the resident has not provided the Association with working keys, the unit owner shall bear all costs related to entry of the unit and damage caused to the unit, another unit and/or the common elements by the emergency and shall assume any additional liabilities that arise from the emergency.

II. COMMON ELEMENT KEYS/KEY CARDS

A. The Association will retain a copy of the key to any locked Common Elements and may provide a copy of each of these keys to the following:

1. the janitorial service contractor;
2. the security service contractor;
3. the United States Postal Service;
4. the local fire department; and
5. the local police department.

B. The Association reserves the right to change locks periodically and re-issue common element keys.

III. ABUSE OF PROCEDURE

Abuse of these procedures by any Association employee will make that person subject to possible dismissal and other disciplinary action by the Association.

THE RESIDENCES AT MARKET SQUARE EAST, A CONDOMINIUM
RESOLUTIONS ACTION RECORD

Resolution Type Policy No. 8

Pertaining to: access to building and units by Association

Duly adopted at a meeting of the Board of Directors of the Residences
at Market Square East, a Condominium held _____, 199__.

Motion by: _____ Seconded by: _____

OFFICER

VOTE:

YES NO ABSTAIN ABSENT

_____, Director

_____, Director

_____, Director

_____, Director

_____, Director

ATTEST:

Secretary

Date

FILE:

Book of Minutes - 199__

Book of Resolutions:

Book No.

Page No.

I Policy

X

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II Administrative

III Special

IV General

Resolution effective _____, 19 ____.

Resolution expires _____, 19 ____.

THE RESIDENCES AT MARKET SQUARE EAST, A CONDOMINIUM
BOOK OF RESOLUTIONS
POLICY RESOLUTION NO. 9
SOUND TRANSMISSION GUIDELINES

relating to procedures for resolving
disputes over sound transmission

GIVEN THAT, Article III, Section 5 of the Bylaws provides, in relevant part, that "The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things as are by Section 45-1848 of the Condominium Act, the Declaration, or these Bylaws directed or authorized to be done by the Unit Owners' Association" and,

GIVEN THAT, Article III, Section 5(f) specifically charges the Board with "Making and amending Rules and Regulations (respecting the use and enjoyment of the Condominium)" and

GIVEN THAT, Policy Resolution Number 5, II(c) provides that carpeting and appropriate padding must be installed on the floors of all rooms except foyers, closets, kitchens and bathrooms," and

GIVEN THAT, the Board deems it necessary and desirable to provide guidelines for responding to complaints on sound transmission;

NOW THEREFORE, the Board resolves that the following procedures relative to sound transmission complaints be adopted:

A. Condominium living, of necessity, requires some adjustment to personal lifestyle, and thus, no occupant shall make or permit to be made any disturbing noise in the common areas or in Units by

himself, his family, friends, tenants, employees, guests, or pets. There shall be no playing of any musical instrument, radio, television, record player, tape recorder or the like between the hours of 11:00 p.m. and the following 8:00 a.m., if such activity disturbs or annoys other occupants. Similarly, residents shall exercise reasonable tolerance of occasional noise and handle on an informal neighbor-to-neighbor basis such occasional occurrences.

B. If a noise problem persists or is beyond reasonably acceptable levels and has not been corrected at the neighbor-to-neighbor level, the complainant may file a written complaint with the Building Manager who will attempt to resolve the problem on an informal basis.

C. Upon receipt of a second written complaint, the Building Manager shall inspect the subject Unit and report to the Standards Committee as to its compliance with the following standards.

1. Portions of a unit directly over another unit (other than kitchens, closets and bathrooms) shall be covered by carpeting, padding or other materials providing equivalent reduction of sound transmission.
2. Generally, the coverage of eighty percent of a unit's floor surface, including kitchens, closets and bathrooms is considered adequate.

D. Other Guidelines

1. Carpets or rugs alone do not adequately insulate against sound transmission; they require padding to do so.
2. Jute and/or horsehair floor coverings do not insulate against sound transmission and are, therefore, not generally acceptable floor coverings by themselves.
3. In addition to these guidelines, the Standards Committee may apply such other criteria as may be appropriate, including without limitation, the level, source, nature, time, and duration of the sound.

4. These provisions are intended to guide the Standards Committee, as it deems necessary, upon receipt of a written complaint on sound transmission, but there will be no unit inspections unless a written complaint is received.

E. Upon receipt of a third written complaint, the Building Manager shall inform the complainant(s) of the steps which shall be taken and provide the complainant(s) with an opportunity to withdraw the complaint. If the complaint is not withdrawn, a formal analysis of the problem will be initiated, in accordance with the following procedures.

1. The Building Manager will bring in a professional acoustical engineer who will do a sound test over a reasonable period of time as determined by the nature of the complaint.
2. If the results of the sound test indicate that sound transmission levels are within Acceptable Levels, as hereinafter defined, complainant(s) must pay all expenses related to the sound test.
3. If the results of the sound test indicate that sound transmission levels exceed Acceptable Levels, as hereinafter defined, respondent shall be required to remedy the problem as appropriate and pay all expenses related to the sound test.
4. "Acceptable Levels" shall be defined as sound transmission between Units which does not exceed _____ decibels between the hours of 8:00 a.m. and 1:00 p.m., or _____ decibels between the hours of 11:00 p.m. and 8:00 a.m.
5. If the problem persists thereafter, the matter shall be forwarded to the Standards Committee which shall take proper steps in accordance with Policy Resolution No. 4, "Special Resolutions," relating to due process procedures.

THE RESIDENCES AT MARKET SQUARE EAST, A CONDOMINIUM
RESOLUTIONS ACTION RECORD

Resolution Type Policy No. 9

Pertaining to: procedures for resolving disputes over sound transmission

Duly adopted at a meeting of the Board of Directors of the Residences at Market Square East, a Condominium held _____, 199__.

Motion by: _____ Seconded by: _____

OFFICER

VOTE:

YES NO ABSTAIN ABSENT

_____, Director	_____	_____	_____	_____
_____, Director	_____	_____	_____	_____
_____, Director	_____	_____	_____	_____
_____, Director	_____	_____	_____	_____
_____, Director	_____	_____	_____	_____

ATTEST:

Secretary

Date

FILE:

Book of Minutes - 199__
Book of Resolutions:

	Book No.	Page No.
I Policy	<u>X</u>	<u>I-76</u>
II Administrative	_____	_____
III Special	_____	_____
IV General	_____	_____
Resolution effective	_____	19 ____.
Resolution expires	_____	19 ____.

THE RESIDENCES AT MARKET SQUARE EAST, A CONDOMINIUM
POLICY RESOLUTION NO. 10
USE OF UNITS AND COMMON ELEMENTS

AMENDED, APRIL 24, 1997

relating to permitted and prohibited uses of unit and common
elements

GIVEN THAT Article III, Section 5 of the Bylaws provides
in applicable part that, "the Board of Directors shall have
all of the powers and duties necessary for the
administration of the affairs of the Condominium and may do
all acts and things as are Section 45-1848 of the
Condominium Act, the Declaration of Easements and Covenants)
or authorized to be done by the Unit Owners' Association;"
and

GIVEN THAT that same Article and Section subparagraph
(F) also provides that the Board of Directors shall have the
power to make and amend rules and regulations, provided that
such rules and regulations are not in conflict with the
Condominium Act or the condominium instruments; and

GIVEN THAT the Board deems it necessary and in the
interests of the membership to establish a policy regarding
the use of units and common elements;

NOW THEREFORE, the Board resolves that the following
policy regarding use of units and the common elements be,
and hereby is, adopted.

I. Restrictions on Use of units and Common Elements

THE RESIDENCES AT MARKET SQUARE EAST, A CONDOMINIUM
POLICY RESOLUTION NO. 10
USE OF UNITS AND COMMON ELEMENTS

relating to permitted and prohibited uses of unit and common elements

GIVEN THAT Article III, Section 5 of the Bylaws provides in applicable part that, "the Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Condominium and may do all acts and things as are Section 45-1848 of the Condominium Act, the Declaration of Easements and Covenants) or authorized to be done by the Unit Owners' Association;" and

GIVEN THAT that same Article and Section subparagraph (F) also provides that the Board of Directors shall have the power to make and amend rules and regulations, provided that such rules and regulations are not in conflict with the Condominium Act or the condominium instruments; and

GIVEN THAT the Board deems it necessary and in the interests of the membership to establish a policy regarding the use of units and common elements;

NOW THEREFORE, the Board resolves that the following policy regarding use of units and the common elements be, and hereby is, adopted.

I. Restrictions on Use of units and Common Elements

A. No part of the Condominium shall be used for any purposes other than those for which the Condominium was designed. Other than any unit designated by the Board of Directors for non-residential

use, each unit shall be used as a private residence. A Unit Owner may use a portion of a Unit for a home office or studio, provided, that such use is consistent with all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction over the Condominium and the activities therein shall not interfere with the quiet enjoyment of comfort of any other Unit Owner, and provided, further, that in no event shall any part of the Condominium be used as a school or music studio. Except for such home office or studio use, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, shall be conducted, maintained, or permitted in any Unit.

B. No unit owner shall obstruct any of the common elements nor shall any unit owner place or cause or permit anything to be placed on or in any of the common elements (except the areas designated for storage by the Condominium Instruments or the Board of Directors) without the approval of the Board. Nothing shall be altered or constructed in or removed from the common elements except with the prior written consent of the Board of Directors or the Standards Committee, as appropriate.

C. The common elements shall be used only for the furnishing of the services and facilities for which the same are reasonably suited and which are incident to the use and occupancy of the units. The lobbies, vestibules, public halls and stairways shall be used for no purpose other than for normal transit.

D. Nothing shall be done or kept in any unit or in or on the common elements which will increase the rate of insurance for the building or contents thereof applicable for residential use without

the prior written consent of the Board of Directors. No unit owners shall permit anything to be done or kept in the unit or on the common elements which will result in the cancellation of insurance on the building or contents thereof, or which would be in violation of any public law, ordinance or regulation. No gasoline or other explosive or inflammable material, or corrosive liquid or material or substance other than normal household products may be kept in any unit or storage area. No waste shall be committed in, on or to the common elements.

E. Except in the recreational areas designated as such by the Board of Directors, no playing or lounging shall be permitted, nor shall articles of personal property be left unattended in common areas of the building, stairwells, building entrances, parking areas, or elsewhere on the common elements. The use of bicycles, skates, skateboards and similar items in common areas is also prohibited.

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

G. No immoral, improper, offensive or unlawful use shall be made of the condominium or any part thereof, and all laws, orders, rules, regulations or requirements of any zoning ordinances requirements of any governmental agency having jurisdiction over any portion of the Condominium shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the unit owner or the

Board of Directors, which ever shall have the obligation to maintain or repair such portion of the Property, and, if the latter, then the cost of such compliance shall be a common expense.

H. Occupants shall not put their names in any common area except as provided on the Unit door or on the Bulletin Board located off the lobby. Because of space limitations, posted material must be no larger than 3 by 5 inches, must be dated, and should be removed after two weeks. No commercial advertising is allowed. No signs or other advertising materials shall be placed in windows or on doors or balconies. Appropriate holiday decorations are permitted.

I. No unit owner shall cause or permit anything to be hung, displayed or exposed on the exterior of a unit or common elements appurtenant thereto, whether through or upon the windows, doors, masonry or balcony of such unit. This prohibition includes without limitation laundry, clothing, rugs, signs, awnings, canopies, shutters, radio or television antennas or any other items. Under no circumstances shall any exhaust fan, air conditioning apparatus, television or radio antennas or other items be installed by the unit owner beyond the boundaries of the unit. No clothesline, clothes rack or any other device may be used to hang any items on any window, balcony or patio, nor may such devices be used anywhere on the common elements except in such areas as may be specifically designated for such use by the Board of Directors. Balconies shall not be used as storage areas. No balcony or patio shall be enclosed or covered by a unit owner without the prior written consent of the Board of Directors.

J. No cooking shall be permitted on any balcony. No planters or flower boxes shall exceed the height of the balcony railing. No planters shall be suspended from windows or balcony roof, railings, or ledges. No awnings or window guards shall be used. No radio or television antenna or connection shall be installed or shall extend outside of Units. No floor covering shall be affixed to the balcony.

K. Except for designated storage areas, no common area may be used for storage or placement of furniture or any other articles:

1. Nothing may be stored in unit mechanical closets. These mechanical closets contain equipment which requires free circulation of air. Using these areas for storage creates a fire hazard that endangers the lives and property of all residents in the building.

2. Nothing that constitutes a fire or environmental hazard (paint, gasoline, or other flammable or hazardous materials) may be stored either the units or Common Elements.

3. Nothing may be stored on balconies or terraces; however, appropriate outdoor furniture is permitted. Owners and occupants are responsible for keeping such areas clean and free from debris.

II. Rules and Regulations - Governing Use of Units.

A. Smoke Detectors

District of Columbia law requires that all units be equipped with operable smoke detectors. Residents are responsible for repairing or replacing broken or defective smoke detectors.

B. Window Coverings

Draperies, curtains venetian blinds or other window coverings either be all white or be lined with a white material. No other color shall be exposed to the outside of windows, or balcony doors.

Such window coverings must be maintained in a condition of sound repair and proper installation. Torn shades, broken blinds, sheets, blankets, and the like detract from the overall appearance and value of the property and constitute a violation.

C. Closed Windows

Windows and balcony doors must be kept closed when the air-conditioning is operating to prevent condensation from forming in the system's mechanism and to conserve energy.

D. Door Locks

The Managing Agent by authority of the Board of Directors shall retain a pass-key to each Unit for use in emergency. No owner or occupant shall alter any lock or install a new lock on any door leading into the Unit without approval of the Board of Directors. A new key shall be provided to the Condominium Manager if any change is approved and made. Failure to provide a key will make the occupant liable for any expense caused by forcible entry in the event of emergency.

E. Closed Doors

Unit doors opening into the hallways shall be kept closed and secured at all times.

F. Water and Energy Conservation

It is the owner's responsibility to properly maintain plumbing and fixtures within the unit to prevent overflows and leaks which

might damage other units or the common elements. Such proper maintenance includes, by the way of example but not limitation, replacing washers; replacing or repairing leaking pipes, toilets, sinks or dishwashers; and maintaining proper caulking and grouting around sinks and tubs.

It is also the owner's responsibility to avoid leaks into other units or the common elements resulting from overflows and backups. Owners should not leave water running unattended or dispose of inappropriate items down toilets or sinks.

If other units or the common elements are damaged by water leaks from a unit and the source unit can be identified, the owner of that unit will be held responsible for the costs of any repairs.

Unit 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 unit or in any central waste disposal system. Detergents and soaps shall be used only pursuant to manufacturers directions. Water, electricity, and other common utilities shall not be used unnecessarily. It is essential that all occupants conserve energy to keep condominium costs to a minimum.

G. Garbage and Trash

All garbage and trash must be placed in the proper receptacles designated for refuse collection and no garbage or trash shall be placed elsewhere on any common element.

1. Garbage shall be disposed of in kitchen food waste grinder. Garbage which should not be processed through grinders, such as corn cobs and fibrous vegetables, must be drained and

must be drained and securely contained before being carried to the trash room for disposal.

2. Grease should not be disposed of in the kitchen sink but should be allowed to solidify before being placed in a secure container and carried to the trash chute.

3. ~~3. Newspapers, magazines and any other small articles which can readily pass through the trash chute door and down the chute without clogging it should be bagged, secured and placed into the trash chute.~~ Rugs, cardboard boxes and similar articles which cannot readily pass through the trash chute should be stacked neatly on the floor of the trash room for daily collection. The repair of damage resulting from clogged trash chute will be charged to the offending occupant. Notwithstanding the provisions of this subparagraph (e), the disposal of trash shall be done in accordance with all applicable laws, ordinances, rules and regulations of any federal or local authority having jurisdiction.

Newspapers, glass and plastics are to be placed in the appropriate recycling containers which are located in the trash rooms.

H. Additional Appliances

securely contained before being carried to the trash room for disposal.

2. Grease should not be disposed of in the kitchen sink but should be allowed to solidify before being placed in a secure container and carried to the trash chute.

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H. Additional Appliances

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

All radio, television or other electrical equipment of any kind or nature installed or used in each unit shall fully comply with all rules, regulations, requirements or recommendations of the board of

Fire Underwriters and the public authorities having jurisdiction, and the unit owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such unit.

All persons shall be properly attired when appearing in any common area of the Property. Barefeet, bare chests and bedroom attire are not acceptable. Swimming attire is not permitted in the lobby.

B. Roof

No occupants are permitted on the roof of the building at any time except in the swimming pool area, subject to the rules and regulations thereof.

C. Solicitors

Beggars, solicitors, sales people, and other unauthorized persons are not permitted. Occupants should notify the Building Manager at once if contacted by such persons.

D. Elevators

Tradespeople shall use the freight elevator and shall not use any of the other elevators for any purpose unless authorized by the desk clerk. Supplies, goods and packages are to be delivered to Units only through the service entrance of the building and by the freight elevator. Trunks and heavy baggage shall be treated in like manner. Small packages may be left at the desk.

E. Moving

1. Prior Arrangements with Building Management - Before moving household goods, furniture, appliances or equipment into or out of the Residences at Market Square East, a Condominium, the owner or occupant shall make prior application and arrangements with the

Condominium Manager. The date and hours of the move must be scheduled in advance so that the service elevator and the loading dock may be reserved. Moving hours are 8 a.m. to 5 p.m. Monday through Friday.

2. Use of Service Elevator - Only the freight elevator shall be used to move household goods, furniture, appliances or equipment into or out of the Condominium. Passenger elevators shall not be used for this purpose.

3. Responsibility for Damage Caused by Moving - Applications for moving into or out of the Condominium must be accompanied by a damage deposit of five hundred dollars (\$500) payable to the Condominium. If the corridors, elevator and loading dock area are in satisfactory condition after the move, the damage deposit will be returned. The cost of repair of all damage to the common elements resulting from moving into or out of the Condominium and/or carrying of furniture or other articles shall be paid for by the occupant responsible for such damage.

F. Deliveries

As a convenience to Unit Owners, the Managing Agent may receive small deliveries on behalf of a Unit Owner. Neither the board of Directors nor the Managing Agent nor employees will assume any responsibility for the condition in which deliveries are received.

IV. Resale of Units

In accordance with the District of Columbia Condominium Act, any owner who intends to sell his unit must obtain from the Association

and provide to a purchaser "prior to the contract date of the disposition" certain documents, statements, and disclosures, collectively referred to herein as the "Resale Package." The Resale Package is prepared for the Association by its managing agent. The Resale Package must be requested in writing by the owner or owner's authorized agent. There shall be a charge of One Hundred Dollars (\$100.00) for preparation of the Resale Package. This charge must be paid before the Resale Package will be prepared. The Condominium Act also provides for certain updates to the Resale Package if more than sixty (60) days have elapsed between the contract date and the date of settlement. Owners should contact their real estate agent or the managing agent if such circumstances apply.

RULES FOR SELLING CONDOMINIUM UNITS

A. By Owner

- (1) Owner may advertise on the Bulletin Board, using 3/5-inch cards.
- (2) Owner must meet prospective buyers at the front desk.

B. By Agent

- (1) The holding of an "Open House" will not be permitted.
- (2) There will be no solicitation by cards or flyers placed at or under doors, in mail boxes, or at the desk.
- (3) Lock boxes will be permitted; they will be placed in the custody of the desk. All agents must sign in and out at the desk,, giving the unit number and time of entering and leaving the building. Personnel at the desk are responsible for strict compliance.

- (4) If a lock box is not used, prospective buyers must be accompanied by the listing agent or greeted in the lobby by the owner.

V. Rental of Units

Unit owners may lease their unit to others subject to the following restrictions:

1. The lease must be written and must specifically require lessee to comply with the condominium instruments and rules and regulations and policies of the Association.
2. The lease must provide that failure to comply constitutes a default under the lease.
3. The lease must provide that the Board of Directors has the power to terminate the lease or to bring summary proceedings to evict the tenant in the name of the lessor thereunder after forty-five (45) days prior written notice to the Unit Owner, in the event of a default by the tenant in the performance of the lease.
4. The lease must provide that the tenant shall have no right to sublease the unit or any portion thereof.
5. The lease must be for an initial term of at least one (1) year.
6. A copy of the executed lease must be provided to the Association at the on-site office.

Owners leasing their units should note that the Association will hold the unit owner responsible for any violations by the tenant or any damage to other units or the common elements arising from the tenant's actions or inactions. Whether or not the lease makes the tenants responsible for payment of condominium fees, the unit owner is responsible for such payments.

THE RESIDENCES AT MARKET SQUARE EAST, A CONDOMINIUM

RESOLUTIONS ACTION RECORD

Resolution Type Policy

No. 10

Pertaining to: use of units and common elements

Duly adopted at a meeting of the Board of Directors of the Residences at Market Square, a condominium, held _____, 200_____.

Motion by: _____ Seconded by: _____

OFFICER	VOTE:			
	YES	NO	ABSTAIN	ABSENT
_____, Director	_____	_____	_____	_____
_____, Director	_____	_____	_____	_____
_____, Director	_____	_____	_____	_____
_____, Director	_____	_____	_____	_____
_____, Director	_____	_____	_____	_____

ATTEST:

Secretary

Date

FILE:

Book of Minutes – 200_____

Book of Resolutions:

	Book No.	Page No.
I Policy	_____	_____
II Administrative	_____	_____
III Special Policy	_____	_____
IV General Policy	_____	_____

Resolution effective _____, 200_____.

Resolution expires _____, 200_____.

THE RESIDENCES AT MARKET SQUARE EAST, A CONDOMINIUM
BOOK OF RESOLUTIONS
POLICY RESOLUTION NO. 11

USE OF COMMON ELEMENTS: FACILITIES AND GUEST PASSES
relating to persons entitled to passes

GIVEN THAT, Article III, Section 5 of the Bylaws assigns the Board of Directors with "all of the powers and duties necessary for the administration of the affairs of the Condominium;" and

GIVEN THAT, Article III, Section 5(f) of the Bylaws charges the Board with "making and amending Rules and Regulations respecting the use and enjoyment of the Condominium;" and

GIVEN THAT, the capacity of the facilities cannot accommodate unlimited admission of Unit Owners, tenants and guests; and further, that the exercise of Owners' and residents' rights and privileges should be subject to certain administrative procedures for the general safety and comfort of all users of facilities; and

GIVEN THAT, the Board deems it necessary and desirable to establish certain rules and guidelines for the issuance of Facilities Passes and Guest Passes in furtherance of sound administration;

NOW THEREFORE, the Board resolves that the following procedures relative to Facilities and Guest Passes be adopted:

I. FACILITIES PASSES

A. The Association will issue to each Unit Owner one Facilities Pass for each member of the Unit Owner's family living in the unit when they register at the Association Office.

B. Each Unit Owner will be issued facilities passes unless the unit has been leased to a tenant in a written lease. The Association will issue Facilities Passes to tenants unless the lease agreement provides otherwise. The tenant must file with the Association a copy of the lease and present evidence that the tenant has received the Owner's Manual in order to obtain Facilities Passes. If the Unit Owner does not provide an Owner's Manual to the tenant, the Association will issue one to the tenant and charge the Unit Owner \$10.00 for the Manual.

C. A Facilities Pass will not be issued to any Unit Owner who is delinquent in assessment payment or who is otherwise in violation of the Governing Documents. The Association may suspend all Facilities Pass privileges for any Unit Owner in default.

D. Facilities Passes shall be issued on an annual basis at no charge; however, replacement cards will be issued for a charge of \$5.00 per card or such other charge as the Board may determine. Facilities Passes are the property of the Association and are non-transferable; they may be revoked or suspended if used by a person other than the one to whom issued.

F. Facilities Passes must be presented for admission to the pool and must be presented on demand by any officer or agent of the Association at the exercise room.

G. Children under thirteen years of age bearing a Facilities Pass may be admitted to the pool only when accompanied by an adult bearing a Facilities Pass.

II. GUEST PASSES

A. There shall be a limit of two Guest Passes per Unit unless otherwise approved by the Board. The Board will determine the cost of admission for guests in excess of two (2).

B. There shall be Guest Passes which shall be dated slips identifying the host and the guest. The Guest Pass shall indicate the effective period for the pass.

C. Not more than two Daily Guest Passes will be issued to an Owner who presents a Facilities Pass. No person shall be admitted as a guest unless accompanied by the Owner bearing the Facilities Pass unless other arrangements for positive identification have been made at the Association Office. Only one guest shall be permitted when the card bearer is under 13 years of age. Guests under 18 years of age must be continuously accompanied at the facilities by their host bearing a Facilities Pass.

D. Unit Owners with Facilities Passes may obtain at the Association Office a House Guest Pass dated for the duration of the visit for guests who will be using the facilities more than one day.

E. Guest Pass privileges may be suspended for delinquency in assessment payments or for a violation of the Condominium Instruments or Rules and Regulations.

III. DISCLAIMER OF LIABILITY

All persons making use of Facilities and Guest Pass privileges and using any of the common element recreational facilities agree to abide by the Rules and Regulations for use of the facilities. Use of facilities is at the user's sole risk and responsibility. The user

agrees to hold the Association, Developer, and the Managing Agent free and harmless from any liability arising from use of the facilities.

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

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

**THE RESIDENCES AT MARKET SQUARE EAST, A CONDOMINIUM
RESOLUTIONS ACTION RECORD**

Resolution Type Policy No. 11

Pertaining to: persons entitled to passes

Duly adopted at a meeting of the Board of Directors of the Residences at Market Square East, a Condominium held _____, 199__.

Motion by: _____ Seconded by: _____

OFFICER	VOTE:			
	YES	NO	ABSTAIN	ABSENT
_____, Director	_____	_____	_____	_____
_____, Director	_____	_____	_____	_____
_____, Director	_____	_____	_____	_____
_____, Director	_____	_____	_____	_____
_____, Director	_____	_____	_____	_____
ATTEST: _____	_____	_____	_____	_____
_____ Secretary	_____ Date			

FILE:

Book of Minutes - 199__
Book of Resolutions:

	Book No.	Page No.
I Policy	<u>X</u>	<u>I-93</u>
II Administrative	_____	_____
III Special	_____	_____
IV General	_____	_____
Resolution effective _____,	19 _____.	
Resolution expires _____,	19 _____.	

THE RESIDENCES AT MARKET SQUARE EAST, A CONDOMINIUM
BOOK OF RESOLUTIONS
POLICY RESOLUTION NO. 12
USE OF COMMON ELEMENTS: SWIMMING POOL RULES
relating to Rules and Regulations for pool usage

GIVEN THAT, Article III, Section 5 of the Bylaws assigns the Board of Directors "All of the powers and duties necessary for the administration of the affairs of the Condominium;" and

GIVEN THAT, Article III, Section 5(f) of the Bylaws charges the Board with "making and amending Rules and Regulations respecting the use and enjoyment of the Condominium;" and

GIVEN THAT, the Board deems it necessary and desirable to establish certain rules and guidelines for the use of swimming facilities;

NOW THEREFORE, the Board resolves that the following Rules and Regulations for use of swimming facilities be adopted:

All persons making use of Facilities and Guest Pass privileges and using any of the common element recreational facilities agree to abide by the Rules and Regulations for use of the facilities. Use of facilities is at the user's sole risk and responsibility. The Association assumes no liability for injury or damage to person or property arising from use of the facilities except for gross negligence or intentional wrong doing on the part of the Association.

1. All persons using the swimming pool do so at their own risk. The Association assumes no responsibility for any accident or injury in connection with such use or for any loss or damage to personal property.

2. Pool hours and rules will be posted at the pool. During inclement weather the pool may be closed by the Pool Manager.
3. All persons shall obey the instructions of the lifeguards. No person is permitted to use the pool unless it is officially open and the lifeguards are on duty.
4. No condominium employees may use the pool unless they are unit occupants.
5. Persons unable to demonstrate to the lifeguards their ability to swim are not permitted in deep water.
6. Children 13 years of age and under must be accompanied by a responsible adult in the pool area at all times. Only one guest shall be permitted when the card bearer is under 13. Guests under 18 must be continuously accompanied by their host bearing a facilities pass.
7. All persons must take a cleansing shower before entering pool.
8. Persons having colds, coughs, inflamed eyes, infections, open sores or wearing bandages shall not use the pool.
9. Proper attire is required upon entering the pool area and proper swim attire is required for swimming in the pool.
10. No food or beverages in glass containers are permitted in the pool area.
11. No play equipment, play pens, wheeled vehicles (except wheelchairs and strollers), etc., are permitted in the pool area.
12. No pets are permitted in the pool area or on pool property (except Seeing-Eye Dogs).
13. No intoxicants will be allowed in the pool area during regular pool hours. Intoxicated persons will not be allowed in the pool area at any time.
14. All refuse must be placed in containers provided for this purpose. Users are urged to assist in keeping the pool area and shower rooms clean.
15. No running, pushing, dunking, rough play or profane language will be permitted in the pool area. Standing or sitting on another's shoulders is not permitted. Kickboards, tubes, balls and toys may be permitted at the discretion of the lifeguard based on the size and character of the crowd.
16. Spitting of water and similar unhygienic actions are not permitted.

17. No radios, television sets, tape records or other noise making devices without earphones will be permitted in pool areas.
18. Guest Passes may be obtained from the Association Office. Guests will be permitted to use the pool only when escorted in by a Facilities Pass holder.
19. Facilities Passes and Guest Passes are property of the Association, are not transferable, and may be revoked or suspended at any time by the Association.

Private Parties

1. Use is restricted to occupants and their guests.
2. An occupant may reserve the swimming pool for private parties on a first-come-first-serve basis at the Manager's Office. A guest list in alphabetical order must be submitted 48 hours before party time.
3. A charge for maintenance, clean-up and other services will be assessed for the use of the swimming pool, payable in advance at the time the pool is reserved.
4. A damage deposit will be required. This deposit will be returned after the Condominium Manager makes an inspection and determines that the swimming pool was vacated in satisfactory condition.
5. Owners and lessees shall assume full responsibility for the conduct of their guests and shall be held responsible for any damage to the swimming pool and other common elements caused by their guests.
6. The swimming pool and deck areas must be vacated by midnight on Fridays and Saturdays, 11:00 p.m. on week nights. There shall be no partying in the common areas other than the swimming pool area.
7. Any violation of these rules shall cause the offender to be denied future use of the swimming pool.

**THE RESIDENCES AT MARKET SQUARE EAST, A CONDOMINIUM
RESOLUTIONS ACTION RECORD**

Resolution Type Policy No. 12

Pertaining to: Rules and Regulations for pool usage

Duly adopted at a meeting of the Board of Directors of the Residences at Market Square East, a Condominium held _____, 199__.

Motion by: _____ Seconded by: _____

OFFICER

VOTE:

YES NO ABSTAIN ABSENT

_____, Director	_____	_____	_____	_____
_____, Director	_____	_____	_____	_____
_____, Director	_____	_____	_____	_____
_____, Director	_____	_____	_____	_____
_____, Director	_____	_____	_____	_____
ATTEST:	_____	_____	_____	_____

Secretary

Date

FILE:

Book of Minutes - 199__
Book of Resolutions:

	Book No.	Page No.
I Policy	<u>X</u>	<u>I-98</u>
II Administrative	_____	_____
III Special	_____	_____
IV General	_____	_____
Resolution effective _____,		19 _____.
Resolution expires _____,		19 _____.

THE RESIDENCES AT MARKET SQUARE EAST, A CONDOMINIUM
BOOK OF RESOLUTIONS
POLICY RESOLUTION NO. 13
USE OF COMMON ELEMENTS: EXERCISE ROOM RULES
relating to Rules and Regulations for exercise room

GIVEN THAT, Article III, Section 5 of the Bylaws assigns the Board of Directors "All of the powers and duties necessary for the administration of the affairs of the Condominium;" and

GIVEN THAT, Article III, Section 5(f) of the Bylaws charges the Board with "making and amending Rules and Regulations respecting the use and enjoyment of the Condominium;" and

GIVEN THAT, the Board deems it necessary and desirable to establish certain rules and guidelines for the use of the exercise room;

NOW THEREFORE, the Board resolves that the following Rules and Regulations for use of the exercise room be adopted:

All persons making use of Facilities and Guest Pass privileges and using any of the common element recreational facilities agree to abide by the Rules and Regulations for use of the facilities.

1. The exercise room may be used by Facilities Pass holders only. Prior to the initial use of this facility each user must sign a release and an acknowledgement of receipt of the Rules and Regulations for use of the room.
2. It is recommended that residents intending to use the exercise equipment have health check-up and receive advice from their doctor prior to use. This is particularly important if exercise has not been a regular routine.

By definition, exercise increase the effort for the cardiovascular and muscular systems. Therefore, there is some

added risk of heart attack or muscle strain. Users should assure that their exercise routing reflects their individual health and physical condition.

A proper exercise routine consists of stretching exercises, a warm-up period, the exercise period, and cool-down period. This is recommended to avoid muscle strain and to make the exercise most beneficial.

3. If you are unsure of how to use the exercise equipment, please contact the manager for assistance. Improper use can cause injury to the user or damage to the manager. Users are responsible for damage to equipment caused by improper use.
4. Users are responsible for their personal belongings. The Association, the Board of Directors, Developer, and the Managing Agent are not responsible for the loss of any personal effects.
5. All those using the exercise room and equipment do so at their own risk. The Association, the Board of Directors, Developer, and the Managing Agent assume no responsibility for accidents or injuries which occur in the exercise room, and users agree to hold free and harmless those parties from all liability arising from use.
6. Children under 13 years of age must be accompanied by an adult.

ADMINISTRATIVE RESOLUTIONS

**THE RESIDENCES AT MARKET SQUARE EAST, A CONDOMINIUM
ADMINISTRATIVE RESOLUTION NO. 1
ASSESSMENT COLLECTION PROCEDURES**

establishing procedures for assessment billing
and delinquent accounts

GIVEN THAT Article V, Sections 4, 11 and 12 of the Bylaws creates an assessment obligation for all Owners and establishes certain remedies for non-payment of assessments; and

GIVEN THAT, for the financial health of the Association as well as the protection of all Owners' equity interest, the Board deems it necessary and desirable to establish orderly procedures for the collection of assessments;

NOW, THEREFORE, the Board resolves that the following assessment collection procedures be, and hereby are, adopted:

I. BILLING PROCEDURES

A. The Annual Assessment for Owners for each fiscal year shall be established by the Board of Directors through the adopted annual budget. Annual Assessments shall be billed in twelve equal monthly installments. For settlements occurring within a month, the buyer shall be obligated to pay, in advance at settlement, a pro-rated portion of that month's installment of the Annual Assessment for the remaining number of days in the month. Assessment installments shall be payable in advance, not later than the first of the month to which they apply.

B. All documents, correspondence and notices regarding assessments shall be mailed first class to the address appearing on the books of the Association, or as modified in writing by the Owner.

C. Non-receipt of a bill shall in no way relieve the Owner of the obligation to pay the assessments when due.

II. COLLECTION PROCEDURES

A. Assessment installment payments are due on the first of each month. Assessment installments not received by the Association by the fifteenth (15th) of each month shall be deemed late, and late charge in the amount of \$35.00 dollars shall automatically be added to the account, pursuant to Article V, Section 12 of the Bylaws. The Association shall send a Late Notice to each Owner who has not paid by the fifteenth (15th) of the month, and such Notice shall show the late charge incurred.

B. If the account is not paid in full, including all fees and charges, by sixty (60) days from the due date, the Association shall, through counsel, take further steps to collect the sums due. These steps may include, but are not necessarily limited to, filing a lien on the property, accelerating the remaining installments of the annual assessment, obtaining a judgement, garnishing salary or wages, attaching assets, and foreclosing the lien. All cost related to these actions, including reasonable attorneys fees, shall be added to the amount due and must be paid by the Owner. At the time the account is referred to counsel it shall commence accruing interest at the rate of twelve percent (12%) per annum on the full unpaid balance of the assessments, excluding other charges.

C. From the time an assessment installment payment is late through to when all past due assessments, fees and charges have been paid in full, the right of the delinquent Owner to vote, use the Association facilities and to serve on any Association committee shall be suspended.

D. The Board may grant special exceptions to this policy in the event of temporary hardship for an Owner. However, an Owner wishing to request such an exception must appear in person before the Board and also make a written request for the Association records. The Board is not obligated to approve such a request.

EXHIBIT A

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
&
REGULAR MAIL

RE: _____, Unit # _____, Account # _____

Dear _____:

Association records indicate that your account for the above-referenced property in arrears in the amount of \$_____. Enclosed is a breakdown of the balance due.

Payment in full to the order of _____ should be sent to the attention of Account Services at the address shown below, **NO LATER THAN** _____ 19___. If payment is not received by this date, your account may be turned over to the association's attorney for collection, the remaining balance may be declared immediately due and payable, accelerated, and a lien may be filed for amounts due now and through the remainder of the fiscal year. Please note that you will be responsible for all attorney's fees, late fees, administrative fees and interest in relation to the collection of this account. This letter is an attempt to collect a debt and any information obtained will be used for that purpose.

If you are experiencing a temporary hardship that prevents your timely payment of your assessment obligation, you may request the Board to grant you relief from further action. To do so, please take the following steps immediately:

1. Call the Community Manager at Legum and Norman to inform the Association that you are making a hardship request. (It is necessary that you call first so that the Association is aware of your intent, and to schedule a time for you to appear before the Board).
2. Write to the Board Secretary at Legum and Norman, 4201 Connecticut Avenue, N.W., Suite 200, Washington, D.C. 20008 to explain the nature of your hardship, make a request for relief to be granted by the Board, and indicate your plans for bringing your account up to date.

3. Appear before the Board to work out an arrangement.

NOTE: The Board is not obligated to grant such requests. The Board may require a payment arrangement other than the one you propose. The Association reserves the right to file a lien in either the

amount currently past due or the full balance for the fiscal year, in the sole judgement of the Board, in order to secure its claim. The Board may require a security deposit. Any default in payments under the arrangements approved by the Board shall immediately trigger continuation of actions to recover all sums due.

If you have any questions concerning the amount due, do not hesitate to contact Account Services at the address below or by telephone at (202) 686-8447, 8446 or 8445.

Sincerely,

Nancy Kehne
Account Services

Enclosure: Account Breakdown

File: _____

EXHIBIT B

CF = Condominium Fee
PK = Parking
LC = Late Charge
AF = Administrative Fee
BC = Returned Check Charge

PROPERTY: _____

OWNER: _____

ACCOUNT: _____ PREPARED: _____

UNIT: _____ BY: _____

CHARGE DATE	TYPE	AMOUNT	AMOUNT RECEIVED	DATE RECEIVED	BALANCE

**THE RESIDENCES AT MARKET SQUARE EAST, A CONDOMINIUM
RESOLUTIONS ACTION RECORD**

Resolution Type Administrative No. 1

Pertaining to: procedures for assessment billing and delinquent accounts

Duly adopted at a meeting of the Board of Directors of the Residences at Market Square East, a Condominium held June 23, ~~199~~
2004.

Motion by: Gerry Nalepa

Seconded by: Silvia Pérez

OFFICER/DIRECTOR	VOTE:			
	YES	NO	ABSTAIN	ABSENT
<u>[Signature]</u> , President	✓	—	—	—
<u>[Signature]</u> , Vice President	✓	—	—	—
<u>[Signature]</u> , Treasurer	✓	—	—	—
_____, Secretary	—	—	—	—
<u>[Signature]</u> , Director	✓	—	—	—
<u>[Signature]</u>	✓	—	—	—
<u>[Signature]</u>	✓	—	—	—

ATTEST:

Secretary

Date

FILE:

Book of Minutes- 19__

Book of Resolutions:	Book No.	Page No.
Policy	_____	_____
Administrative	_____	_____
Special	_____	_____
General	_____	_____

Resolution effective _____, 19__ . Resolution expires _____, 19__ .

**THE RESIDENCES AT MARKET SQUARE EAST, A CONDOMINIUM
ADMINISTRATIVE RESOLUTION NO. 2
INVESTMENT POLICY**

establishing requirements for investment of Association funds

GIVEN THAT Article III, Section 5 of the Bylaws provides in applicable part that, "The Board of Directors shall have the power to, and be responsible for: ...(e) Collecting from Owners all sums due and depositing the proceeds thereof in a bank depository(ies) which it shall approve... (g) Opening bank accounts on behalf of the Condominium and designating the signatories required therefor. In this regard, the Board of Directors shall have the right to invest funds for the Condominium for cash management purposes;" and

GIVEN THAT, over time the Association will accumulate substantial funds for future major repair and replacement of capital improvements, and the Board deems it in the interests of the Association to assure that such funds are prudently administered;

NOW, THEREFORE, the Board of Directors resolves that the following investment policy be, and hereby is, adopted:

I. ROUTINE ACCOUNT

All cash receipts, other than amounts under \$200 held for the operating account, shall be initially deposited in an interest-bearing account in the name of the Association, not commingled with the funds of any other organization, with a principal of the Association's managing agent firm as an authorized signatory. A single signature shall be required for all disbursements for previously approved contracts and for budgeted items up to the amount budgeted and non-budgeted items not exceeding \$1,000.00. Two signatures shall be required for all other disbursements, regardless of amount. This fund shall be used for disbursements, and only those funds needed for current cash

flow requirements shall generally be kept in this account. To the extent that cash flow needs permit, funds not immediately needed shall be transferred to Authorized Investments as described below to enhance their earnings.

II. INVESTMENTS

A. All potential investment accounts or instruments shall be evaluated by the Board as to how well they achieve a prudent balance among the factors of safety, liquidity as it relates to the Association's cash flow needs, and rate of return, and investment accounts or instruments shall be approved on the basis of such an appropriate balance.

B. At least annually, the Board shall provide to the Owners a listing on an itemized basis (but without identifying account numbers or other information that would risk the security of the funds) as to amount, type and rate of return of the investments, funds and accounts in which Association funds are deposited or invested. The purpose of this disclosure is to provide the Owners with an opportunity to see that the Association's funds are being properly and prudently administered, or to be informed if that is not the case.

C. No funds shall be deposited or invested except in Authorized Investments. Authorized Investments are:

1. Obligations of, or fully guaranteed as to principal by, the United States of America;
2. Obligations of the Federal National Mortgage Association, banks for Cooperatives, Federal Home Loan Banks, the Federal Land Bank, and Federal Intermediate Credit Bank;
3. Certificates of Deposit issued by banks and savings and loan associations within the limits of insurance provided by the Federal Deposit Insurance Corporation and the Federal Savings and Loan Insurance Corporation for each such Certificate;
4. Federally insured money funds within the limits of insurance coverage; and

5. Other such accounts or instruments as may be created or available where the principal is fully protected, guaranteed or insured.

D. No investment may be sold, withdrawn, redeemed or otherwise converted to cash prior to maturity without Board approval. Generally, such investments are intended to be held to maturity. However, any investment may be sold, withdrawn, or redeemed for an amount less than earnings at maturity if reinvested in an Authorized Investment the par value of which is equal to or greater than the par value of the investment sold, withdrawn or redeemed early, if the yield upon the latter is greater than the original yield would have been, and if the cost of the transaction does not negate the difference in earnings. Additionally, any investment may be sold, withdrawn or redeemed prior to maturity if funds are required to pay obligations of the Association not anticipated by cash flow projections.

E. Authorized signatories for all accounts or instruments other than the disbursing account above shall be the president and the treasurer, and both signatures shall be required to invest, reinvest, withdraw, redeem or sell Association funds or instruments. The Board may authorize two principals of the Managing Agent to serve as signatories on Association investment accounts.

**THE RESIDENCES AT MARKET SQUARE EAST, A CONDOMINIUM
RESOLUTIONS ACTION RECORD**

Resolution Type Administrative No. 2
 Pertaining to: investment policy

Duly adopted at a meeting of the Board of Directors of the Residences at Market Square East, a
 Condominium held June 23, 1999
2004

Motion by: Gerry Nalepa

Seconded by: Silvia Pérez

VOTE:

YES NO ABSTAIN ABSENT

OFFICER/DIRECTOR

<u>Mr. J. Myhre</u> , President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>[Signature]</u> , Vice President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Edwards Peter</u> , Treasurer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>[Signature]</u> , Secretary	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>[Signature]</u> , Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>[Signature]</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST:

 Secretary

 Date

FILE:

Book of Minutes- 19__

Book of Resolutions:

Book No. Page No.

Policy _____

Administrative _____

Special _____

General _____

Resolution effective _____, 19____. Resolution expires _____, 19____.

**THE RESIDENCES AT MARKET SQUARE EAST,
A CONDOMINIUM
ADMINISTRATIVE RESOLUTION NO. 3
STANDARDS COMMITTEE TERMS OF REFERENCE**

GIVEN THAT Article III, Section 5 of the Bylaws provides in applicable part that, "the Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Condominium and may do all acts and things as are by Section 45-1848 of the Condominium Act, the Declaration, the Declaration of Easements and Covenants or these Bylaws directed or authorized to be done by the Unit Owners Association;" and

GIVEN THAT Article III, Section 21 of the Bylaws provides that, "The Board of Directors from time to time may appoint (and expand and/or disband) such committees from among its own membership and/or from among the Unit Owners' Association as the Board of Directors from time to time deems desirable to assist in the administration or operation or affairs of the Condominium;" and

GIVEN THAT Article III, Section 22 of the Bylaws provides in applicable part that, "The Board of Directors shall establish a Standards Committee;"

NOW, THEREFORE, THE BOARD RESOLVES THAT a Standards Committee be established, having the following terms of reference:

I. RESPONSIBILITY

The primary responsibilities of the Standards Committee are to provide for visual harmony and soundness of repair; avoiding activities deleterious to the aesthetic or property values of the Condominium; furthering the comfort of the Unit Owners, their guests and tenants; and promoting the general welfare and safety of the Condominium community. In fulfilling its responsibilities, the Standards Committee shall perform functions which include, but are not necessarily limited to, the following:

A. Receive, review and decide on applications from Owners for changes or additions to Units or Common Areas pursuant to Article VI, Section 3(b) of the Bylaws.

B. Monitor compliance with and, subject to appeal to the Board, enforce the provisions of the Governing Documents, including conducting hearings on alleged violations, in accordance with Policy Resolution No. 4.

C. Propose, for adoption by the Board, procedures and guidelines for the exercise of its duties.

II. MANNER OF ORGANIZATION

A. Membership. The Standards Committee shall consist of three members appointed by the Board.

B. Terms. Each Standards Committee member shall serve for a term of one year.

C. Chairperson. The Standards Committee Chairperson shall be appointed by the Board president.

D. Vacancies. The Board may remove a chairperson with or without cause. The Committee may vote to remove its chairperson with cause. Vacancies created by either of the above or for any other reason shall be filled by appointment by the Board.

E. Recorder. The chairperson shall designate a recorder from among the members of the committee. The recorder shall be responsible for maintaining the committee membership roster, assisting the chairperson in preparing the monthly written committee report to the Board, and in general maintaining written documentation on committee decisions and activities.

III. MANNER OF OPERATION

The Standards Committee shall conduct its business in strict accordance with the Governing Documents and in the interests of the Association. As such, the Committee is charged with maintaining a constant awareness of the legal obligations, risks, and responsibilities of the Association. With regard

to the rights of Owners, the Committee may take no actions other than those authorized by Board policy without prior authorization of the Board reflected in the Association Minutes.

A. Function of the Chairperson. Functions of the chairperson include the following:

1. Coordinating and supervising committee activities and meetings to assure that committee responsibilities are met.
2. Preparing monthly committee reports to the Board.
3. Representing the committee to the Board.
4. Administering the committee's annual budget allocation (but not the cash, the administration of which shall be a responsibility of the Association treasurer or managing agent) to assure that funds are being spent as allocated, or to determine if adjustments are necessary in the funds allocated to the various subcommittees, if any.

B. Meetings

1. Regular Meetings of the full standing committee shall be held as necessary to carry out its assignments and responsibilities. A majority of the members shall constitute a quorum for the purpose of conducting committee business.

2. Special Meetings may be called by the chairperson or upon the written request of any two committee members.

C. Reporting and Channels of Communication

The Standards Committee chairperson shall periodically submit to the Board a written report on committee activities, in a format approved by the Board. This report shall include at least the following:

- a. a list of applications received
 - b. a list of decisions on applications
 - c. violations identified
 - d. actions taken relative to violations
 - e. hearings held, subject matter, and decisions
2. The recorder shall prepare and submit through the chairperson minutes of all Committee meetings.

INITIAL TASKS

During the Orientation Program, your committee should set task objectives within the scope of its role and functions. By the end of this period, you may wish to review its role and function, in the light of experience, and make recommendations to the Board of Directors for appropriate changes.

Some suggested tasks are to:

1. Define committee goals and objectives
2. Review and index those sections of the legal documents that pertain to the committee
3. Fill out the Source Schedule for the committee
4. Compile a list of committee tasks and establish priorities
5. Using the guidelines contained in this notebook, draw up rules and procedures -- an operating plan -- for carrying out its activities
6. Set up a filing system for recording its activities and related papers
7. Compile a list of prospective committee members to promote participation from all areas of the community, and invite them to attend committee meetings
8. Review proposed Terms of Reference

**THE RESIDENCES AT MARKET SQUARE EAST,
A CONDOMINIUM
RESOLUTIONS ACTION RECORD**

Resolution Type Administrative No. 3

Pertaining to: Standards Committee Terms of Reference

Duly adopted at a meeting of the Board of Directors of the Residences at Market Square East, a Condominium held June 23, 199.

Motion by: Gerry Pulepa Seconded by: Silvia Pérez

OFFICER/DIRECTOR	VOTE:	YES	NO	ABSTAIN	ABSENT
<u>Man L. Nylma</u> , President	✓	___	___	___	___
<u>Ji</u> , Vice President	✓	___	___	___	___
<u>Edmundo Rivero</u> , Treasurer	✓	___	___	___	___
_____, Secretary	___	___	___	___	___
<u>Arny P. P.</u> , Director	✓	___	___	___	___
ATTEST: <u>602752</u>	✓				
_____ Secretary		_____ Date			

FILE:

Book of Minutes- 19__

Book of Resolutions:

Book No.

Page No.

Policy

Administrative

Special

General

Resolution effective _____, 19__ Resolution expires _____, 19__.

**THE RESIDENCES AT MARKET SQUARE EAST, A CONDOMINIUM
ADMINISTRATIVE RESOLUTION NO. 4
RESIDENT ORIENTATION PROGRAM**

regarding the process of transition from developer to owner administration of the Association

GIVEN THAT Article III, Section 5 of the Bylaws provides in applicable part that, "the Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Condominium and may do all acts and things as are by Section 45-1848 of the Condominium Act, the Declaration, the Declaration of Easements and Covenants or these Bylaws directed or authorized to be done by the Unit Owners Association;" and

GIVEN THAT Article III, Section 21 of the Bylaws provides that, "The Board of Directors from time to time may appoint (and expand and/or disband) such committees from among its own membership and/or from among the Unit Owners' Association as the Board of Directors from time to time deems desirable to assist in the administration or operation or affairs of the Condominium;" and

GIVEN THAT the Board recognizes that a healthy and active committee structure is essential to the effective and respective operation of the Association; and

GIVEN THAT the Board wishes to establish a program of resident orientation to the workings of the Association;

NOW, THEREFORE, BE IT RESOLVED THAT, a resident orientation program shall be conducted substantially according to Exhibit "A" of this Resolution, beginning on August 26, 1992.

BE IT FURTHER RESOLVED THAT the residents of The Residences at Market Square East, A Condominium will be invited to form committees to fulfill the purposes of the Resolution, such committees to operate according to the following general guidelines:

I. COMMITTEES

The following committees shall be formed during the orientation period: Social; Assets Management; Ad Hoc Elections (if necessary); Standards; and the Ad Hoc Coordinating Council.

II. MEMBERSHIP AND CHAIRPERSON

Members for the above committees shall be those residents volunteering to serve at the initial residents meeting or thereafter during the orientation period. The chairperson and alternate chairman for each committee shall be chosen by the members of that committee from among themselves.

III. FUNCTIONS

The primary function of each committee during the orientation period shall be to gain familiarity with and understanding of its respective area of responsibility as implied in its title and consistent with the general functions outlined for each committee in its committee guidelines, and after review of its area of responsibility, to make recommendations, through the Ad Hoc Coordinating Council hereinafter described, to the Board for its consideration.

IV. DUTIES

More specifically, during the orientation period, each committee shall develop proposed goals and objectives, procedures and methods for conducting its business, develop a schedule for activities, and submit, to the Ad Hoc Coordinating Council hereinafter described, monthly written reports on its progress in the above areas.

V. COORDINATING COUNCIL

A. The chairperson of the committees listed under Section 1 of this resolution together shall constitute the Ad Hoc Coordinating Council. The members of the Ad Hoc Coordinating Council will elect a chairperson from among themselves; the alternate chairperson of the committee formerly represented by the Ad Hoc Coordinating Council shall succeed to the chair, and that committee shall elect a new alternate chairperson from among themselves.

B. The primary responsibility of the Ad Hoc Coordinating Council is to coordinate the activities and recommendations of the various committees, and to serve as interface between the Board and the committees. In fulfilling this function, the Ad Hoc Coordinating Council shall perform the following tasks:

1. Prepare monthly written summary reports for the Board and management agent, following receipt of each month's committee reports.
2. Review the legal documents governing the Association's organizational structure and its operations.
3. Review existing material that deals with organizing for self-government.
4. Review all contracts that have been entered into by the Board.
5. Guide and review committee activities and recommendations.
6. Prepare recommendations to the Board on the Association's organizational structure and its operations.
7. At the end of the orientation period, submit a summary report addressing the above topics, such report to serve as a background for the Board's establishment of the formal organizational structure.

VI. WORKSHOP

At the conclusion of the orientation period and following receipt of the above summary report the Board shall conduct a workshop with the Ad Hoc Coordinating Council for the purpose of discussing the summary report and finalizing the organizational structure.

VIII. ADOPTION OF FORMAL ORGANIZATIONAL STRUCTURE

Promptly following the orientation period, the Board shall adopt the formal organizational structure of the Association. All committees, with the exception of the Ad Hoc Elections Committee, shall then become standing committees. The Ad Hoc Coordinating Council will become the Coordinating Council.

EXHIBIT "A"
THE RESIDENCES AT MARKET SQUARE EAST, A CONDOMINIUM
RESIDENT ORIENTATION & TRANSITION PROGRAM

ORIENTATION/TRANSITION SCHEDULE

AUGUST, 1992 -- INITIAL RESIDENTS MEETING & SPECIAL ELECTIONS. Informal briefing on the organization and functions of the Association, formation of resident advisory committees, and election of homeowner directors to the Board of Directors.

SEPTEMBER, 1992 -- COMMITTEE SEMINAR. Detailed orientation on the five components of an effective association plus initial committee work sessions.

OCTOBER THROUGH DECEMBER, 1992. Monthly committee working sessions, plus monthly meetings of the Coordinating Council.

FIRST QUARTER, 1993. Review & finalization of the organizational structure of the association. Joint Board/Committee Workshop.

COMMITTEES TO BE FORMED

The following Committees will be formed during the orientation and transition period:

SOCIAL COMMITTEE. Responsible for advising the Board on a social and recreation program to serve the various age groups and interests in the community, using both community facilities and the facilities and opportunities available in the surrounding area. Membership open to all owners and residents.

ASSETS MANAGEMENT COMMITTEE. Responsible for advising the Board on long-range budget planning and forecasting, Association investments, and risk management programs. Also responsible for advising the Board on the standard of care for community facilities and on community safety and security programs. Membership open to all owners.

STANDARDS COMMITTEE. Consistent with the Bylaws, responsible for reviewing and deciding on applications for design changes to units and the common elements; monitoring compliance with the Governing Documents; enforcing compliance with the Governing Documents (subject to appeal to the Board of Directors); and interpreting the provisions of the Governing Documents from time to time. Members appointed by the Board of Directors.

AD HOC ELECTIONS COMMITTEE. Consistent with the Bylaws and the obligations of the managing agent, handling arrangements for soliciting candidates for elections to the Board; working with the Social Committee to arrange for a "Meet the Candidates" opportunity; coordinating with the concierge to disseminate information about the candidates and the elections through the newsletter; and certifying the election results. Membership open to all owners and residents who are not candidates or members of candidates' families.

COORDINATING COUNCIL. Consisting of the chairs of the above committees, this Council is responsible for coordinating all committee activities to avoid duplication, overlap or conflict of efforts, to review all committee proposals and recommendations, to communicate to committees from the Board and to communicate to the Board from committees.

**THE RESIDENCES AT MARKET SQUARE EAST, A CONDOMINIUM
ADMINISTRATIVE RESOLUTION NO. 5
ASSETS MANAGEMENT COMMITTEE TERMS OF REFERENCE**

regarding how the Assets Management Committee is organized and conducts business

GIVEN THAT Article III, Section 5 of the Bylaws provides in applicable part that, "the Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Condominium and may do all acts and things as are by Section 45-1848 of the Condominium Act, the Declaration, the Declaration of Easements and Covenants or these Bylaws directed or authorized to be done by the Unit Owners Association;" and

GIVEN THAT Article III, Section 21 of the Bylaws provides that, "The Board of Directors from time to time may appoint (and expand and/or disband) such committees from among its own membership and/or from among the Unit Owners' Association as the Board of Directors from time to time deems desirable to assist in the administration or operation or affairs of the Condominium;" and

GIVEN THAT Article III of the Bylaws in general imposes on the Association and, through it, the Board of Directors, significant powers and responsibilities for the management and protection of both the physical and financial assets of the Association; and

GIVEN THAT the Board deems it reasonable and prudent, and in the interests of the Members, to establish a committee to advise and assist it in managing the financial assets of the Association;

NOW, THEREFORE, THE BOARD RESOLVES THAT a Assets Management Committee be established, having the following terms of reference:

I. RESPONSIBILITY

The primary responsibility of the Assets Management Committee is to advise and assist the Board of Directors in prudently and efficiently administering the Association's assets in order to meet both the

requirements of the Founding Documents and the needs and the desires of the Members. In fulfilling its responsibility, the Assets Management Committee shall perform functions which include, but are not necessarily limited to, the following:

- A. Prepare and periodically review and update a multi-year baseline program/budget schedule for use by the Board in projecting Association financial needs over time.
- B. Working with the Association's managing agent and insurance broker, develop a risk management program for the Association in order to reduce the likelihood of events occurring that would result in claims and to reduce insurance premiums where possible where such may be done without decreasing needed coverage or the quality of insurance program administration.
- C. Working with the treasurer and the managing agent, develop a proposed investment program for the Association consistent with Administrative Resolution No. 2.
- D. Working with the treasurer and the managing agent, develop and recommend to the Board an operating and reserves budget in accordance with the timetable for budget adoption specified in the Bylaws.
- E. Review monthly financial statements, with emphasis on cash investments status, income and expenses compared to budget, accounts receivable, invoices paid, and expenditures from reserves.
- F. Working with the treasurer and managing agent, develop appropriate recommendations for the Board of Directors to assure that both property care and community safety and security are maintained at a high level.

II. MANNER OF ORGANIZATION

- A. **Membership.** Members of the committee may include any Owner who initially joins the committee or any Owner who subsequently attends three consecutive committee meetings. Any member who misses three consecutive committee meetings without good reason shall be deemed to have resigned from the committee.
- B. **Chairperson.** The chairperson shall be appointed by the president of the Board. The committee members shall elect a vice chairperson who shall serve in the absence of the chairperson. Chairpersons (and any other officers of the committee) shall serve one year terms, except for the initial chairperson who shall serve until the first regular committee meeting following the Annual Meeting or until his or her successor is appointed.
- C. **Vacancies.** The Board may remove a chairperson with or without cause. A committee may vote to remove its chairperson with cause. Vacancies created by either of the above or for any other reason shall be filled by appointment by the Board.
- D. **Recorder.** The chairperson shall designate a recorder from among the members of the committee. The recorder shall be responsible for maintaining the committee membership roster, assisting the chairperson in preparing the monthly written committee report to the Board, and in general maintaining written documentation on committee decisions and activities.
- E. **Subcommittees.** If the number of committee members and the responsibilities of the committee so warrant, the committee may through its chairperson create such standing or ad hoc subcommittees as are necessary or desirable, so long as such subcommittees have specific goals and objectives. The subcommittee chairpersons and members shall be appointed by the committee chairperson.

III. MANNER OF OPERATION

The Committee shall operate within the following parameters; consistent with such parameters the committee may establish such other rules and methods of operation as it deems necessary:

A. Functions. General functions of the committee include the following:

1. Assessing conditions and needs in the area of the committee responsibility.
2. Establishing goals and objectives for itself.
3. Unless such priorities are established by the Board, establishing priorities for committee and subcommittee activities.
4. In accordance with guidelines and procedures established by the Board, prepare annual committee budget requests reflecting committee income-producing activities and expenses relative to the committee's area of operation.

B. Functions of the Chairperson. Functions of the chairperson include the following:

1. Coordinating and supervising the committee activities and meetings to assure that committee responsibilities are met.
2. Drafting monthly committee reports to the Board.
3. Representing the committee on the Coordinating Council.
4. Administering the committee's annual budget allocation (but not the cash, the administration of which shall be a responsibility of the Association treasurer or managing agent) to assure that funds are being spent as allocated, or to determine if adjustments are necessary in the funds allocated to the various subcommittees, if any.

C. Subcommittees. To the extent that the number of committee members makes it necessary or appropriate, the committee, through its chairperson, shall also establish such subcommittees as it deems necessary, and in so doing:

1. Determine the purpose, scope and objectives for the subcommittee
2. Appoint its members
3. Supervise subcommittee activities
4. Review subcommittee reports

5. On a periodic basis, review and evaluate each subcommittee's activities to determine if it should be dissolved or merged with another subcommittee, according to the following criteria: Does the need for which the subcommittee was created still exist? If yes, is the subcommittee the most effective mechanism for meeting that need, or might some alternative work be better?

The subcommittee shall perform tasks as assigned by the committee chairperson and submit monthly written reports to the chairperson.

D. Meetings.

1. Regular Meetings of the full standing committee shall be held at least once each month or more often as necessary to carry out its assignments and responsibilities. The purpose of at least one full committee meeting each year is to hear and review the committee's budget and policy recommendations and to integrate them into one committee budget proposal to be submitted through the chairperson to the person or entity designated by the Board. A majority of the members shall constitute a quorum for the purpose of conducting committee business.
2. Special Meetings may be called by the chairperson or upon the written request of any two committee members.
3. Subcommittee Meetings shall be held at least monthly or more often as necessary for as long as it takes the subcommittee to complete its assigned tasks, which may be a special project of short duration or an ongoing task.

E. Reporting and Channels of Communication

1. Each committee shall, through the Coordinating Council chairperson, submit to the Board a monthly written report on committee activities, in a format approved by the Board. Such reports shall include at least the following:
 - a. summary of activities during the past month
 - b. problems encountered, if any, and assistance requested, if any
 - c. number of members at last meeting
 - d. plans for coming month
 - e. recommendations or proposals, if any, with supporting rationale
 - f. itemized list of expenditures, if any
 - g. itemized list of income, if any.

INITIAL TASKS

During the Orientation Program, your committee should set task objectives within the scope of its role and functions. By the end of this period, you may wish to review its role and function, in the light of experience, and make recommendations to the Board of Directors for appropriate changes.

Some suggested tasks are to:

1. Define committee goals and objectives
2. Review and index those sections of the legal documents that pertain to the committee
3. Fill out the Source Schedule for the committee
4. Compile a list of committee tasks and establish priorities
5. Using the guidelines contained in this notebook, draw up rules and procedures -- an operating plan -- for carrying out its activities
6. Set up a filing system for recording its activities and related papers
7. Compile a list of prospective committee members to promote participation from all areas of the community, and invite them to attend committee meetings
8. Review proposed Terms of Reference

**THE RESIDENCES AT MARKET SQUARE EAST, A CONDOMINIUM
RESOLUTIONS ACTION RECORD**

Resolution Type Administrative No. 5

Pertaining to: how the Assets Management Committee is organized and conducts business

Duly adopted at a meeting of the Board of Directors of The Unit Owners Association,
held July 21, , 192004

Motion by: Eric Foster

Seconded by: Tom Sharpe

VOTE:

OFFICER/DIRECTOR

YES NO ABSTAIN ABSENT

<u>Mary 2. Lynch</u> , President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>[Signature]</u> , Vice President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, Treasurer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>[Signature]</u> , Secretary	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>[Signature]</u> , Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>[Signature]</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST:

Secretary

Date

FILE:

Book of Minutes- 19__

Book of Resolutions:

Book No.

Page No.

Policy _____

Administrative _____

Special _____

General _____

Resolution effective _____, 19____. Resolution expires _____, 19____.

ASSOCIATION

**THE RESIDENCES AT MARKET SQUARE EAST, A CONDOMINIUM
ADMINISTRATIVE RESOLUTION NO. 6
SOCIAL COMMITTEE TERMS OF REFERENCE**

regarding how the Social Committee is organized and conducts business

GIVEN THAT Article III, Section 5 of the Bylaws provides in applicable part that, "the Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Condominium and may do all acts and things as are by Section 45-1848 of the Condominium Act, the Declaration, the Declaration of Easements and Covenants or these Bylaws directed or authorized to be done by the Unit Owners Association;" and

GIVEN THAT Article III, Section 21 of the Bylaws provides that, "The Board of Directors from time to time may appoint (and expand and/or disband) such committees from among its own membership and/or from among the Unit Owners' Association as the Board of Directors from time to time deems desirable to assist in the administration or operation or affairs of the Condominium;" and

GIVEN THAT the Board deems it in the interests of the Association and the members to conduct social and recreational activities for the benefit of the residents, in order to encourage and facilitate a positive community environment; and

GIVEN THAT, to better carry out such activities, the Board deems it necessary to create a standing committee to advise and assist the Board in developing and conducting such activities;

NOW, THEREFORE, THE BOARD RESOLVES THAT a Social Committee be established, having the following terms of reference:

I. RESPONSIBILITY

The primary responsibility of the Social Committee is to advise and assist the Board in developing and conducting a community recreational and social activities program reflecting the various

age groups and interests represented in the community. In fulfilling its responsibility, the Social Committee shall perform functions which include, but are not necessarily limited to, the following:

A. Proposing, and if approved by the Board, arranging for and conducting parties or social events around the various seasons and holidays.

B. Proposing, and if approved by the Board, arranging for various programs focused around the swimming pool; cultural or recreational facilities in the community, educational classes; etc.

C. Proposing, and if approved by the Board, arranging for various outings to concerts, theaters, museums or exhibits, festivals, sports events, etc.

D. Proposing, and if approved by the Board, arranging for various presentations by persons within or outside of the community to members of the community, such as community safety talks by police and/or fire officials; educational lectures; travel logs; arts and crafts; etc.

Generally, the Social Committee shall submit a one-year proposal for activities, estimated expenses, and sources of income for Board review, so that once a one-year plan is approved by the Board, the Committee need not seek separate approval for each activity unless that activity was not included in the proposal.

II. MANNER OF ORGANIZATION

A. **Membership.** Members of the committee may include any Owner who initially joins the committee or any Owner who subsequently attends three consecutive committee meetings. Any member who misses three consecutive committee meetings without good reason shall be deemed to have resigned from the committee.

B. **Chairperson.** The chairperson shall be appointed by the president of the Board. The committee members shall elect a vice chairperson who shall serve in the absence of the chairperson. Chairpersons (and any other officers of the committee) shall serve one year

terms, except for the initial chairperson who shall serve until the first regular committee meeting following the Annual Meeting or until his or her successor is appointed.

- C. Vacancies. The Board may remove a chairperson with or without cause. A committee may vote to remove its chairperson with cause. Vacancies created by either of the above or for any other reason shall be filled by appointment by the Board.
- D. Recorder. The chairperson shall designate a recorder from among the members of the committee. The recorder shall be responsible for maintaining the committee membership roster, assisting the chairperson in preparing the monthly written committee report to the Board, and in general maintaining written documentation on committee decisions and activities.
- E. Subcommittees. If the number of committee members and the responsibilities of the committee so warrant, the committee may through its chairperson create such standing or ad hoc subcommittees as are necessary or desirable, so long as such subcommittees have specific goals and objectives. The subcommittee chairpersons and members shall be appointed by the committee chairperson.

III. MANNER OF OPERATION

The Committee shall operate within the following parameters; consistent with such parameters the committee may establish such other rules and methods of operation as it deems necessary:

- A. Functions. General functions of the committee include the following:
 1. Assessing conditions and needs in the area of the committee responsibility.
 2. Establishing goals and objectives for itself.
 3. Unless such priorities are established by the Board, establishing priorities for committee and subcommittee activities.

4. In accordance with guidelines and procedures established by the Board, prepare annual committee budget requests reflecting committee income-producing activities and expenses relative to the committee's area of operation.
- B. Functions of the Chairperson. Functions of the chairperson include the following:
1. Coordinating and supervising the committee activities and meetings to assure that committee responsibilities are met.
 2. Drafting monthly committee reports to the Board.
 3. Representing the committee on the Coordinating Council.
 4. Administering the committee's annual budget allocation (but not the cash, the administration of which shall be a responsibility of the Association treasurer or managing agent) to assure that funds are being spent as allocated, or to determine if adjustments are necessary in the funds allocated to the various subcommittees, if any.
- C. Subcommittees. To the extent that the number of committee members makes it necessary or appropriate, the committee, through its chairperson, shall also establish such subcommittees as it deems necessary, and in so doing:
1. Determine the purpose, scope and objectives for the subcommittee
 2. Appoint its members
 3. Supervise subcommittee activities
 4. Review subcommittee reports
 5. On a periodic basis, review and evaluate each subcommittee's activities to determine if it should be dissolved or merged with another subcommittee, according to the following criteria: Does the need for which the subcommittee was created still exist? If yes, is the subcommittee the most effective mechanism for meeting that need, or might some alternative work be better?

The subcommittee shall perform tasks as assigned by the committee chairperson and submit monthly written reports to the chairperson.

D. Meetings.

1. Regular Meetings of the full standing committee shall be held at least once each month or more often as necessary to carry out its assignments and responsibilities. The purpose of at least one full committee meeting each year is to hear and

review the committee's budget and policy recommendations and to integrate them into one committee budget proposal to be submitted through the chairperson to the person or entity designated by the Board. A majority of the members shall constitute a quorum for the purpose of conducting committee business.

2. Special Meetings may be called by the chairperson or upon the written request of any two committee members.
3. Subcommittee Meetings shall be held at least monthly or more often as necessary for as long as it takes the subcommittee to complete its assigned tasks, which may be a special project of short duration or an ongoing task.

E. Reporting and Channels of Communication

1. Each committee shall, through the Coordinating Council chairperson, submit to the Board a monthly written report on committee activities, in a format approved by the Board. Such reports shall include at least the following:
 - a. summary of activities during the past month
 - b. problems encountered, if any, and assistance requested, if any
 - c. number of members at last meeting
 - d. plans for coming month
 - e. recommendations or proposals, if any, with supporting rationale
 - f. itemized list of expenditures, if any
 - g. itemized list of income, if any.

**THE RESIDENCES AT MARKET SQUARE EAST, A CONDOMINIUM
RESOLUTIONS ACTION RECORD**

Resolution Type Administrative No. 6

Pertaining to: how the Social Committee is organized and conducts business

Duly adopted at a meeting of the Board of Directors of The Unit Owners Association,
held July 21, 192004

Motion by: Gerald Nalepa
Ann P. [Signature]
OFFICER/DIRECTOR

Seconded by: Eric Foster

[Signature] President
[Signature] Vice President
_____, Treasurer
[Signature] Secretary
[Signature] Director
[Signature]

VOTE:	YES	NO	ABSTAIN	ABSENT
<u>Yes</u>	<u>✓</u>	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

ATTEST:

Secretary

Date

FILE:

Book of Minutes- 19__

Book of Resolutions:

Book No.	Page No.
_____	_____
_____	_____
_____	_____
_____	_____

Policy

Administrative

Special

General

Resolution effective _____, 19____. Resolution expires _____, 19____.

INITIAL TASKS

During the Orientation Program, your committee should set task objectives within the scope of its role and functions. By the end of this period, you may wish to review its role and function, in the light of experience, and make recommendations to the Board of Directors for appropriate changes.

Some suggested tasks are to:

1. Define committee goals and objectives
2. Review and index those sections of the legal documents that pertain to the committee
3. Fill out the Source Schedule for the committee
4. Compile a list of committee tasks and establish priorities
5. Using the guidelines contained in this notebook, draw up rules and procedures -- an operating plan -- for carrying out its activities
6. Set up a filing system for recording its activities and related papers
7. Compile a list of prospective committee members to promote participation from all areas of the community, and invite them to attend committee meetings
8. Review proposed Terms of Reference

THE RESIDENCES AT MARKET SQUARE EAST, A CONDOMINIUM
ADMINISTRATIVE RESOLUTION NO. 7
DISCLOSURE OF INTEREST

regulating officers' and directors'
dualities and conflicts of interest

GIVEN THAT Article III, Section 5 of the Bylaws provides in applicable part that, "The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Condominium and may do all acts and things as are by Section 45-1848 of The Condominium Act, the Declaration, the Declaration of Easements and Covenants or these Bylaws directed or authorized to be done by the Unit Owners' Association;" and

GIVEN THAT, the members of the Board of Directors wish to exercise their powers and duties in good faith with a view to the interests of the Association, and to this end deem it necessary and appropriate to adopt guidelines for action on matters where a potential duality or conflict of interest may exist; and

GIVEN THAT the Board wishes to avoid self-dealing, actual or apparent, in its administration of the Association; and

GIVEN THAT the Board deems it necessary and desirable to adopt certain requirements for officers and directors to help assure sound management of the Association;

NOW, THEREFORE, the Board of Directors resolves that the following requirements shall be, and hereby are, adopted:

I. REQUIREMENTS UPON ALL OFFICERS AND DIRECTORS

A. All officers and directors shall exercise their powers and duties in good faith and in the interests of the Association.

B. Any duality of interest or possible conflict of interest on the part of any officer or director shall be disclosed to the other directors and made a matter of record through an annual procedure and also when the interest is at play in a matter of Board action. Such annual disclosure shall take place at the first Board meeting after the Annual Meeting.

C. Any contract or transaction must be commercially reasonable to the Association at the time it is authorized ratified, approved, or executed.

II. DURING THE PERIOD OF DECLARANT CONTROL

In recognition of its obligation to Members, lenders and local authorities to complete development of the Community as planned, the Declarant or its appointees to the Board may be counted in determining the presence of a quorum at any meeting of the Board or Board committee during which a contract or transaction is authorized, approved, ratified or executed. These persons may vote at such meetings with the same effect as if they were not Declarant representative or appointees. During the period of Declarant control, no contract or other transaction of any sort (including one between the Association and one or more of its officers and directors or between the Association and any corporation, firm or

association in which one or more of the directors or officers have a financial interest) is either void or voidable simply because such officer or director was present or voted at the meeting where the contract or transaction was authorized, approved, ratified or executed. However, such contract or transaction must be made or approved in good faith and in the interests of the Association and must be commercially reasonable at the time.

III. AFTER DECLARANT CONTROL

In addition to all the requirements in Part I above, all Member-elected directors shall be subject to the following requirements:

A. Any Member-elected director having a duality of interest or possible conflict of interest shall disclose such to the Board and shall not vote or use personal influence on the matter. That director shall not be counted in determining the quorum for the meeting. The minutes of the meeting shall reflect the disclosure, the quorum situation, and the abstention from voting.

B. For purposes of this policy, an officer or director shall be deemed to be so interested if he is a principal or officer or has a financial interest (including salary, wages, bonuses, fees, etc.) exceeding \$1,000.00 in the firm being considered, or if the transaction will result in direct payment to that director from the Association in any amount.

C. These requirements are not intended to prohibit the officer or director from briefly stating his or her position on the matter or from answering pertinent questions from other officers and directors,

since his or her knowledge may be of great assistance.

D. Any new officer or director shall be advised of this policy on taking his or her place on the Board.

THE RESIDENCES AT MARKET SQUARE EAST, A CONDOMINIUM
RESOLUTIONS ACTION RECORD

Resolution Type Administrative No. 7

Pertaining to: regulating officers' and directors' dualities and conflicts of interest

Duly adopted at a meeting of the Board of Directors of the Residences at Market Square East, a Condominium held July 21, 1992004

Motion by: Gerald Nalepa Seconded by: Gina Foster
[Signature] [Signature]

OFFICER

[Signature], Director
[Signature], Director
[Signature], Director
[Signature], Director
[Signature], Director

VOTE:

YES	NO	ABSTAIN	ABSENT
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST:

Secretary

Date

FILE:

Book of Minutes - 1992004
Book of Resolutions:

	Book No.	Page No.
I Policy	<u> </u>	<u> </u>
II Administrative	<u>X</u>	<u>II-39</u>
III Special	<u> </u>	<u> </u>
IV General	<u> </u>	<u> </u>
Resolution effective	<u> </u>	19 <u> </u> .
Resolution expires	<u> </u>	19 <u> </u> .

I certify that I will agree to abide by the pet policies of Policy Resolution No. 6, as it may from time to time be amended. I understand that, if this request is disapproved, I may not keep the above pet(s) on the Property.

Applicant's Signature

Date

Note: If this application is submitted by a lessee, the Unit Owner or Owner's agent must also sign this form below.

THE RESIDENCES AT
MARKET SQUARE WEST
WAIVER FOR USE OF EXERCISE ROOM

I represent and warrant that I am in good health and have no physical condition, ailment or disability which renders me unable to participate in vigorous physical activity. For and in consideration of the benefits derived from my use I assume all risks and hazards incidental to such use, and do hereby indemnify, release, and hold harmless the Residences at Market Square West, its Board of Directors, building manager, employees and agents, the Trammell Crow Co., Avenue Associates, L.P., Legum & Norman, Inc., their employees and agents from all claims of any kind whatsoever, which may arise or hereafter accrue in connection with my use of the Health Club and its equipment. I further grant permission for first aid to be given to me in an emergency, and will be solely responsible for any medical costs which may arise.

Signature of Resident

Date

Unit # _____

The following must be executed if the user is a minor:

As parent/guardian of the above-named minor, I grant permission for him/her to use the Health Club and its equipment and by my signature hereto agree to be bound by the terms and conditions of the paragraph set forth above.

Signature of Parent/Guardian

Date

The Residences MARKET ♦ SQUARE

EAST TOWER OWNER'S MANUAL

PREPARED FOR:

The Residences at Market Square East
701 Pennsylvania Avenue, Northwest
Washington, D.C. 20004

PREPARED BY:

Legum & Norman Realty, Inc.
4201 Connecticut Avenue, N.W.
Washington, D.C. 20008

In the event the information contained in this manual is inconsistent with the Governing Documents of the Condominium, the Governing Documents shall prevail.

OWNERS MANUAL

THE RESIDENCES AT MARKET SQUARE EAST

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PART I
"READ ME FIRST"

PART I

"READ ME FIRST"

IMPORTANT AND USEFUL TELEPHONE NUMBERS

	<u>Telephone</u>
On-Site Manager	(202) 783-4582
Front Desk	(202) 783-4586
Concierge	(202) 783-4586
Managing Agent -- Legum and Norman, Inc.	
Regarding Assessments or Your Account	(202) 686-8447
Community Manager	(202) 362-9200
Resale Certificates	(202) 686-8412
Evening and Weekend Emergencies	(202) 362-9200
Developer Customer Service	
Unit Warranty Claims	(202) 783-2045
	(202) 783-2046
	(202) 783-2047
Insurance -- Morgan & Cheves	
Steve Dickerson	(703) 683-5880
(for Unit insurance or Certificates of Insurance)	
Cable Television Hook-ups	
Washington Cable	(202) 646-1600
Telephone and Utility Hook-ups	
C&P Telephone - New Service	(202) 346-1000
A-K	(202) 346-1100
L-Z	(202) 346- 2+
Present Service	(202) 346- 2+
(first three digits of phone number)	
PEPCO	(202) 833-7500
Post Office - National Capitol	(202) 523-2337
Metro - Bus or Rail	(202) 637-7000
Colonial Parking	
Rental	(202) 778-1645
Operations	(202) 452-9600

PUBLIC SERVICE AND EMERGENCY NUMBERS

Police, Fire, Medical Emergencies	911
TTY/TTD Emergency #	(202) 727-9334

IMPORTANT AND USEFUL TELEPHONE NUMBERS

	<u>Telephone</u>
Non-emergency Police	(202) 727-4326
Poison Control Center	(202) 625-3333
Animal Shelter	(202) 576-6664
Public Works - Transportation Systems Admin.	
Auto Tags & Licenses	(202) 727-6680
Hospitals	
Geo. Washington Univ. Hospital	(202) 994-1000
Georgetown Univ. Hospital	(202) 687-5055
Washington Hospital Center	(202) 877-7000
Health Department	(202) 673-6700
Consumer Affairs	(202) 727-7000
Motor Vehicle Bureau (MVB)	(202) 727-6680
Newspapers	
The New York Times	(202) 863-0414
The Washington Post	(202) 334-6000
The Washington Times	(202) 636-3054
Library -- Martin Luther King Memorial	(202) 727-1111
Weather	(202) 936-1212
Time of Day	(202) 844-1001

Please refer to the Pennsylvania Quarter brochure in the pocket of this Manual which contains additional listings of area banks, restaurants and delis, food stores, drugstores, and a vast array of other area retailers, services and recreational offerings.

STARTING YOUR UTILITY SERVICE

Electricity

Electricity is provided by PEPCO and provides air conditioning, lighting, power for appliances and power to receptacles.

Your electrical meter is located in a common meter room, so it will not be necessary for PEPCO to enter your home to read the meter.

It is up to each resident to arrange for electrical service. If you have not already done so, please call PEPCO immediately to arrange service in your name not later than three days after settlement.

To arrange for electrical service, please call PEPCO at: (202) 833-7500, and provide the following information: Name, place of employment or social security number, address of Market Square East, billing address if different, address of previous PEPCO service.

Gas Service

Gas service for the residential cooling system is master-metered and included in your monthly condominium assessment. No action on your part is required for service.

STARTING YOUR TELEPHONE SERVICE

Each Market Square residence is pre-wired for telephone service, with jacks located in each bedroom, the living room, and the kitchen. Each resident must arrange for their own telephone service. To arrange service, contact the C & P Telephone Company. If your last name begins with the letters A through K, call (202) 346-1000. If it begins with L-Z, call (202) 346-1100. Deaf customers and those using a TDD should call 1 (800) 492-2215 about service and billing.

If you have not previously had telephone service with C & P, a deposit may be required. Telephone service rates vary according to the service level selected. Available services include call waiting, call forwarding, speed calling, three-way calling, and a variety of rate plans.

If you are new to the Washington Metropolitan Area, you should be aware that even local calls to other jurisdictions (e.g., to Maryland or Virginia from the District of Columbia) require the use of the appropriate area code.

CABLE TELEVISION SERVICE

All Market Square residences are provided with satellite cable service, with cable jacks in each bedroom and the living room. These must be activated by installation of the wall plate by Washington Cable at a cost of \$30.00 per set. Cable-ready television sets may be hooked into the jacks. Other sets can be converted, with an additional charge, by Washington Cable at (202) 646-1600.

COORDINATING YOUR MOVE

For your convenience, and to assure uninterrupted availability of an elevator, moving arrangements must be coordinated with the Manager. If you lease your unit, please have your lessee coordinate with the Manager as well.

To protect the condominium against possible damage to the property, a \$500 damage deposit is required and will be collected at the time moving arrangements are made. Once the move has been completed, if there has been no damage to the common areas, the deposit will be returned. Should there be any damage, the costs of repairs will be deducted from the deposit. If the cost of repairs exceeds the amount of the deposit, those costs will be assessed against the owner's account, pursuant to Rule 4C of the Rules and Regulations. The elevator will not be reserved unless the moving deposit is paid.

To assure that you have the information you need regarding moving arrangements, when you contact the Manager you will be given a copy of the procedures and rules regarding moving in or out of the Residences at Market Square East.

Moving will be restricted to the specific elevator designated by the Manager. Moving through the loading dock is permitted. Moves through any other doors are expressly prohibited.

The hours for moving in and out of the building are from 8:00 a.m. - 5:00 p.m., Monday through Friday.

No moving is allowed on Saturdays, Sundays, or Holidays.

INFORMATION WE NEED FROM YOU

To properly serve you and your interests, the Association needs to maintain certain information regarding unit owners and lessees. Please take a moment now to fill out the "Resident Information Form" which is included in Appendix A of this Manual and turn it in at the front desk or mail it to:

The Residences at Market Square East
c/o Legum & Norman
4201 Connecticut Avenue, N.W.
Washington, DC 20008

Required information includes:

- * Your home telephone number
- * Your office number, if applicable, so that we may reach you if there is an emergency involving your residence
- * Whom to contact in case of an emergency.
- * Name and address of your mortgagee for the purpose of issuing notices to mortgagees as required by the legal document.
- * Pet Registration Form for each pet that will be living with you that has access to the common elements (Appendix "E").
- * If you lease your unit, a copy of the executed lease agreement.

Also included in Appendix B of this Manual is an Evacuation Assistance Form which should be completed by residents who need special assistance during an emergency evacuation of the building.

INSURANCE

Your Board of Directors has obtained insurance to protect the Unit Owners Association as provided in the Bylaws (Article VIII).

NOTE: This property coverage does not insure personal property belonging to a Unit Owner (furniture, decorations, artwork, jewelry, belongings, etc.). You should discuss coverage of such items with your insurance agent. For your convenience a copy of the Association's insurance policies is available for your review at the Management Office. This will enable you to coordinate coverages with your insurance agent.

<p>NOTE: UNIT OWNERS SECURING THEIR OWN INSURANCE MUST REFER TO ARTICLE VIII OF THE BYLAWS TO BE AWARE OF POSSIBLE CONFLICTS BETWEEN THEIR OWN POLICIES AND THE ASSOCIATION'S POLICIES IF CERTAIN PROVISIONS OF THE BYLAWS ARE NOT FOLLOWED.</p>
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ACCESS CONTROL CARDS, KEYS AND SERVICE

Market Square is equipped with a building access system that is designed to make access to the building easy for residents and their invited guests, but difficult for others. We ask that you read this section carefully so that you understand how the system works and how you can contribute to the building's safety. Remember, no system is completely fail-safe. Building safety requires the cooperation of everyone.

The basic design of the building access system is that all doors should be locked at all times.

Guest Entry

There is an entry console located at each building entrance and in the garage. Instructions for the use of this system are clearly indicated on the console. When a guest phones your unit, simply press the numeral "9" which is designated to unlock the door, and your guest will be admitted.

Common Area Cards

Anyone with a Market Square common access card (proximity card) can gain access by using this card at the card readers located in these locations: the building entrance, the exercise room, the garage door, and the garage residential elevator lobby. The access card is designed to operate without removing it from your purse or billfold.

IMPORTANT:

DO NOT STORE YOUR ENTRY CARD NEXT TO YOUR CREDIT CARDS

(Credit cards and eel skin card cases demagnetize entry cards)

Turn defective cards into the management office for replacement. If you lose your card, the management office will issue a new one for a \$25.00 fee.

If your card ever fails to work or you lose your card, go to the Lobby entrance. Use the phone system to call the Lobby Attendant to gain access. If you call the Lobby Attendant, you will be asked for verbal identification and admitted upon satisfactory proof of residency.

Additionally, residents will be provided with a key, which will unlock the trash room, stairwell, and the residential storage room doors.

Unit Access and Admit Slips

All residents are required to provide a working set of unit keys to the Association.

The Association must make a request for entry at a time reasonably convenient to the owner/resident of any residence before entering the residence. If there is an emergency, however, the right of entry is immediate and without notice.

In addition, residents may also leave a set of "convenience keys" with the Building Manager for admittance of trade personnel, visitors, or in-unit service personnel. Residents who desire this admit service are required to fill out an Admit Slip and key envelope. Management will not accept any convenience keys unless the written authorization and release of liability accompanies the keys.

PARKING

To make arrangements for a residential unit parking space please contact Colonial Parking at (202) 778-1645.

The garage is interfaced with the building access control system so you can use your card to open the garage door during hours when the garage is closed to commercial activity. The garage hours are Monday-Friday, 6:00 a.m. - midnight and weekends 11:00 a.m. - midnight.

Each unit may rent one parking space at prevailing rates. Additional spaces may be available. Guest parking is available, with certain restrictions:

- * If a guest parks during hours of garage operation the commercial rate is charged.
- * If a guest leaves after midnight when the garage closes, a token is needed to exit. These tokens may be purchased in advance from the Management office during regular business hours.
- *. A resident may provide access to a guest by using an access card after garage hours, but if the guest exits after 6:00 a.m. the garage will charge a full day's rate.

If an unauthorized vehicle is parked in your parking space, please see the garage attendant for towing.

MAIL SERVICE

Mail is delivered by the United States Postal Service directly to the locked mailboxes in the alcove near the elevators. The Post Office branch servicing the property is National Capitol Station, 2 Massachusetts Avenue, Northeast, (202) 523-2337.

Packages delivered by U.S. Mail will be left in the large boxes adjacent to the mailboxes and the key to the package box left in the mailbox of the addressee. After the package box has been unlocked, the key stays in the keyhole until the mail carrier retrieves it.

Packages delivered by services other than U.S. Mail will be delivered to the unit if there is someone home to accept them. If nobody is at home the Desk Attendant will hold packages subject to the following conditions:

The package is small enough to be accommodated in the storage space available;

The Desk Attendant is available at the time of delivery;

The package does not require an authorized acceptance (such as Certified Mail);

Management has been authorized in writing to accept the package on the resident's behalf.

ANY PACKAGES OR ARTICLES ACCEPTED BY THE DESK ATTENDANT SHALL BE HELD AT THE SOLE RISK OF THE UNIT OWNER/RESIDENT. THE ASSOCIATION DOES NOT ASSUME ANY RESPONSIBILITY FOR INSPECTION, LOSS OR DAMAGE IN SUCH CASES.

ELEVATORS

There are three elevators servicing the residential portion of each building. Two elevators serve the residential lobby and the four residential floors. (One of these serves as a freight elevator for moving and large deliveries). The third elevator serves the garage. The rules for reserving and using the freight elevator are available from the Building Manager.

In the event of a fire or other emergency, the elevator is programmed to go to the Lobby level and remain on that level with its doors open, unless the emergency occurred on the Lobby level in which case it will open at the nearest available safe floor. THEREFORE, IN THE EVENT OF A FIRE OR OTHER EMERGENCY, DO NOT ATTEMPT TO USE THE ELEVATOR. PLEASE USE THE STAIRWELLS, and exit at the ground level exits which are clearly marked.

PAYMENT OF ASSESSMENTS AND WORKING CAPITAL

When you settled on your unit, the settlement agent collected and forwarded to the appropriate party your monthly condominium assessment for the balance of the month in which you settled and for the next full month. Settlement information and assessment payments are sent to the Association's Managing Agent, Legum & Norman.

Shortly after settlement you should receive from Legum & Norman a written confirmation of your name, address, settlement date, and the funds collected at settlement. Within two to four weeks after that, you should receive a set of assessment payment coupons for the balance of the fiscal year. All data on the coupons is based on information from the settlement sheet. If there is any error or omission on the coupons, please so indicate and provide the correct information on the correction form enclosed with the coupons. (If your billing address is different than the unit address, please use that form to so indicate.) If you do not receive any materials from Legum & Norman within six weeks of your settlement date, please contact their Account Services Department at (202) 686-8445, 8446 or 8447.

Also at the time of settlement a Working Capital Contribution was collected. The Contribution is equivalent to two months of assessments, but is not a prepayment of assessments. More information on Working Capital, including a Working Capital Budget, is included in your Public Offering Statement package.

PART II

COMMUNITY OPERATIONS, FACILITIES & SERVICES

PART II
COMMUNITY OPERATIONS, FACILITIES & SERVICES

OPERATIONS

Governing Documents

A Condominium is governed by a series of documents which were included in the Public Offering Statement provided to you before settlement. These documents consist of the Declaration of Condominium, the Bylaws, the Rules and Regulations and the Declaration of Covenants and Easements. Additionally, the Board of Directors has adopted a Book of Resolutions containing the initial policies of the Association. These documents address owners' rights and obligations and empower the Board of Directors to manage the affairs of the Condominium.

The Declaration of Condominium ("Declaration") is a statement of legal right, title and obligation. It describes condominium units and the common elements, and the rights and obligations of the developer.

The Bylaws govern the day-to-day operation of the condominium and address meetings, voting, Board powers and duties, insurance, budget and assessments, maintenance responsibilities of the Association and Unit Owners, and restrictions on use of property.

The Rules and Regulations and the Book of Resolutions both contain rules regarding use of units and common elements and such subjects as pets, parking, design changes to units, etc.

The Declaration of Covenants and Easements is a special document, unique to Market Square East, which explains the relationship between the residential and commercial portions of Market Square East and the shared mechanical, physical and operational aspects of the condominium and commercial properties, and special easements required to access them.

It is important that you read these documents so that you are familiar with your rights and responsibilities as a condominium owner, and to understand the organization of the condominium and the actions taken by the Board of Directors.

Swimming Pool

The swimming pool is located on the roof deck of the building and accessed through the stairwell from the 13th floor. The pool is open from Memorial Day through Labor Day weekends. Days and hours of operation will be posted during the pool season. Except for private parties, use of the pool during hours when it is closed is strictly prohibited. Guests may use the pool when accompanied by a resident. Guest Passes are available from the Building Manager.

Users must obey posted rules and lifeguard instructions at all times. The pool will be closed during inclement weather and at the discretion of the management when storms are in the vicinity. For safety reasons, breakable containers are prohibited in the pool area. All those who use the swimming pool do so at their own risk.

The swimming pool may be reserved for private parties in the evenings after 7:00 P.M. on a first-come, first-served basis. A lifeguard is required to be present, and the cost of the guard (who will be supplied by the Association's pool contractor) must be paid by the host resident. Residents must complete the appropriate reservation and indemnification and release forms and pay for the guards in advance. Pool parties for minors must be supervised at all times by a responsible adult who is a Market Square resident. The swimming pool and roof deck may not be reserved on holidays.

Bicycle Rack

A bicycle rack has been installed for residents' use in the P-1 level of the garage in front of parking spaces 80 and 81. Use is on a first-come, first-served basis. Residents must properly secure their bicycles. The Association, garage owner, and garage operator assume no liability for damage to or loss of bicycles stored in the garage.

Storage Room

There is a storage room on the 10th floor of the building. Each unit will be assigned one bin. Do not use any other storage bin except the one that is assigned to you.

Please be aware that fire regulations prohibit the storage of flammable or hazardous materials in storage areas. Do not store any paint thinner, gasoline or other such items in the bin.

Further, please keep all of your personal items inside your storage bin. Items left outside of the storage bin will be considered trash and discarded. Please keep your storage bin locked at all times. The Association assumes no responsibility for any items stored in the storage bins.

SERVICES

The Association provides a variety of services for residents. This Section is intended to advise residents on how to obtain those services.

Pest Control

The Association has entered into a contract with an extermination company for regular treatment of the common areas and individual residences on a request basis. Charge for this service is included in assessments.

All requests for treatment within residences should be made through the Building Manager.

Trash Removal and Recycling

The Association provides trash collection from the centrally located trash room on each floor. All trash should be secured in plastic tie bags and placed in the chute. The trash is compacted at the bottom of the chute and removed by the contractor.

CAUTION! DO NOT DISPOSE OF ANY LIGHTED MATERIALS IN THE TRASH CHUTE. THIS CONSTITUTES A FIRE SAFETY HAZARD AND JEOPARDIZES THE SAFETY OF THE BUILDING.

There are labeled bins in each trash room for materials which must be recycled in accordance with District of Columbia law. Unit owners are responsible for placing their recyclable materials in the proper bins. Please thoroughly rinse glass and aluminum containers before placing them in the bins.

The Association will arrange special pick-ups from time to time to accommodate refuse that is not part of routine collections. Please do not place large items out without checking with the Building Manager first regarding the special pick-up schedule.

Appliance Repairs

All appliances that were in the unit at time of settlement carry their manufacturer's respective warranties. Please refer to those for instructions as to the warranty periods and steps to take for warranty service. All calls for appliance repairs should be directed to the appropriate appliance warranty service representative. Calls received by the Association or developer warranty service office will be directed to the appliance service company.

PART III
LIVING IN YOUR HOME

PART III

LIVING IN YOUR HOME

HEATING, AIR CONDITIONING & HOT WATER

For the comfort and convenience of residents all units are individually climate-controlled. At Market Square, the heating and air conditioning is an energy-efficient air handling unit which uses heated or chilled water from a common system. This equipment is located in the mechanical closet in your unit, along with an individual electric hot water heater.

Generally, heating systems operate most efficiently when temperatures are kept within a range of 60 to 75 degrees Fahrenheit. Allowing your home to get too hot or cold forces the equipment to use more energy to return the temperature to a comfortable range. Therefore, do not over-adjust your thermostat when you leave your home.

Frequent cleaning of filters (about once every two to three months) is recommended for efficient operations.

PLUMBING AND HOT WATER

As discussed under "Heating" above, hot water is provided by an electric hot water heater located in the mechanical closet.

In the event of a water overflow from any appliance, immediately turn off individual water supply to the affected appliance. Make appropriate repairs to the affected appliance, and then turn the water supply for the appliance back on.

CAUTION: Exercise care in what is flushed down toilets. Disposal of paper towels or other trash, sanitary napkins or tampons, chewing gum and similar items can cause blockage and backups that may result in damage to your residence or those below yours. Owners are responsible for such repairs and for any damage caused to other homes or the common elements or to the commercial property by leaks originating from their residence.

IMPORTANT NOTE: No change to the plumbing system may be made without the prior written application to and approval from the Board of Directors. Applications are available at the management office.

ELECTRICAL SYSTEM

Electricity provided by PEPCO provides heating, air conditioning, lighting, power for appliances, and power to receptacles. Each unit is separately metered, and each owner is responsible for arranging electric service and paying electric bills for their residence.

Electricity is controlled by a master circuit breaker panel located in your residence. A circuit directory is affixed to the inside of the panel door. Those circuit breakers which have been wired will normally be set in the "ON" position. If there is an overload on a given circuit, the circuit will be tripped and the breaker will move to the "TRIPPED" position. When overloading occurs, first switch the breaker to the "OFF" position. Then determine the source of the overload (usually too many appliances in one outlet or too much draw at once) and correct the problem (usually corrected by simply unplugging one or more appliances). Once the problem has been corrected, return the switch to the "ON" position.

Make certain the correct wattage of bulb is placed in all of the lighting fixtures of your apartment. An overload caused by too much wattage can cause a fire.

In the event of a power failure, an auxiliary generator system will automatically turn on to serve specific operating equipment. It will provide power for the operating of lighting in the corridors and stairwells. It does not supply power inside any of the individual units. Please make sure that you have a flashlight and/or candles available in the event of a power failure.

NEVER TURN OFF THE CIRCUIT BREAKER FOR YOUR AIR HANDLING UNIT. THIS COULD CAUSE SERIOUS DAMAGE TO THE EQUIPMENT.

KITCHEN APPLIANCES & WASHERS/DRYERS

All homes come equipped with an oven/range combination, microwave oven, a frost-free refrigerator with icemaker, dishwasher, garbage disposal, and stacked washer/dryer unit.

All appliances carry the warranties offered by their manufacturers. If there should be a problem with any appliance, please call an approved warranty service provider identified in the user manuals. Such repairs are not handled by the Association or the developer's Customer Service Department. Manufacturers' warranty service telephone numbers and addresses for all appliances initially installed by the developer are included in the user manuals.

GARBAGE DISPOSAL UNIT

Each kitchen sink is equipped with an electric garbage disposal unit. Specific use and care instructions for the garbage disposals are found in the operating booklet provided by the manufacturer.

IMPORTANT: Do not put cans, bottles, glass, paper, grease, plastic, aluminum, leather, cloth, seafood shells, corn husks, string beans, celery or artichoke leaves in the unit, as they may damage the disposal and/or clog the drain.

IMPORTANT: NEVER PUT ANY LIQUID OR CRYSTAL DRAIN-CLEANING AGENT IN THE DISPOSAL. Such chemicals destroy the rubber gaskets within the unit and cause flooding of the kitchen.

Always run cold water down the drain when the disposal is in use.

WINDOWS AND DOORS

Limited Common Elements & Owner Responsibility

In accordance with the Declaration, windows and balcony doors are limited common elements. As such, it is up to each owner to clean the windows and to make any repairs that might be necessary to the interior surfaces of windows and doors, and to perform normal maintenance to Limited Common Elements.

Changes to Door Hardware; Locks

Door hardware visible from the outside of the unit may not be changed from that originally installed without prior written application to and approval from the Board of Directors. Additionally, if the lock is changed or additional locks are added, a working key to each lock must be provided to the Association office for emergency access.

BALCONIES AND PATIOS

As is the case with windows and doors, balconies and patios are also limited common elements owned in common by all owners but designated for the specific use of the unit to which they are appurtenant.

Planters and flower boxes must be on the inside of balcony railings and may not protrude above the railing.

No cooking is permitted on balconies or patios.

Nothing may be stored on balconies or patios. This includes boxes, furniture other than patio furniture, bicycles and toys, tools, and all other such items.

No floor covering may be affixed to the balcony.

Balconies and patios may not be modified in any way without prior written application to and approval from the Standards Committee.

PART IV
RULES AND REGULATIONS

THE RESIDENCES AT MARKET SQUARE EAST, A CONDOMINIUM

A CONDOMINIUM

RULES AND REGULATIONS

The objective of these rules and regulations is to assure pleasant and comfortable living for all residents. In condominium living each of us not only has certain rights but also certain obligations to all other residents. The restrictions imposed are for the benefit and comfort of all.

All Unit Owners and lessees, the families, employees, guests of owners and lessees and any other persons who may in any manner use The Residences at Market Square East, a Condominium or any part thereof shall be bound by and comply strictly with the Bylaws, Rules and Regulations, and all agreements, decisions and determinations of the Board of Directors as lawfully made or amended from time to time. The failure to comply with any of these provisions shall be cause for imposing a fine, an action to recover sums due for damages, or injunctive relief, or all of these.

The term "occupant" as used herein applies to the aforementioned persons. Occupants shall not act in any manner which unreasonably interferes with the rights, comfort, and convenience of other occupants.

1. OCCUPANCY DATA

a. The Managing Agent maintains a roster including the name, address, and telephone number of each owner and occupant, his or her place of business and similar data on persons to be

notified in an emergency involving the occupant or the residence during the temporary absence of the occupant.

b. The Managing Agent shall also maintain a list of each occupant's current motor vehicle license number(s), bicycle description and serial number(s).

c. The Managing Agent is also required to maintain a current list of all persons and their Unit numbers who may require assistance in case of an emergency evacuation of the building. This list must be available to the fire department and security personnel at all times.

d. It is the responsibility of the occupant to provide the required occupancy data and to keep the information current. A dated, signed note left at the desk for the Manager will suffice.

2. USE OF COMMON AREAS

a. Definition - The general common elements as defined in the Declaration and which are for the common use of all occupants are referred to as "common areas". Each owner is responsible for his or her share of the costs related to the operation, maintenance, and general appearance of these areas.

b. Unauthorized Activities - Common areas, except those specifically designated as recreation areas named in sections 6 and 7 may not be used as recreation areas. Loitering in all common areas is prohibited. The use of bicycles, skates, skateboards and similar items in common areas is also prohibited.

c. Noise - No occupant shall make or permit to be made any disturbing noise in the common areas or in Units by

himself, his family, friends, tenants, employees, guests or pets. There shall be no playing of any musical instrument, radio, television, record player, tape recorder or the like between the hours of 11 p.m. and the following 8 a.m. if such activity disturbs or annoys other occupants.

d. Obstructions - There shall be no obstructions placed or temporarily left in any of the common areas.

e. Storage - Except for designated storage areas, no common area may be used for storage or placement of furniture or any other articles such as plants, boxes, shopping carts, etc.

f. Decorations or Advertising - Occupants shall not put their names in any common area except as provided on the Unit door or on the Bulletin Board located off the lobby. Because of space limitations, posted material must be no larger than 3 by 5 inches, must be dated, and should be removed after two weeks. No commercial advertising is allowed. No signs or other advertizing materials shall be placed in windows or on doors or balconies. Appropriate holiday decorations are permitted.

g. Interference with Functional Elements - No one shall interfere in any manner with the heating, cooling, hot water, lighting or similar apparatus in or about the building and common areas.

h. Elevators - Tradespeople shall use the freight elevator and shall not use any of the other elevators for any purpose unless authorized by the desk clerk. Supplies, goods and packages are to be delivered to Units only through the service entrance of the building and by the freight elevator. Trunks and

heavy baggage shall be treated in like manner. Small packages may be left at the desk.

i. Roof - No occupants are permitted on the roof of the building at any time except in the swimming pool area, subject to the rules and regulations thereof.

j. Proper Attire - All persons shall be properly attired when appearing in any of the common areas. Bare feet, bare chests, and bedroom attire are not acceptable. Swimming attire is not permitted in the lobby.

3. USE OF UNITS

a. Use as Private Residence - Units shall be used only as private residences except as otherwise permitted by the Bylaws.

b. Avoid Disturbing Other Residents - Condominium living requires that each resident regulate the occupancy and use of his or her Unit so as not to unreasonably or unnecessarily disturb any other resident.

c. Garbage - Garbage shall be disposed of in kitchen food waste grinder. Garbage which should not be processed through grinders, such as corn cobs and fibrous vegetables, must be drained and securely contained before being carried to the trash room for disposal.

d. Grease - Grease should not be disposed of in the kitchen sink but should be allowed to solidify before being placed in a secure container and carried to the trash chute.

e. Trash - Newspapers, magazines and any other small articles which can readily pass through the trash chute door

and down the chute without clogging it should be bagged, secured and placed into the trash chute. Rugs, cardboard boxes and similar articles which cannot readily pass through the trash chute should be stacked neatly on the floor of the trash room for daily collection. The repair of damage resulting from clogged trash chute will be charged to the offending occupant. Notwithstanding the provisions of this subparagraph (e), the disposal of trash shall be done in accordance with all applicable laws, ordinances, rules and regulations of any federal or local authority having jurisdiction.

f. Sweeping or Littering - No rugs, towels, clothing or other articles shall be beaten on or hung from balconies, stairways or other common areas. No dust or litter shall be swept from the Unit into any of the corridors or entryways of the building or other common areas. Nothing shall be thrown or emptied out of windows, doors or balcony of any Unit. Nothing shall be thrown or emptied down stairways or other common areas.

g. Proper Use of Plumbing, Heating and Cooling or Electrical Apparatus - The water closets and other water, plumbing and disposal apparatus shall not be used for any purpose other than that for which they were constructed. No sweepings, rubbish, rags, newspapers, paper towels, facial tissues, ashes or other substances shall be thrown into such disposal apparatus. Any damage to the property of others, including the common areas, resulting from the misuse or neglect of such facilities or from the misuse or neglect of any heating, cooling or electrical apparatus shall be paid for by the occupant who caused the damage.

h. Water and Energy Conservation - Water, electricity, and other common utilities shall not be used unnecessarily. It is essential that all occupants conserve energy to keep condominium costs to a minimum.

i. Proper Use of Balconies - No cooking shall be permitted on any balcony. No planters or flower boxes shall exceed the height of the balcony railing. No planters shall be suspended from windows or balcony roof, railings, or ledges. No awnings, shutters or window guards shall be used. No radio or television antenna or connection shall be installed or shall extend outside of Units. No floor covering shall be affixed to the balcony.

j. Hazardous Material - No occupant shall at any time bring into or keep in his or her Unit any flammable, explosive, or corrosive liquid or material or chemical or substance other than normal household products.

k. Window Coverings - All draperies or other window coverings must either be all white or be lined with a white material. No other color shall be exposed to the outside of windows, or balcony doors.

l. Closed Windows - Windows and balcony doors must be kept closed when the air-conditioning is operating to prevent condensation from forming in the system's mechanism and to conserve energy. No solar films shall be affixed to the interior or exterior of any window and nothing shall be done to any Unit to affect the exterior appearance thereof.

m. Changes to Unit - Unit Owners may not make architectural changes such as moving walls, cutting doorways, etc.

nor plumbing nor wiring changes without the approval of the Standards Committee. Such changes may affect a neighboring Unit or the structure of the entire building.

4. MOVING IN OR OUT

a. Prior Arrangements with Building Management -

Before moving household goods, furniture, appliances or equipment into or out of The Residences at Market Square East, a Condominium, the owner or occupant shall make prior application and arrangements with the Condominium Manager. The date and hours of the move must be scheduled in advance so that the service elevator and the loading dock may be reserved. Moving hours are 8 a.m. to 5 p.m. Monday through Friday.

b. Use of Service Elevator - Only the service

elevator shall be used to move household goods, furniture, appliances or equipment into or out of the Condominium. Passenger elevators shall not be used for this purpose.

c. Responsibility for Damage Caused by Moving -

Applications for moving into or out of the Condominium must be accompanied by a damage deposit of five hundred dollars (\$500) payable to the Condominium. If the corridors, elevator and loading dock area are in satisfactory condition after the move, the damage deposit will be returned. The cost of repair of all damage to the common elements resulting from moving into or out of the Condominium and/or carrying of furniture or other articles shall be paid for by the occupant responsible for such damage.

5. MANAGING AGENT SERVICES

a. Deliveries - As a convenience to Unit Owners, the Managing Agent may receive small deliveries on behalf of a Unit Owner. Neither the Board of Directors nor the Managing Agent nor employees will assume any responsibility for the condition in which deliveries are received.

b. Solicitors and Unauthorized Callers - Beggars, solicitors, sales people and other unauthorized persons are not permitted in the building. Occupants should notify the Building Manager at once if contacted by such persons.

c. Exterminating Service - Exterminating services are required and are provided by the Condominium. The cost thereof shall be a common expense.

d. Door Locks - The Managing Agent by authority of the Board of Directors shall retain a pass-key to each Unit for use in emergency. No owner or occupant shall alter any lock or install a new lock on any door leading into the Unit without approval of the Board of Directors. A new key shall be provided to the Condominium Manager if any change is approved and made. Failure to provide a key will make the occupant liable for any expense caused by forcible entry in the event of emergency.

6. USE OF SWIMMING POOL

a. Rules for the Use of Swimming Pool - The following rules governing the use of the swimming pool are subject to change, but a current set of pool rules are posted at the entrance to the pool area. All occupants and their guests shall observe these rules when using the pool facilities. Pool hours will be posted at the pool. During inclement weather the pool may

be closed by the Condominium Manager. All Unit Owners and their guests must have a facilities pass before admittance to the pool. Guest fees may be established.

b. Facilities Passes

(1) The Board of Directors will cause to be issued to each Unit Owner, one facilities pass for each member of the Unit Owner's family living in the Unit upon registration at the Condominium office. Facilities passes shall be issued to tenants of Unit Owners unless the lease agreement provides otherwise.

(2) A facilities pass will not be issued to any Unit Owner who is delinquent in assessment payment or who is otherwise in violation of the condominium instruments or Rules and Regulations. The Board of Directors may temporarily suspend all facilities pass privileges of any Unit Owner in default until such default is cured.

(3) Facilities passes shall be issued on an annual basis at no charge; however, replacement cards will be issued for a charge of \$5.00 per card or such other charge as the Board may determine. Facilities passes are the property of the Unit Owners' Association and are non-transferrable; they may be revoked or suspended if used by a person other than the one to whom issued.

(4) Facilities passes must be presented for admission to the swimming pool and must be presented on demand by any officer or agent of the Unit Owners' Association at the exercise room.

(5) Children under thirteen years of age bearing a facilities pass may be admitted to the swimming pool when accompanied by an adult bearing a facilities pass.

(6) There shall be a limit of two guest passes per Unit unless otherwise approved by the Board of Directors.

(7) Not more than two daily guest passes will be issued to a Unit Owner who presents a facilities pass. No person shall be admitted as a guest unless accompanied by the Owner bearing the facilities pass unless other arrangements for positive identification have been made at the Condominium office. Only one guest shall be permitted when the card bearer is under 13 years of age. Guests under 13 years of age must be continuously accompanied at the facilities by their host bearing a facilities pass.

(8) Unit Owners with facilities passes may obtain at the Condominium office a house guest pass dated for the duration of the visit.

c. Restrictions

(1) No private parties are allowed except after pool normal operating hours and only by previous reservations through the Condominium Manager. The fees and rules will be as set forth in subsection (e).

(2) No Condominium employees, unless they are Unit occupants, may use the pool.

(3) No pets are allowed in the pool area.

(4) Proper attire is required upon entering the

pool area and proper swim attire is required for swimming in the pool.

(5) No running or boisterous rough play will be permitted anywhere in the pool area.

(6) No radios, television sets, tape recorders or other noise making devices without earphones will be permitted in pool areas.

d. Health and Safety Regulations

(1) Swimmers are required to take a shower prior to entering the pool.

(2) Persons with any skin disease or communicable disease shall be excluded from the swimming pool.

(3) No food or beverages in glass containers will be permitted in the entire area surrounding the pool.

e. Guest and Private Parties

(1) Use is restricted to occupants and their guests.

(2) An occupant may reserve the swimming pool at the front desk for private parties on a first-come-first-serve basis. A guest list in alphabetical order must be submitted 48 hours before party time.

(3) A charge for maintenance, clean-up and other services will be assessed for the use of the swimming pool, payable in advance at the time the pool is reserved.

(4) A damage deposit will be required. This deposit will be returned after the Condominium Manager makes an

inspection and determines that the swimming pool was vacated in satisfactory condition.

(5) Owners and lessees shall assume full responsibility for the conduct of their guests and shall be held responsible for any damage to the swimming pool and other common elements caused by their guests.

(6) The swimming pool and deck areas must be vacated by midnight on Fridays and Saturdays, 11 p.m. on week nights. There shall be no partying in the common areas other than the swimming pool area.

(7) Any violation of these rules shall cause the offender to be denied future use of the swimming pool.

7. Exercise Room

(1) Owners and lessees shall vouch for the proper use of the area and shall be responsible for guests' conduct. Facilities passes must be presented for admission to the exercise room.

(2) Children under 13 years of age must be accompanied by an adult.

8. PETS

a. The maintenance, keeping, boarding and/or raising of animals, livestock, poultry, or reptiles of any kind, regardless of number, shall be and is prohibited within any Unit or upon the common elements.

b. The keeping of small, orderly domestic pets (e.g., dogs, cats or caged birds), not to exceed one per Unit

without the approval of the Board of Directors, is permitted, subject to the following rules.

c. Such pets must not be kept or maintained for commercial purposes or for breeding.

d. Any such pet causing or creating a nuisance, or unreasonable disturbance or noise, may be permanently removed from the Property upon ten days written notice from the Board of Directors. Any Unit Owner or resident may notify the Board of Directors in writing that a pet of another Unit Owner or resident is creating a nuisance or making noise or an unreasonable disturbance. If the complainant so requests, his name shall be disclosed only to the Board of Directors. The owner of the pet shall be immediately notified and a hearing shall be held by the Board of Directors within twenty-one days of the delivery of the notice. The Board shall give all Unit Owners and residents an opportunity to be heard on the matter. The owner of the pet must show to the satisfaction of the Board that the allegation is untrue or the Board shall remove the pet forthwith from the Condominium.

e. A pet shall not cause a nuisance by reason of noise, odor or behavior. Defecating or urinating in or on the Common Elements in other than designated areas shall be prohibited.

f. Such pets shall not be permitted upon the common elements unless accompanied by an adult and unless carried or leashed, and then only in those areas designated by the Board of Directors.

g. Any Unit Owner or resident who keeps or maintains any pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Unit Owners Association, each Unit Owner, and the Declarant free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium.

h. All pets shall be registered with the Board of Directors and shall otherwise be registered and inoculated as required by law.

i. The Board of Directors may establish reasonable fees for registration of pets.

9. RULES FOR SELLING CONDOMINIUM UNITS

a. By Owner

- (1) Owner may advertise on the Bulletin Board, using 3x5-inch cards.
- (2) Owner must meet prospective buyers at the front desk.

b. By Agent

- (1) The holding of "Open House" will not be permitted.
- (2) There will be no solicitation by cards or flyers placed at or under doors, in mail boxes, or at the desk.
- (3) Lock boxes will be permitted; they will be placed in the custody of the desk. All agents must sign in and out at the desk,

giving the unit number and time of entering and leaving the building. Personnel at the desk are responsible for strict compliance.

- (4) If a lock box is not used, prospective buyers must be accompanied by the listing agent or greeted in the lobby by the owner.

10. ENFORCEMENT OF RULES AND REGULATIONS

a. Responsibility - The Managing Agent, acting through the Condominium Manager and his or her staff, is charged with the responsibility for the efficient management and operation of the Condominium in accordance with the rules and regulations prescribed herein by the Board of Directors. The Condominium Manager or a delegated member of his or her staff is required to notify a Unit Owner, occupant, or guest, of any rules violation. In so doing the Condominium Manager or staff member is acting under the direction of the Board of Directors.

b. Notice of Violation of Rules - Upon the Managing Agent's receipt of a written complaint from any person alleging violation of any rule or posted notice, or in the event the Managing Agent has reason to believe there has been a violation, the Managing Agent shall notify the person or persons alleged to have been in violation, in such form as prescribed by the Board of Directors. Unless a written denial of the alleged violation is delivered to the Managing Agent within five (5) days, the Managing Agent shall report the violation to the Standards Committee. The Standards Committee shall take such steps to enforce the rule in

accordance with due process adopted by the Board of Directors in the Book of Resolutions.

c. Damages - Regardless of, and in addition to, the foregoing Rules, damages negligently inflicted upon persons or property of Unit Owners, or upon common elements, shall be the responsibility of the party causing such damages. Any damage should be reported immediately to the Managing Agent so that proper responsibility can be assigned.

BOARD OF DIRECTORS OF THE
RESIDENCES AT MARKET SQUARE
EAST, A CONDOMINIUM

PART V
EMERGENCIES

PART V

EMERGENCIES

INTRODUCTION

While none of us likes to think about emergencies, it is always a good idea to be prepared so that if an emergency does occur its effects are minimized. The information in this portion of the Manual is intended to assist you in coping with the unexpected.

NO HEAT, HOT WATER OR AIR CONDITIONING

No Heat or Air Conditioning

All units are individually served by their own air handling unit located in the mechanical closet. If there is no heat or cooling, that is the first place to check: is the switch in the "ON" position? Is your electric bill paid up to date? Is the thermostat at the proper setting?

If you cannot solve the problem on your own, please call the Building Manager to find out if there is a system malfunction or if the air handling unit needs service.

No Hot Water

Hot water is provided by an electric hot water heater. Check the circuit breaker panel and/or consult your owner's manual.

WATER LEAKS

If water leaks into your unit from any source, at any time of day or night, contact the management office or lobby attendant immediately. If you do not get a response, call Legum & Norman at ~~(202) 362-9200~~. *OK*

7 With water leaks, time is of the essence in minimizing damage to units and common elements. If you can identify the home above your own, please advise that resident that a leak seems to be coming from that location, and ask the resident to check for possible sources and/or cut off the water supply within that unit until the problem has been solved.

Once the leak has been corrected, the Community Manager will advise you on the appropriate steps to take next.

FIRE EMERGENCY PROCEDURES

Obviously in an emergency situation it will not be practical to look up instructions as to appropriate actions. Therefore, for your own safety as well as that of other resident, we ask that you take a few moments now to familiarize yourself and members of your household with the procedures below.

IN CASE OF FIRE:

1. In the event of a fire at any location on the property, or if you smell smoke, call 911 IMMEDIATELY to notify the Fire Department. Call 911 from a safe location, staying on the line until the emergency personnel hang up. Give the emergency personnel the following information:
 - A. the street address of the building
 - B. the location of the fire in the building
 - C. the source and extent of the fire, if known
 - D. Advise emergency personnel if there are any persons in need of assistance in getting out of the building.
 - E. BE SURE THE FIRE DEPARTMENT HAS THE CORRECT AND FULL INFORMATION BY HANGING UP LAST.
 - F. Alert the front desk
2. If you discover fire or smoke in your home:
 - A. Small grease fires in a pan can be handled by covering the pan with a lid to cut off oxygen supply to the fire and/or by pouring baking soda on the fire. NEVER FIGHT A GREASE FIRE WITH WATER; IT WILL ONLY SPREAD THE FIRE. If you have a fire extinguisher in your home, follow the instructions on the extinguisher and aim the discharge at the base of the fire, continuing the flow until the fire is completely out.
 - B. For any other fire, or if the above efforts are not successful:
 - 1) Get everyone out immediately. DO NOT STAY IN YOUR HOME. Leave it immediately. Your worst enemy is smoke and gases; they can kill after only a few breaths. Avoid crowding or undue haste. Use the stairs with extra care.

- 2) If possible, close the door to the location where the fire is.
- 3) From a safe location call the fire department at 911 according to the instructions above.
- 4) Alert the front desk
- 5) Once out of the building move as far away as possible, but do not block the street.

C. Activate the nearest fire alarm station or outside call box.

3. If a fire alarm sounds:

A. Check to see if the door is warm before opening it. IF THE DOOR IS WARM, DO NOT OPEN IT.

B. If the door temperature is normal to the touch, put your body against the door, avert your face, and slowly open the door to see if the hallway is filled with smoke and heat. IT THERE IS SMOKE AND HEAT, CLOSE THE DOOR IMMEDIATELY.

C. If the hallway is clear of smoke, use the stairs to exit the building.

D. If your door is warm or the stairwell is filled with heat and smoke, remain in your unit. HELP IS ON THE WAY.

E. If smoke starts to come around the door, use wet towels or sheets to put around the door. HELP IS ON THE WAY.

IMPORTANT: IF YOU HAVE SOMEONE IN YOUR HOME WHO NEEDS ASSISTANCE IN THE EVENT OF AN EMERGENCY, PLEASE SUBMIT THE EMERGENCY ASSISTANCE FORM IN APPENDIX "B" TO THIS MANUAL AND A RECORD WILL BE KEPT AT THE ASSOCIATION OFFICE.

SAFETY

Your safety and that of your neighbors also requires your cooperation. Here are some items that require your personal attention:

- 1) Always keep the door to your unit locked.
- 2) Do not allow anyone to enter any door behind you unless you know them. Do not be embarrassed to ask them to use their own access card to enter the building. "Piggybacking" is one of the most common methods for intruders to gain access to building.
- 3) Do not open the door for anyone if you are in the Lobby. Indicate that they should use the entry phone to call the party they are visiting.
- 4) When you approach your door, have your keys ready to use.
- 5) If you will be out of town, suspend newspaper delivery.
- 6) Report any suspicious activity or person to the D.C. Police.

BOMB THREATS

If you receive a bomb threat, PLEASE REMAIN CALM. Do not get excited or excite others. Please use the checklist below to get as much information as possible:

Time of Call:

Received _____ a.m. p.m.

Terminated _____ a.m. p.m.

Exact Words of Caller (Delay and ask caller to repeat):

Questions to ask the caller:

1. What time is the bomb set to explode?

_____ a.m. p.m.

2. Where, precisely, is the bomb located?

Building _____

Floor _____

Location _____

3. Kind of bomb _____

4. Description _____

5. Why kill or injure innocent people?

Description of Caller's Voice:

Male Calm Young
 Female Nervous Old
 Middle-aged

Rough Accent Refined

Speech impediment or other characteristics:

Unusual Phrases: _____

Did you recognize the voice? Yes No

If so, who do you think it was? _____

Background Noises:

Music (Type: _____)
 Running motor Traffic Whistles
 Bells Horns Tape recorder
 Machinery Aircraft Others:

Additional Information:

1. Did the caller indicate knowledge of the facility? If so, how? _____
2. Is this a listed or unlisted number? _____

Your Name: _____

Date: _____

HEALTH EMERGENCIES

If a health emergency occurs, call 911 at once. DO NOT MOVE THE VICTIM(S) UNLESS SUCH IS ABSOLUTELY NECESSARY TO PREVENT FURTHER INJURY. Provide the responder with the address of the emergency, the nature of the emergency, the age and sex of the person(s) involved, and information on what the person was doing immediately prior to the incident. Stay on the line until the emergency personnel hang up to assure they have all necessary information.

In the event of a death, call 911 according to the above guidelines and follow the instructions provided by the responder.

APPENDICES

APPENDIX A
RESIDENT INFORMATION FORM

RESIDENT INFORMATION FORM

Please complete this form and turn it in to the management office as soon as possible. Services cannot be commenced until the completed form is on file.

Date: _____ Unit No.: _____

Address of Owners (if different than above):

Street Unit No.

City State Zip

Telephone Numbers (Please include area codes):

Home () _____ Office () _____
Home () _____ Office () _____

Mortgagee Data

Mortgage Company: _____

Address to which payments are sent:

Street Address Box No.

City State Zip Code

Is the Unit Owner-occupied? _____ Yes _____ No

PLEASE COMPLETE PAGE TWO AS WELL

If the Unit is not owner-occupied:

Name(s) of Resident(s):

Residents' Telephone Numbers:

Home _____ Business _____

Home _____ Business _____

Term of Lease: _____

PLEASE ENCLOSE A COPY OF THE LEASE.

Other information that you feel is essential for Association records:

In emergency, contact:

Name: _____

Address: _____

Telephone Numbers (Please include area codes):

Home _____ Business _____

Any other information:

APPENDIX B
EVACUATION ASSISTANCE FORM

EVACUATION ASSISTANCE FORM

DATE: _____

NAME OF RESIDENT REQUIRING ASSISTANCE:

UNIT # _____

UNIT ADDRESS: _____

RESIDENT'S TELEPHONE #: Day (____) _____

Evening (____) _____

NATURE OF HANDICAP _____

The person listed below has volunteered to assist in my evacuation:

"BUDDY'S" NAME _____ UNIT # _____

UNIT ADDRESS: _____

TELEPHONE #(____) _____

APPENDIX C

PET REGISTRATION FORM &
APPLICATION FOR ADDITIONAL PET(S)

E. Additional information to identify pet:

F. Rabies tag # (if applicable): _____

G. Dog license #(if applicable): _____

III. PERSON TO CONTACT IN CASE OF EMERGENCY

A. Name: _____

B. Phone: (Day): _____

(Night): _____

IV. INDEMNIFICATION

By virtue of keeping my pet(s) within the Property I agree to indemnify and hold the Association, each Member and the Declarant free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of my keeping the above pet within the Property.

I certify that I have reviewed and agreed to the pet policies contained in Policy Resolution No. 6 and hereby incorporated by reference.

Applicant's Signature Date

Note: If this application is submitted by a lessee, the Unit Owner or Owner's agent must sign this form below.

Owner's or Agent's Signature Date

EXHIBIT "B"
TO
POLICY RESOLUTION NO. 6
APPLICATION FOR APPROVAL OF ADDITIONAL PET(S)

Please mail or deliver to: Board of Directors/Standards
Committee
The Residences at Market Square East
801 Pennsylvania Avenue, N.W.
Washington, DC 20004

I. APPLICANT INFORMATION

- A. Applicant's Name(s): _____
- B. Applicant's Address: _____
- C. Unit Owner's Name (if other than Applicant's):

- D. Unit Owner's Address (if other than Applicant's):

- E. Applicant's Telephone: (H): _____
(O): _____

II. ADDITIONAL PET(S) REQUESTED FOR APPROVAL

- A. Breed _____ Breed _____
- B. Size/Weight _____ Size/Weight _____
- C. Reason(s) for request
(attach additional sheets if necessary)

Note: the Board reserves the right to disapprove this request. If the request is approved, the approval shall be deemed a license which may be revoked at any time upon a violation of Policy Resolution No 6. by any pet owned by applicant.

I certify that I will agree to abide by the pet policies of Policy Resolution No. 6, as it may from time to time be amended. I understand that, if this request is disapproved, I may not keep the above pet(s) on the Property.

Applicant's Signature

Date

Note: If this application is submitted by a lessee, the Unit Owner or Owner's agent must also sign this form below.

THE RESIDENCES AT
MARKET SQUARE WEST
WAIVER FOR USE OF EXERCISE ROOM

I represent and warrant that I am in good health and have no physical condition, ailment or disability which renders me unable to participate in vigorous physical activity. For and in consideration of the benefits derived from my use I assume all risks and hazards incidental to such use, and do hereby indemnify, release, and hold harmless the Residences at Market Square West, its Board of Directors, building manager, employees and agents, the Trammell Crow Co., Avenue Associates, L.P., Legum & Norman, Inc., their employees and agents from all claims of any kind whatsoever, which may arise or hereafter accrue in connection with my use of the Health Club and its equipment. I further grant permission for first aid to be given to me in an emergency, and will be solely responsible for any medical costs which may arise.

Signature of Resident

Date

Unit # _____

The following must be executed if the user is a minor:

As parent/guardian of the above-named minor, I grant permission for him/her to use the Health Club and its equipment and by my signature hereto agree to be bound by the terms and conditions of the paragraph set forth above.

Signature of Parent/Guardian

Date

APPENDIX E

WAIVER FOR USE OF SWIMMING POOL