

**WOODLEY PLAZA CONDOMINIUM
ASSOCIATION**

RULES AND REGULATIONS

EFFECTIVE JANUARY 16, 2018

WOODLEY PLAZA CONDOMINIUM RULES AND REGULATIONS

I. INTRODUCTION

A. In condominium living each of us not only has certain rights but also certain obligations to all other residents. These Rules and Regulations (hereinafter referred to as "Rules" or "Regulations") are for the benefit and comfort of all.

B. Wherever in these Regulations reference is made to "unit owners," such term shall apply to the owner of any unit, and shall include such owner's tenants and such owner's (or such tenant's) family, employees, agents, visitors, guests, invitees, or licensees. Wherever in these Regulations reference is made to the Association, such reference shall include the Association's building manager, and the managing agent when the building manager or managing agent is acting on behalf of the Association.

C. The unit owners shall comply with all the Regulations hereinafter set forth governing the building, stairwells, building entrances, patios, balconies, terraces, drives, roof deck, grounds, parking areas and any other parts of the Condominium.

II. GENERAL RESTRICTIONS ON USE

A. No part of the Condominium shall be used for any purpose except housing and the related common purpose 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.

B. No unit owner shall obstruct any of the common elements nor shall any unit owner place or cause to permit anything to be placed on or in any common elements (except the areas designated for storage by the Condominium Instruments or the Board of Directors) without approval by 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.

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 sidewalks, building entrances, and stairwells shall be used for no purpose other than for normal transit.

D. Nothing shall be done or kept in any of the units or common elements which shall increase the rate of insurance for the building or contents thereof applicable for residential use without the prior written consent of the Board. No unit owner 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 flammable material shall be kept in any unit or common element. No waste shall be committed on the common elements.

E. No articles of personal property shall be left unattended in common areas of the building, stairwells, building entrances, sidewalks or grounds or elsewhere on the common elements.

F. The toilets and other water and sewer apparatus shall be used only for the purposes for which designed, and no sweepings, matches, rags, ashes, or other improper articles shall be thrown therein. The cost of repairing any damage resulting from misuse of any such apparatus shall be borne by the unit owner causing such damage.

G. To assist in the prevention of leaks due to clogged AC condensate lines, all unit owners shall be required to have their AC condensate lines serviced and cleared annually. Proof of service shall be provided to the Board of Directors by March 30th of every year and will include the date of service (which must have occurred within the preceding 12 months) and the name of the service provider. Unit owners violating this provision will be subject to fines in amounts deemed appropriate by the Board of Directors.

H. Each unit owner shall keep the unit in a good state of cleanliness, maintenance, preservation, and repair. In the event a notice is given to the Board of a suspected violation of this requirement, the Board may request an inspection of such unit and shall have the authority to impose a fine on any unit found to violate this Regulation; any refusal by a unit owner to allow inspection by the Board shall be deemed a violation of this Regulation. Each day the violation continues shall be a separate violation and subject to a fine. Unit owners and residents shall not sweep or throw or permit to be swept or thrown from the unit, or from the doors, windows, patios, balconies or terraces thereof, any dirt or other substance. In the event a notice is given to the Board of a suspected violation of this prohibition, the Board shall have the authority to impose a fine on any unit found to violate this Regulation, and each day the violation continues shall be a separate violation and subject to a fine.

Any fine imposed shall be deemed an addition to the assessment due and payable for the month following the imposition of the fine.

I. Nothing shall be done in any unit or on the common elements which may impair the structural integrity of the building or may structurally change the building nor shall anything be altered or constructed on or removed from the common elements, except upon the prior written consent of the Board of Directors. No improper, noxious, offensive, or unlawful use or activity shall be carried out or emanate from any unit or any part thereof, or from any common element or limited common element, nor shall anything be done therein which may be or may become an annoyance or nuisance to other owners, renters or the public, including, without limitation, noises, smoke and/or odors from individual units, or from any common element or limited common element.

All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction over the building and the individual unit owners relating to any portion

of the building and/or individual unit owners shall be complied with.

The Board shall have the authority to impose a fine on any unit owner found to violate this Regulation and each day the violation continues shall be a separate violation and subject to a fine. Any fine imposed shall be deemed an addition to the assessment due and payable for the month following the imposition of the fine.

J. No unit owner shall make or permit any disturbing noises in the unit, limited common elements or common elements, or do or permit anything which will interfere with the rights, comforts or convenience of other unit owners. All unit owners shall keep the volume of any radio, television, or other sound producing device in their units sufficiently reduced at all times so as not to disturb other unit owners. Despite such reduced volume, no unit owner shall operate or permit to be operated any sound producing devices in a unit between the hours of 10:00PM and 8:00AM if such operation shall disturb or annoy other occupants.

Note: The Rules require that you have 80% of your floors covered. The areas on which people generally walk should have carpeting or rugs and padding. You should be aware that noise does transfer between units and throughout the common areas. Please maintain noise at a reasonable volume especially during late evening and early morning hours, inside and outside of your unit. Please avoid any unnecessary noise or the use of musical instruments, radios, televisions or amplifiers that may disturb other residents.

K. Sufficient carpeting or rugs and padding shall be maintained on a minimum of 80% of the floor surfaces (excluding kitchens, closets and bathrooms) in units located above other units to adequately reduce the transmission of sound between units.

L. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise shall be conducted, maintained or permitted on any part of the Condominium. There shall be no door-to-door solicitation unless authorized by the Board of Directors.

M. No signs, window displays, or any advertising shall be maintained or permitted on any part of the Condominium, including any unit, other than in areas designated by the Board of Directors.

N. Draperies, curtains or blinds must be installed by each unit owner on all windows of the unit and must be so maintained thereon at all times so that the exterior color will appear beige or off-white.

O. No unit owner shall cause or permit anything to be hung, displayed or exposed to the exterior of the unit or common elements appurtenant thereto, whether through or upon the windows, doors, masonry, patio, balcony, or terrace of such unit, except as authorized by the Board of Directors. Under no circumstances shall any exhaust fan, air conditioning unit, satellite dish or television or radio antenna be installed by the unit owner in a location beyond the boundaries of the unit that are general common elements. No clothesline, clothes rack or other device may be used to

hang any items on any window, door, patio, balcony or terrace. Patios, balconies and terraces shall not be used as storage areas.

P. The installation of additional major appliances in any unit is prohibited. Such appliances include, but are not limited to, washing machines, dryers, refrigerators, freezers, and dishwashers.

Q. Unit owners operating fires in unit fireplaces MUST do so in accord with the Association's instructions, attached hereto as Exhibit 'A', which reflect the recommendations of both the manufacturer and consulting engineers for the fireplaces in this particular building. Copies of these instructions are available from the Association's manager. Failure to comply with the instructions may result in a fine being assessed to the responsible unit owner; and the cost for repairs due to smoke or other damage to any unit and the common elements will be at that unit owner's expense. The Association does not accept any liability for any damage that may result notwithstanding that these instructions have been followed.

R. The use of outdoor cooking devices (barbeque grills, smokers, etc.) of any type (wood burning, gas, electric, etc.) is prohibited.

S. All units must comply with District of Columbia laws and regulations regarding smoke detectors.

T. There shall be no smoking in any of the common areas of the building. The Board shall have the authority to impose a fine on any unit owner found to violate this Regulation and each day the violation continues shall be a separate violation and subject to a fine. Any fine imposed shall be deemed an addition to the assessment due and payable for the month following the imposition of the fine.

U. The Condominium staff is hired to service and maintain the common elements. No unit owner, resident or lessee shall direct or engage any employee of the Association on any private business of such owner, resident, or lessee during the employee's working hours. The Condominium Association is not responsible for any loss, damage or liability arising out of any private arrangements.

V. Resale of Units: While there are no restrictions on alienation and no approval of buyers needed, the Association does have rules and regulations on building safety and security which must be followed by all Sellers and their Agents.

1. Showing Units. Listings in the Woodley Plaza Condominium may be shown either by the unit owner, the owner's real estate agent, or another person authorized by the owner or owner's agent. If keys to the unit are posted in public, they must be secured by using a secure lockbox which records the access key number each time it is used. Lockboxes may only be attached to the metal railing at the back of the building by the garage pedestrian entrance gate in such a manner as to be neat, protective of the iron

work, and clearly labeled with the name and telephone number of the Brokerage firm whose listing is being made available for showing. Lockbox hours of operation must be consistent with the building's hours of operation for move-ins and move-outs. Unit owners who are selling are responsible for any and all damages caused as a result of the showing of any listing, whether to common elements of the building or elsewhere. Lockboxes must contain a registered key to open the exterior and interior hallway doors.

2. The Woodley Plaza Condominium Association cannot become involved in admitting people to the building or to units without a release on file from the Owner/Seller. None of the employees of the Association or the Managing Agent can be appointed to be, or by default left to be, the custodian of any lockbox, loose keys, or sales materials related to resale of any unit. Woodley Plaza employees cannot guarantee admission for non-working keys, cannot be asked to place or hold sales materials or agents' cards, and should not be called upon to answer questions about the building or the unit in question. Questions or concerns may be discussed with the Managing Agent or any Board member.

3. Open Houses are permitted only if the listing agent has provided a registered e-key in the lockbox to all exterior and interior hallway doors, or has provided an agent to greet people in the lobby and take them to the designated unit. Under no circumstances may a Seller or an agent prop-open any doors, display any sales material in or on common elements, or post any procedural notes in, on or about the property. It is possible for the Managing Agent to temporarily program an agent's cell phone number into the entry callbox so agents can admit people from the unit, but all such requests must be made 24 hours in advance, weekdays only, as the entry system can only be programmed by the third party security monitoring vendor who is unavailable nights and weekends.

W. No estate sales, garage sales, yard sales or other sales to the general public of any kind shall be conducted or permitted on any part of the Condominium, including without limitation the individual units, the limited common elements or the common elements.

III. LEASING UNITS

A. Unit owners may not lease units for an initial period of less than six months, and must include in the lease a provision prohibiting smoking in the unit, as well as in/on all the common elements of the building. All leases must have a requirement that the lessee have insurance to cover personal property and liability with respect to the unit. All provisions of a lease must comply with all the Rules and Regulations for the Woodley Plaza Condominium. Any lease that does not comply with all these Rules and Regulations will not be deemed sufficient to allow occupancy by the lessee. In the event of any occupancy of a unit by a renter whose lease does not comply with all these Rules and Regulations, the Board shall have the authority to impose a fine on the owner of the unit, and each day the violation continues shall be a separate violation and

subject to a fine. Any fine imposed shall be deemed an addition to the assessment due and payable for the month following the imposition of the fine.

B. Unit owners who lease units must provide a copy of the executed lease to the Board of Directors and the building manager at least five days prior to the commencement date for such lease. Unit Owners and their tenants may use any written form of lease in the leasing of a unit, provided, however, that the unit owner and the tenants also must sign the form of Lease Addendum attached hereto and such Lease Addendum shall be incorporated as a part of the lease, for all new leases and lease renewals, beginning on January 16, 2018.. After that date, if a unit is leased, or if a lease is renewed without the Lease Addendum required by this rule, the owner of the unit shall be subject to enforcement action by the Association, including, without limitation, legal action and fines assessed in accordance with these Rules and Regulations. In accordance with the Bylaws, a copy of each signed lease and Lease Addendum shall be provided to the Association and to the Board of Directors by the unit owner.

C. The Lease Addendum approved by the Board of Directors, the form for which is included in these Rules and Regulations as "Exhibit "B", must be executed at the same time as the lease and must be attached to all leases submitted to the Board and the building manager at least five days prior to the commencement date for such lease.

IV. PET RULES

A. No animals or pets of any kind may be maintained, kept, boarded or raised in any unit or upon the common elements without prior approval of the Board of Directors; EXCEPT the keeping of (1) not more than one orderly domestic pet (dogs, cats or caged birds) per unit weighing not more than twenty-five pounds each, and (2) animals which do not normally leave the unit and which do not make noise (e.g., aquarium fish and some cats), is permitted without the prior approval of the Board of Directors, provided that each such pet (1) has proper licenses and shots as required by DC law, and (2) is registered with the Board. The only exception to the twenty-five pound weight limitation for pets are those pets in the building prior to January 16, 2018, the date of enactment of these Rules and Regulations. Any pet that is not a dog, cat, caged bird, or aquarium fish may not visit or be maintained in any unit without the prior written permission of the Board. Domestic pets exceeding 25 pounds may not visit the building.

The Board shall have the authority to impose a fine on any unit owner found to violate this Regulation and each day the violation continues shall be a separate violation and subject to a fine. Any fine imposed shall be deemed an addition to the assessment due and payable for the month following the imposition of the fine.

B. No pet may cause or create a nuisance or any unreasonable disturbance or noise. Actions which constitute a nuisance include but are not limited to abnormal or unreasonable crying, barking, scratching, or unhygienic offensiveness. Upon a

finding of violation in accordance with the due process provision of these Rules and Regulations, a pet may be ordered removed from the Condominium by the Board of Directors.

C. Pets shall be leashed or restrained at all times while on the common elements.

D. Pet owners are fully responsible for personal injuries and/or property damage caused by their pets and shall be deemed to have indemnified and agreed to hold harmless, including attorney's fees and costs, the Association and each unit owner from any claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet.

E. A pet owner must immediately clean up, at his/her own expense, after his/her pet if such pet defecates, vomits, urinates, or otherwise despoils upon a common element. Common elements include, without limitation, shrubs, flowers, drives, walks, hallways, elevators, garage areas, and the lobby. In accordance with the due process provision of these Rules and Regulations, any resident who does not promptly clean up his/her pet's droppings upon any common element is in violation of this Regulation and is subject to a fine imposed by the Board, which shall be added to the next monthly condominium assessment due by the owner of the unit; a violation which occurs more than once and/or continues after written notice to the pet owner will also be subject to additional fines, which may include, at the Board's discretion, a fine each day until the violation ceases.

V. PARKING AND STORAGE

A. No personal property may be kept or stored on the common elements, or in parking spaces, except in designated storage and bicycle areas. The Association shall not be liable for any loss, damage or theft of any properly or improperly stored personal property.

B. All vehicles shall be parked wholly within parking space lines.

C. The garage is only to be used for parking motor vehicles and storing bicycles. No junk or derelict vehicle or vehicle on which current registration plates are not displayed shall be kept in the garage or upon any other part of the common elements. Trailers, campers and other large vehicles may not be parked anywhere on the building property. No moving trucks or vans are allowed inside the garage or otherwise past the garage gate. All bicycles must use the rear garage entrance to enter the building, whether they use a parking space or are stored inside an individual's unit. Vehicle repairs, other than (i) emergency maintenance, and (ii) ordinary light maintenance (excluding fluid changes, car washing/waxing and operations that might soil the common elements), are not permitted on the common elements or in individually owned parking spaces.

Contractors for unit owners/renters must park outside the garage gate in the alley area next to the dumpsters, and use the elevators on the G1 level for ingress/egress. Contractors may only work at the building Monday through Friday, excluding holidays, between 9 AM and 5 PM. Contractors are not permitted to use the carts in the garage, which are provided for residents only, to transport any equipment. The Board shall have the authority to impose a fine on the unit owner for any violation of this Regulation by his/her contractor, and each day the violation continues shall be a separate violation and subject to a fine. Any fine imposed shall be deemed an addition to the assessment due and payable for the month following the imposition of the fine.

D. Any vehicles parked so as to block sidewalks or driveways, in the drive lanes, in fire lanes, in the rear alley area near the trash dumpsters, in garage areas not defined by a number designated on the Plats and Plans of the Building as a limited common element parking space, or in another owner's space, shall be deemed illegally parked and shall be subject to a fine imposed by the Board and/or towing. Any space in the garage area without a number is deemed to be a common element owned by Woodley Plaza Condominium Association and governed by the Board, which has the sole authority to administer/rent/use such spaces and determine which vehicles may park there, if any. Any unauthorized use of such non-numbered spaces shall be deemed a violation of this Regulation and shall be subject to a fine imposed by the Board and/or towing. Each day the violation continues shall be a separate violation and subject to a fine. Any fine imposed shall be deemed an addition to the assessment due and payable for the month following the imposition of the fine.

Any towing shall be at the sole risk and expense of the vehicle owner. Owners who have assigned limited common element parking spaces are responsible for arranging for the towing of others' vehicles parked within their spaces. If any vehicle owned or operated by a unit owner or renter shall be illegally parked or abandoned at Woodley Plaza, by engaging in such illegal parking the unit owner and renter shall be deemed to (1) hold the Association harmless for any and all damages or losses that may ensue as a result of the removal of the illegally parked vehicle, (2) have indemnified the Association against any liability which may be imposed upon the Association as a result of such illegal parking or abandonment and any consequences thereof, and (3) waive his/her/their right to sue for tort or breach of contract damages for any damage to the unit owner's or renter's automobile arising out of such illegal parking or abandonment, and any consequences thereof.

E. Trucks are not permitted on the front drive without prior approval by the Building Manager.

F. Building keys and/or garage access cards are never to be left in parked vehicles, inside or outside of the Property.

G. Parking: Spaces are specifically assigned to a unit, the owner of which may transfer that assignment to another unit owner by following a specific legal procedure

required by the DC Condominium Act. E-keys must be used for entrance into and egress from, the parking garage. Parking spaces cannot be rented to individuals other than tenants in the unit to which the space is assigned or other unit occupants in the building. Only motor vehicles can be parked in assigned spaces.

VI. UNIT ENTRY

A. The Association or building manager shall not cause a master key system to be used for units in the Condominium; however, each unit owner shall provide to the Association or the building manager, and the Association or building manager shall have the right to keep, a working copy of any key required to gain entry into any unit. These keys ("emergency keys") shall be coded in such a way to prevent identification by unauthorized persons and secured by the Association or building manager in a locked box used only if entry into such unit is necessitated by the threat of fire, flood, or any other condition which may adversely affect the common elements or other units. The Board may establish and implement procedures and controls to ensure the proper use of such emergency keys. In no event shall keys be removed from the locked box and used to facilitate entry into a unit for purposes other than as noted above.

B. In accordance with the due process provision of these Rules and Regulations, any unit owner not providing the required emergency key will be subject to a fine imposed by the Board, which may be imposed each day until the key is provided. Any fine(s) imposed shall be deemed an addition to the assessment for the month following the imposition of the fine.

C. Unit owners may provide the Association or building manager with an additional working copy of any keys ("convenience keys") to a unit for non-emergency entry. Such keys shall be similarly coded and secured and released only upon written authorization of the unit owner.

D. No unit owner shall alter any lock or install additional locks, or a knocker, bell or any other fixture on any doors of a unit without the prior written consent of the Board of Directors.

VII. RECREATIONAL AND COMMON FACILITIES

A. All persons using any of the recreational or common facilities do so at their own risk and sole responsibility. The Association assumes no liability for any occurrence, accident or injury in connection with such use.

B. Any damage to the building, recreational facilities, or other common elements or equipment caused by a unit owner or such unit owner's pets shall be repaired at the expense of the unit owner.

VIII. MOVING IN AND OUT

A. All move-ins and move-outs must occur weekdays, Monday through Friday, excluding holidays, from 9:00 am to no later than 5:00 pm. Any move that occurs outside these hours requires the prior permission of the Board, which will impose a special fee of \$300 for such out-of-hours move. Moves may be made only through the rear garage entrance, via the padded elevator on the G1 level, and require the following:

(1) The owner/renter must post a notice of such move at least 72 hours in advance on the bulletin board in the front entryway and next to the elevators on G1, G2 and G3, stating the name of the person, the unit involved, and the date and time of the move. The owner should also send a courtesy email to all residents notifying them of the move. Any move through any building entrance other than the rear garage entrance is prohibited and will result in a special fine to be determined by the Board of Directors.

(2) A non-refundable fee established by the Board, made in the form of a check payable to Woodley Plaza Condominium, must accompany all requests for moves into and out of the building. Before a move-in can be scheduled and an elevator key provided to assist the move, a copy of the deed (for new owners) or the Lease (including a prohibition on smoking in the unit) and Woodley Plaza Lease Addendum (for new renters) must be provided to the property manager for the building and to the Board.

(3) The property manager and the Board must be notified via e-mail five working days prior to any move-in or move-out in order to reserve an elevator and ensure that the elevator is properly padded. All move-in and move-out requests must provide the following information:

- * Unit Number, date, commencement time, and anticipated duration of move (not to exceed five hours)

- * The name and telephone number of any moving company or private vendors assisting you with your move

- * Name of all residents who will occupy the unit, AND

- * A local telephone number to be programmed into the entry system for new resident(s)

(4) All new residents must set up a time for a personal introduction meeting with

the Board to register their name(s), contact information and car information if they plan to park in the building, plus the name(s) and contact information of emergency contacts.

DELIVERIES

Current residents, whether owners or renters, who wish to receive large deliveries of furniture and fixtures that will require use of the elevator for more than 30 minutes must notify the property manager and the Board at least two working days in advance of such delivery, and provide a courtesy notice to all current residents. Deliveries of large goods that will require use of the elevator for less than 30 minutes do not require advance notice but the resident should still provide a courtesy notice to all residents. All deliveries must take place on weekdays, Monday through Friday, excluding holidays, from 9:00 am to no later than 5:00 pm. Deliveries must be made only through the rear entrance, via the padded elevator on the G1 level, and must use the elevator key to hold the elevator----the elevator door may not be otherwise blocked or prevented from closing. Any delivery that occurs outside these hours or through another building entrance will result in a special fine to be determined by the Board of Directors. Any fine imposed shall be deemed an addition to the assessment due and payable for the month following the imposition of the fine.

Unit owners are responsible for the acts of their tenants. Unit owners, their tenants, and their movers must take care to avoid damage to the elevators, floors, walls, doors, and other areas of the building, and will be held solely accountable for any damage caused to the common or limited common elements, another owner's deeded elements, and the unit owner's personal property/deeded elements which occur during or as a result of a scheduled move. All doors to the garage and the outside are locked at all times to aid in building security. These doors may not be propped open and must be attended to throughout the move. **NO MOVING VANS OR TRUCKS ARE ALLOWED INSIDE THE GARAGE OR OTHERWISE PAST THE GARAGE GATE.** The cost to repair any damage to the building, the garage gate, the garage area, and any other common element of Woodley Plaza Condominium caused by any moving van/truck/mover shall be the sole responsibility of the unit owner and shall be added to the next monthly condominium assessment.

B. The unit owner is responsible for properly removing all trash, debris, crating, or boxes relating to the move. The unit owner is also responsible for breaking-down all moving boxes and placing stacked cardboard or wooden crates alongside the trash bins located at the rear of the building.

C. Failure to comply with the moving rules will subject the unit owner to a fine to be determined by the Board. The Board shall have the authority to impose a fine on any unit owner found to violate this Regulation and each day the violation continues shall be a separate violation and subject to a fine. Any fine imposed shall be deemed an addition to the assessment due and payable for the month following the imposition of the fine.

IX. TRASH REMOVAL AND RECYCLING

- A. Recyclable materials (glass, aluminum, and newspapers) are to be placed in marked containers in trash chute rooms.
- B. Standard household trash is to be placed in a plastic bag and securely tied before placing down the trash chute.
- C. Boxes are to be broken down flat and left neatly stacked near the dumpsters at the rear of the building.
- D. Larger items such as lamps, bookcases, furniture or packing crates, etc., are to be disposed of at a city dump facility at unit owner's expense. No large items may be left by an owner/renter near the Association dumpsters. Any unit violating this Regulation shall be subject to a fine imposed by the Board on the unit owner and each day the violation continues shall be a separate violation and subject to a fine. Any fine imposed shall be deemed an addition to the assessment due and payable for the month following the imposition of the fine.
- E. No items are to be left on the trash chute room floor at any time.
- F. Kitty litter is to be double bagged in plastic and securely tied before placing down the trash chute.
- G. All trash must be separated into regular garbage versus recyclables (glass, plastic, newspaper, cardboard cartons, etc.). Regular trash must be put in sealable plastic bags and placed in the garbage chute located in the trash room on each floor. Recycle materials must be put into the appropriate recycle containers in each trash room marked for recyclable materials. Large cartons and boxes must be disassembled and put inside the appropriate recycle dumpster located in the alley at the rear of the building. Violating trash rules will subject the responsible owner to a fine imposed by the Board. Each day the trash rules are not followed by a unit owner/renter shall be a separate violation and subject to a fine. Any fine imposed shall be deemed an addition to the assessment due and payable for the month following the imposition of the fine.

X. CONSTRUCTION AND BUILDING SECURITY

- A. Unit owners and renters shall exercise due diligence in preventing unauthorized entry into the building and garage areas. Unit owners and renters shall require their contractors and other workers to comply with all Rules and Regulations of the Association, including without limitation the following:
 - 1. All workers must use the rear garage entrance to the building and the G1 padded elevator, and no vans, trucks or other large vehicles may enter the garage.

2. All work must be performed weekdays, Monday through Friday, excluding holidays, from 9:00 AM to no later than 5:00 PM. Any work that occurs outside these hours requires the prior permission of the Board, which will impose a special fee to be determined by the Board.
3. All workers must park outside the garage gate in the area marked "Woodley Plaza Parking" unless the worker has a standard size automobile and the unit owner allows the worker to use the owner's limited common element garage space. The worker must put a sign on the vehicle's driver-side dashboard indicating which unit in the building is being serviced.
4. Unit owners shall be liable for any damage to the common elements of the building caused by their worker(s).
5. Any violation of these Rules and Regulations by a worker shall subject the unit owner to a fine imposed by the Board, and each day the violation continues shall be a separate violation and subject to a fine. Any fine imposed shall be deemed an addition to the assessment due and payable for the month following the imposition of the fine.
6. Unit owners must obtain prior written Board permission before any alterations to walls, electrical or plumbing may be done.
7. Unit owners shall provide a courtesy notice to all residents when a contractor is working in their unit.
8. Unit owners must use contractors who are licensed and bonded in DC and are insured for damages they may cause.
9. Unit owners shall put a notice on their unit door of the name of their contractor, the contractor's contact information and, when work has been completed, a statement to that effect.
10. Contractors and other workers are prohibited from using the carts in the garage to transport equipment or materials. Those carts are reserved exclusively for the personal use of residents in the building.
11. All construction trash must be removed from the building by the contractor and may not be put into the building's dumpsters.

XI. INSURANCE

A. All unit owners must have HO-6 condominium insurance, as required by DC law, providing coverage for the owner's or resident's contents and liability, and also insurance to cover water damage inside their unit, as the Association's master policy does not cover water damage inside individual units.

XII. DUE PROCESS

A. Reporting a Violation: Any Owner or occupant may report an alleged violation of the Rules and Regulations, Bylaws or Declaration in writing to the Board, through the Manager. The report shall be as complete as possible, giving an account of what happened, the names of those involved, unit numbers if known, and the time

and place of occurrence. The report must be signed by the person reporting the violation. The Manager or other employees or agents of the Association may also initiate such action when violations come to their attention.

B. Preliminary Investigation: Upon receipt and consideration of the written complaint, the Board may request the Manager, a member of the Board or a member of the Covenants Committee or any other Committee as provided in Sections 3.13 and 3.14 of the Bylaws to make a preliminary investigation as to the validity of the complaint and promptly report the findings to the Board or the appropriate Committee as instructed by the Board. If the condition has been corrected or the complaint is invalid for any reason, the Board or Committee shall determine the appropriate disposition of the matter and respond in writing to the complainant and the alleged violator. If the preliminary investigation indicates the need for further action and/or the imposition of a fine or suspension of privileges, the Board or Committee may proceed as appropriate with the steps set forth below in subparagraphs "C" and "D".

C. Notice to Alleged Violator: If the preliminary investigation indicates further action is warranted, the Manager shall notify the alleged violator (and the owner of the unit if the alleged violator is other than the owner) in writing by personal service or by certified mail, return receipt requested, to the address appearing on the books of the Association. If the alleged violation is of an ongoing nature, this notice shall specify the alleged violation, what must be done to comply with the Association's requirements, and a warning that if the alleged violation is not corrected or rectified within ten (10) days, the Board or Committee may set the matter for hearing. If the alleged violation is not of an ongoing nature, this notice shall specify the alleged violation and that the Board or Committee has set the matter for hearing.

D. Hearing: Within 15 days of the Manager's notice, the alleged violator may, in writing, request a hearing with the Board of Directors if the matter is being handled by the Board. If the Board has authorized a Committee to handle the matter, the alleged violator, within 7 days of the Manager's notice, may request, in writing, a hearing with the Committee. A hearing shall be scheduled within 30 days of receipt of the request. Similarly, if the alleged violation is not corrected or rectified within 10 days of the Notice, the Board may set the matter for hearing, which may be a closed hearing, at the discretion of the Board, to protect privacy rights or for any other valid reason. The Manager shall serve a Notice of Hearing on all parties at least 15 days prior to the hearing. At the hearing, the alleged violator shall be invited to testify, produce evidence, and bring witnesses and may be represented by counsel. Actions and decisions of the Board of Directors shall be final. Actions and decisions of any Committee may be appealed, in writing, to the Board of Directors.

E. Fines and Suspension of Privileges: Action imposed by the Board of Directors or Committee may include suspension or conditioning the violator's right to use any recreational facilities or general area parking spaces and/or imposing a fine for any

one violation. A violation which continues after written notice shall be treated as a continuing violation and shall result in a daily fine imposed by the Board until the violation ceases. In the event of a continuing violation, the payment of fines and/or suspensions will not preclude other action deemed necessary by the Board of Directors or Committee. Fines will be collected in the same manner as provided in the Bylaws for monthly assessments.

F. Parking Violations: The Manager has the authority -- but not the obligation -- to issue a warning notice to vehicles which are in violation of any parking sign or policy. Vehicles illegally parked are subject to being towed at the owner's risk and expense in accordance with District of Columbia law. Any vehicle which is obstructing vehicular access or egress to, from or within the property, obstructing a fire lane, or creating an emergency situation, may be towed without regard to any other provision or regulation. All towing and other charges shall be at the vehicle owner's expense.

G. Action by the Board of Directors or Committee: The Board of Directors or Committee may take any and all additional action not contrary to D.C. law to enforce any right, provision, or condition of the Declaration, Bylaws and Rules and Regulations. The failure to act by the Board or Committee shall not constitute a waiver of the right to enforce such provision in the future. The exercise of any one remedy shall not be deemed to constitute an election of remedies. The Association shall be entitled to reimbursement for attorney's fees and costs in connection with enforcing any provision of D.C. law, the Declaration, Bylaws and Rules and Regulations.

Woodley Plaza Condominium Association
Rules and Regulations
Adopted by the Woodley Plaza Board of Directors
January 16, 2018

Exhibit 'A' to the Woodley Plaza Rules & Regulations

FIREPLACE INSTRUCTIONS

As the weather gets cooler, many residents may be thinking about using their fireplaces. If you wish to light a fire in your fireplace, you must follow the directions set forth below to avoid causing smoke and odor (or more serious) problems in your apartment and/or other apartments in your tier. These directions are consistent with the fireplace manufacturers' and consulting engineer's instructions for this particular building. Failure to comply with the instructions may result in a fine being assessed to the responsible unit owners and the cost of repairs due to smoke or other damage to any unit and the common elements be at that unit owner's expense.

To light a fire, please follow these instructions carefully:

1. Turn off and keep off all kitchen and bathroom fans.
2. Crack and keep cracked an exterior door or window near the fireplace, approximately 1/2 to 3/4 inches wide.
3. Open the flue.
4. Preheat the flue by lighting a wad or wads of newspaper. This must be done for several minutes, because the smoke will not rise properly into a cold metal flue; this may be particularly difficult (if not impossible) on very cold or windy nights. The lower the level of your unit, the greater is the length of time the flue must be preheated.
5. Light the fire. Please use Duraflame-type logs which have caused fewer smoke and odor problems than real wood during tests in the building. If you nevertheless choose to use wood, please use only seasoned hardwood (oak, ash, maple, and apple) that is at least one year old.
6. Keep the kitchen and bathroom fans off while the fire is burning. Keep the exterior door or window cracked open. The fan will draw any smoke escaping from the fireplace and quickly circulate it throughout your apartment. You can expect that some residual smoke will normally enter the apartment as your fire subsides and the force the updraft is diminished. This is another reason to keep the door or window cracked open until your fire is completely out.

Exhibit 'B' to the Woodley Plaza Rules & Regulations

WOODLEY PLAZA CONDOMINIUM ASSOCIATION

LEASE ADDENDUM

THIS LEASE ADDENDUM is hereby incorporated by reference and made a part of the mutual obligations undertaken, and is made this _____ day of _____, 2____, by and between _____ ("Unit Owner") and _____ ("Tenant") as an addendum to a lease executed by Unit Owner and Tenant and dated _____, 2____, (the "Lease") for Unit No. _____ in the Woodley Plaza Condominium (hereinafter referred to as the "Condominium"), located at 2725 Connecticut Avenue N.W., Washington, D.C. 20008.

This Unit is exempt from the provisions of The Rental Housing Act of 1985, Section 45-2515(a)(2). The exemption number assigned to this unit is listed below. The Unit Owner acknowledges that said Tenant was advised of the exempt status of this Unit prior to the execution of the Lease.

Rental Accommodations Exemption #: _____

In compliance with Section 5.8.(a)(6) of the Bylaws of the Condominium, Unit Owner and Tenant hereby further agree as follows:

1. Compliance with Governing Documents. The Lease is subject to, and the Tenant is bound by, all the provisions of the D.C. Condominium Act and by the Condominium's Declaration, Bylaws, Plats and Plans, together with any and all exhibits, schedules or certificates thereto, and the Rules and Regulations as the same currently exist or may be amended from time to time (the "Governing Documents"). In the event of any inconsistency between the Lease and the provisions of the Governing Documents, the provisions of the Governing Documents shall prevail.

The right of Tenant to use and occupy the Condominium shall be subject and subordinate in all respects to the provisions of the Governing Documents and to such other Rules and Regulations relating to the Condominium as the Board of Directors may promulgate from time to time. Failure to comply with the provisions of the Governing Documents shall constitute a material breach of the Lease and grounds for eviction of Tenant.

Unit Owner and Tenant acknowledge that the Condominium Association is the Third Party Beneficiary of the Lease and this Addendum to Lease. Furthermore, in the event of a default by the Tenant in the performance of the terms of the Lease or this Addendum to Lease, or failure by Unit Owner or Tenant to comply with the Governing Documents, the Board of Directors of the Condominium Association shall have the power to terminate the Lease as if it were the Unit Owner, and shall be entitled to all remedies available under the Governing Documents, this Lease and Lease Addendum, including without limitation any action for possession, eviction, injunctive relief or damages. All remedies shall be deemed cumulative. All attorney's fees and costs of the

Condominium Association in pursuing such remedies shall be paid by the Unit Owner and/or Tenant. To the maximum extent permitted by law, all such costs shall constitute an assessment against the Unit for which the Condominium shall have an automatic lien pursuant to Section 45-1853 of the District of Columbia Condominium Act, as amended from time to time, Title 45 D.C. Code, Section 1801 et seq. (the "Act").

2. Payment of Assessments. Unit Owner and Tenant acknowledge that it is the primary responsibility of the Unit Owner to pay all condominium fees and assessment charges against the Unit in accordance with the Governing Documents. Should said Unit Owner be delinquent in any or all of these payments, then upon written notice to the Unit Owner and Tenant of such default, the Tenant shall pay the fees and assessments. All such payments made by Tenant shall reduce by the same amount Tenant's obligation to make monthly rental payments to Unit Owner.

3. Mailing Address. Unit Owner further acknowledges that Unit Owner is required to provide the Condominium Association with the Unit Owner's current mailing address, and must notify the Association of any change of Unit Owner's address within ten (10) days of moving.

4. Withholding of Amenities. Unit Owner and Tenant acknowledge that the Condominium Association reserves the right to withhold from Tenant access to common element amenities in the event that Tenant fails to comply with any of the provisions of the Governing Documents.

5. Right of Access. Unit Owner and Tenant acknowledge that, pursuant to the Bylaws, the Board of Directors and/or the Managing Agent of the Condominium Association and/or their employees and agents, have a right of access to the Unit for the purpose of locating and correcting any condition originating or existing in Unit Owner's Unit or threatening another Unit or a Common Element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or the Common Elements in Unit Owner's Unit or elsewhere in the Condominium, or to correct any condition which violates the provisions of the Governing Documents or any mortgage covering another Unit. Reasonable notice of entry will be given in advance to the Tenant, provided, however, that in case of emergency, as determined by the Board of Directors and/or the Managing Agent and their employees or agents, in their discretion, right of entry will be immediate, whether the Tenant is present at the time or not.

6. Smoking Prohibition. Unit Owner and Tenant acknowledge that smoking is prohibited in the Unit and in all the Common Elements at all times under the terms of the Lease and this Lease Addendum, and that the Lease shall also include such a prohibition. Any violation of this prohibition shall incur a fine to be imposed on the Unit Owner by the Board, and each day the violation continues shall be a separate violation and subject to a fine. Any fine imposed shall be deemed an addition to the assessment due and payable for the month following the imposition of the fine.

7. Indemnification. Tenant hereby indemnifies the Condominium Association, its Board of Directors, owners, agents and employees against, and save them harmless from, all liability, loss, damage, and expense (including without limitation all reasonable attorneys' fees), arising from injury to person or property resulting from Tenant's use or occupancy of the Unit unless

such loss or injury was caused by the gross negligence or intentional act or omission of the Condominium Association, or its Board of Directors, owners, agents and employees. Tenant further agrees to defend, indemnify and hold harmless the Condominium Association and its Board of Directors, owners, agents and employees from any costs (including without limitation all reasonable attorneys' fees), damages, liability, loss, injury (including without limitation death), claim or cause of action by any third party arising from Tenant's use or occupancy of the Unit, or Tenant's conduct on any part of the Condominium.

8. Assignment or Subletting. Tenant shall not assign the Lease or sublet the Unit except in writing and with the prior written consent of the Unit Owner and the Board of Directors. Any attempted assignment or sublet that is not in accordance with the terms hereof shall be void and shall be considered a material breach of the Lease and this Lease Addendum. A copy of any proposed assignment or sublet, properly executed by Unit Owner, Tenant and the proposed Sub-Tenant, shall be forwarded within ten (10) days of execution to the Board of Directors. Any approved Sub-Tenant shall be subject to all the terms and conditions of the Lease, this Lease Addendum, and the Governing Documents. No Lease or SubLease shall be for a term of less than six (6) months.

9. Binding Effect. The parties hereto expressly agree and affirm that they have each read, understand, and agree to be bound by the terms of this Lease Addendum, the Lease and the Governing Documents. The liability of all persons shall be joint and several.

10. Authorized Occupants. The only authorized occupants of the Unit are:

11. Construction. Notwithstanding anything herein to the contrary, this Lease Addendum shall be governed by and construed in accordance with the laws of the District of Columbia. The singular shall include the plural and the male gender shall include the female, wherever the context shall so require.

12. Severability and Conflicts. The invalidity of any part of this Lease Addendum shall not impair or affect in any manner the validity or enforceability of other provisions of this Lease Addendum, the Lease or the Governing Documents. In the event of a conflict between the terms of this Lease Addendum and the Lease Agreement, the terms of this Addendum shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Addendum on the day and year first above written on the Lease attached hereto.

Unit Owner

Tenant

Tenant

A FULLY CONFORMED COPY OF THE LEASE AND OF THIS ADDENDUM MUST BE DELIVERED TO THE BOARD OF DIRECTORS OR THE BUILDING MANAGEMENT OF WOODLEY PLAZA CONDOMINIUM WITHIN FIVE (5) DAYS PRIOR TO COMMENCEMENT OF THE LEASE TERM.

RECEIVED BY WOODLEY PLAZA CONDOMINIUM:

By: _____

Date: _____