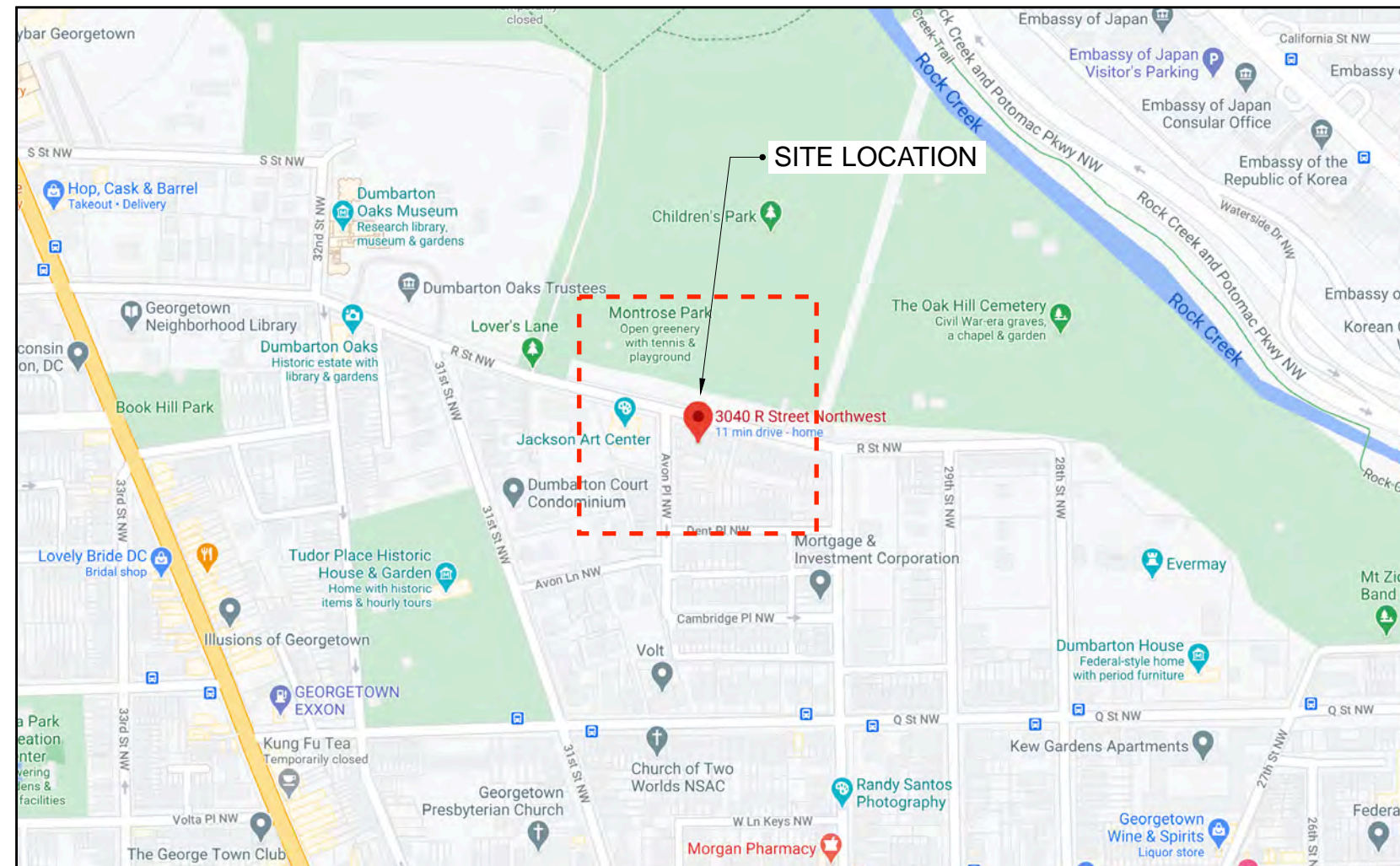


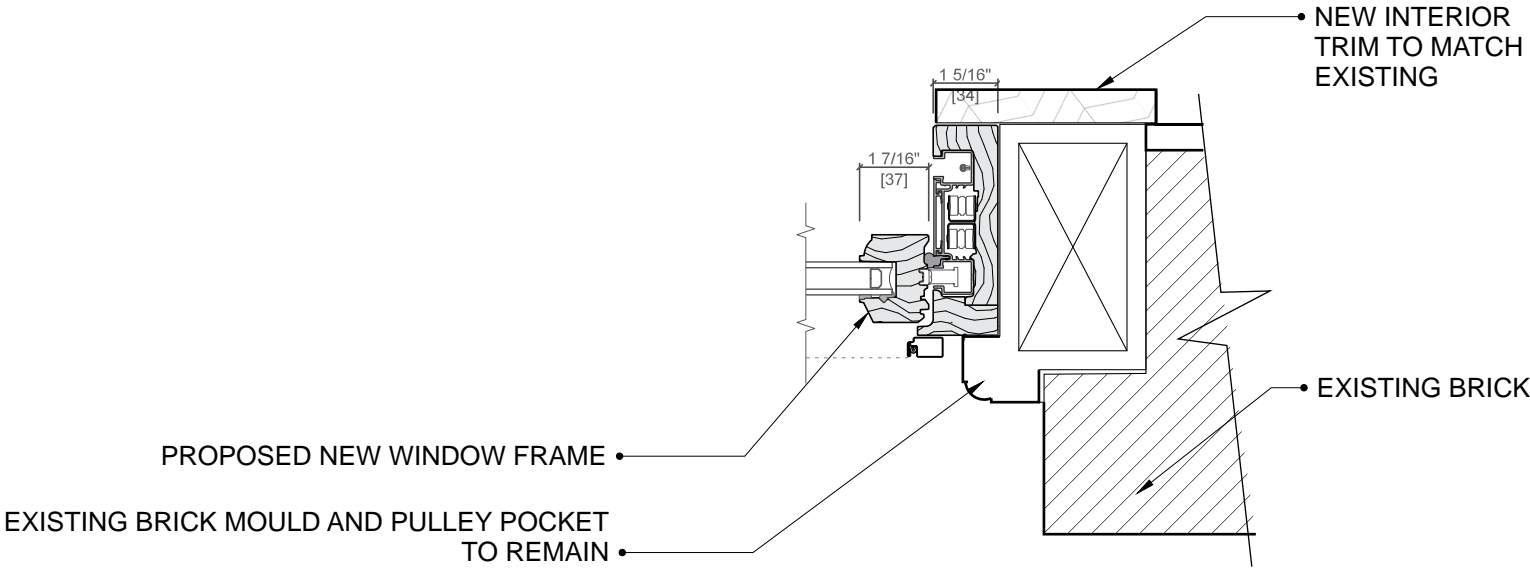
LOCATION MAP

CODE INFO.



Copyright 2020 Studio CrowleyHall, PLLC The above drawings and specifications—and the ideas, designs and arrangements represented thereby—are and shall remain the property of the architect. No part thereof shall be copied, disclosed to others or used in connection with any work or project or by any other person for any purpose other than for the specific project for which they have been prepared and developed, without the written consent of the architect. Visual contact with these drawings or specifications shall constitute conclusive evidence and acceptance of these restrictions.

A0001



1 WINDOW REPLACEMENT JAMB DETAIL
A0002 Scale: 3" = 1' - 0"



REAR DOOR MULLION



REAR DOOR SIDE RAIL



REAR DOOR TOP RAIL



REAR DOOR TO BE REPLACED



TYPICAL WINDOW SASH



TYPICAL WINDOW SASH



TYPICAL WINDOW MULLION (REAR WINDOWS ONLY)



TYPICAL BRICK RELIEF (TO REMAIN)
EXIST. BRICK MOULD TO REMAIN

Copyright 2020 Studio CrowleyHall, PLLCThe above drawings and specifications—and the ideas, designs and arrangements represented thereby—are and shall remain the property of the architect. No part thereof shall be copied, disclosed to others or used in connection with any work or project or by any other person for any purpose other than for the specific project for which they have been prepared and developed, without the written consent of the architect. Visual contact with these drawings or specifications shall constitute conclusive evidence and acceptance of these restrictions.

STUDIO
CROWLEY
HALL

Studio CrowleyHall,
PLLC

2017 Park Road, NW
Washington, DC 20010
(202)387-3003



3040 R St NW
Washington, D.C.

ISSUE
10/05/20 HPO / CFA Rev.

Existing
Photographs &
Dimensions

A0002

For the Work to be done at
3040 R St NW, Unit 2
Washington, DC

Front Elevation



Front Elevation



JARMAN COMPANY INC
2620 GARFIELD A VE
SILVER SPRING, MD 20910



Only Windows on the second floor (Unit 2) will be replaced. Windows on the third floor have been previously replaced by a different unit owner. The windows we have specified are identical.



For the Work to be done at
3040 R St NW, Unit 2 Washington, DC

JARMAN COMPANY INC
2620 GARFIELD A VE
SILVER SPRING, MD 20910

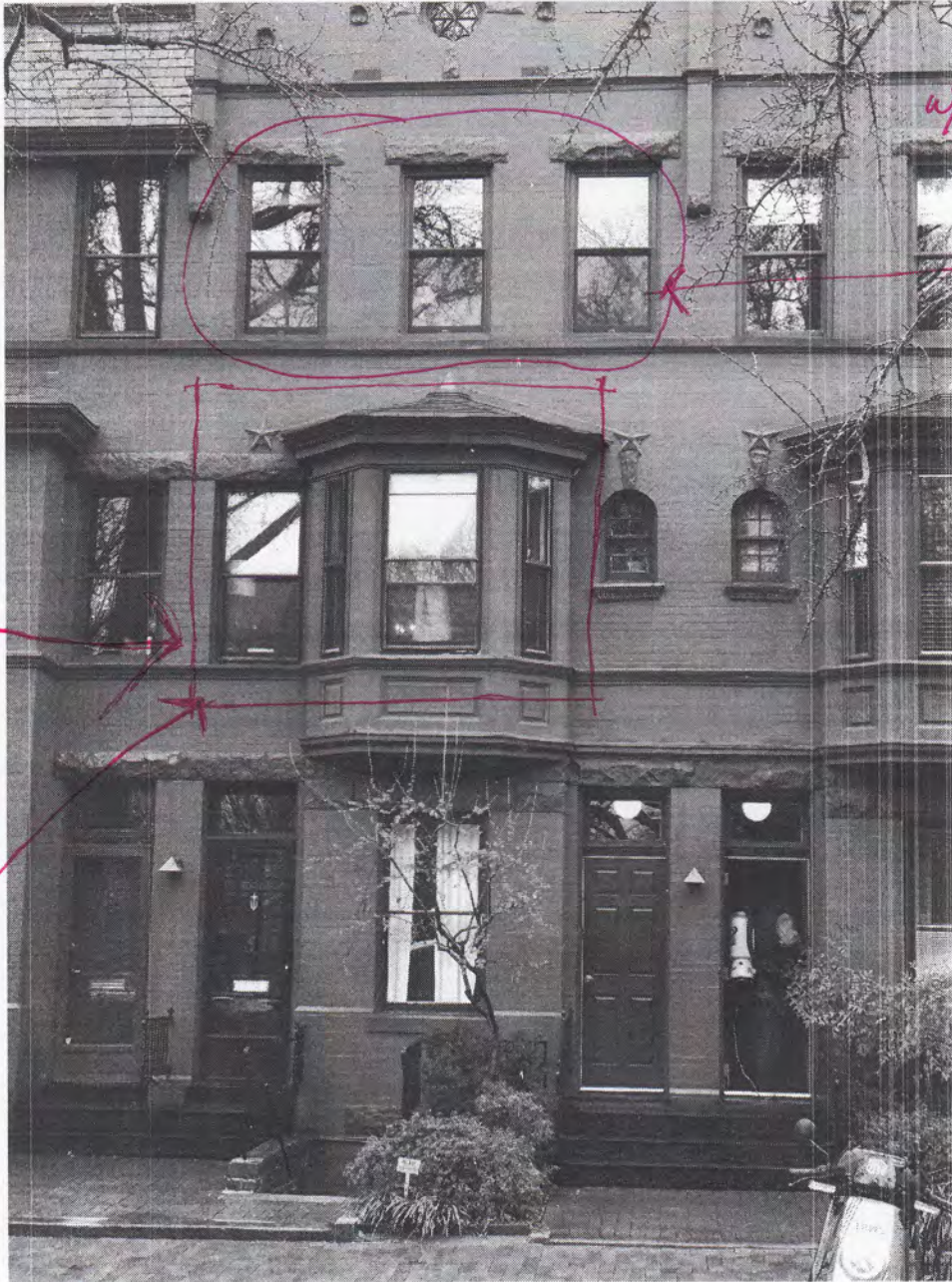
JARMAN COMPANY INC
2620 GARFIELD A VE
SILVER SPRING, MD 20910

For the Work to be done at
3040 R St NW, Unit 2 Washington, DC

NEW PELLA INSERT REPLACEMENTS (A)

3040 R ST NW

2ND FLOOR / FRONT ELEVATION



EXACT MATCH
w/ Pella INSERTS
AS

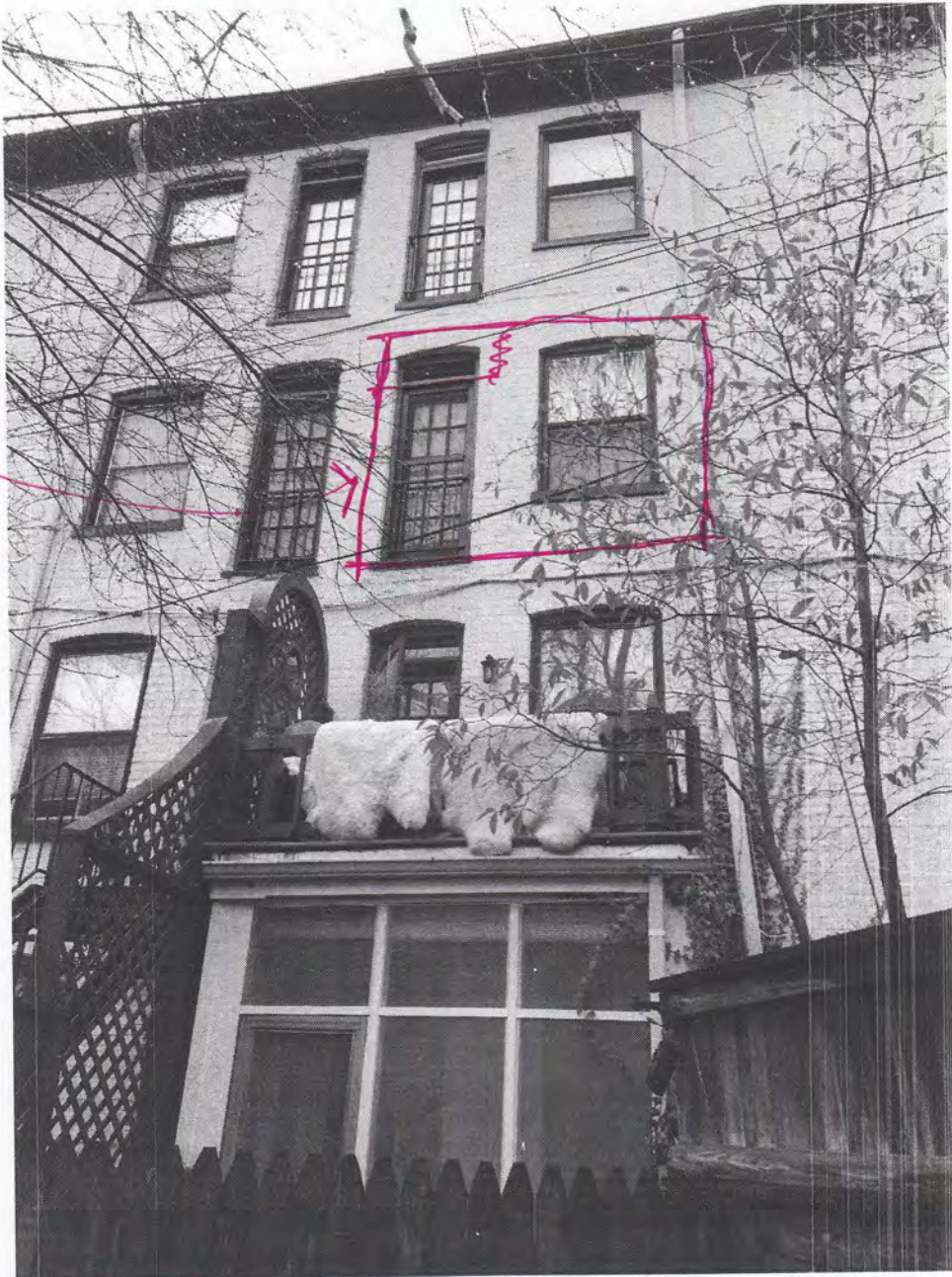
3RD FLOOR
EXISTING
WINDOWS

PROPOSED
NEW WORK:

2ND FLOOR
NEW INSERTS/
REPLACEMENT
WINDOWS

4
NEW PELLA WINDOWS TO MATCH EXACTLY
EXISTING WINDOWS (3) ON
THIRD FLOOR OF SAME BUILDING

New Pella window insert replacement @
3040 R ST NW. ALSO 15 475 WOOD DOOR replacement.
2ND FLOOR / REAR ELEVATION



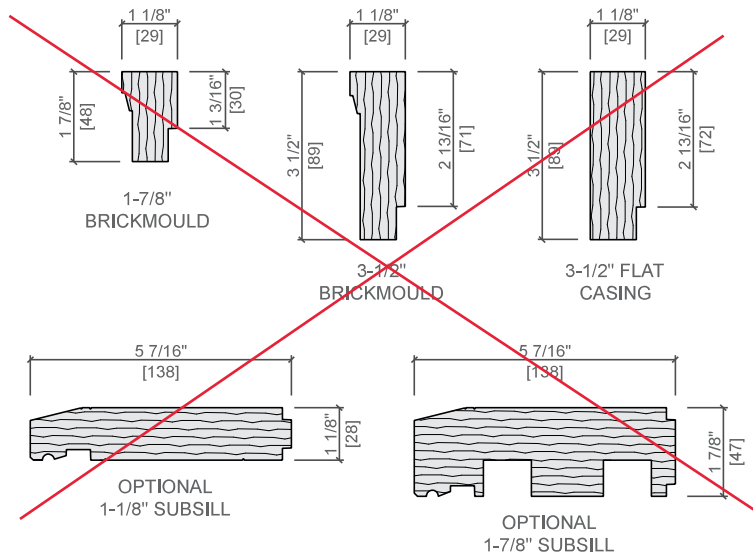
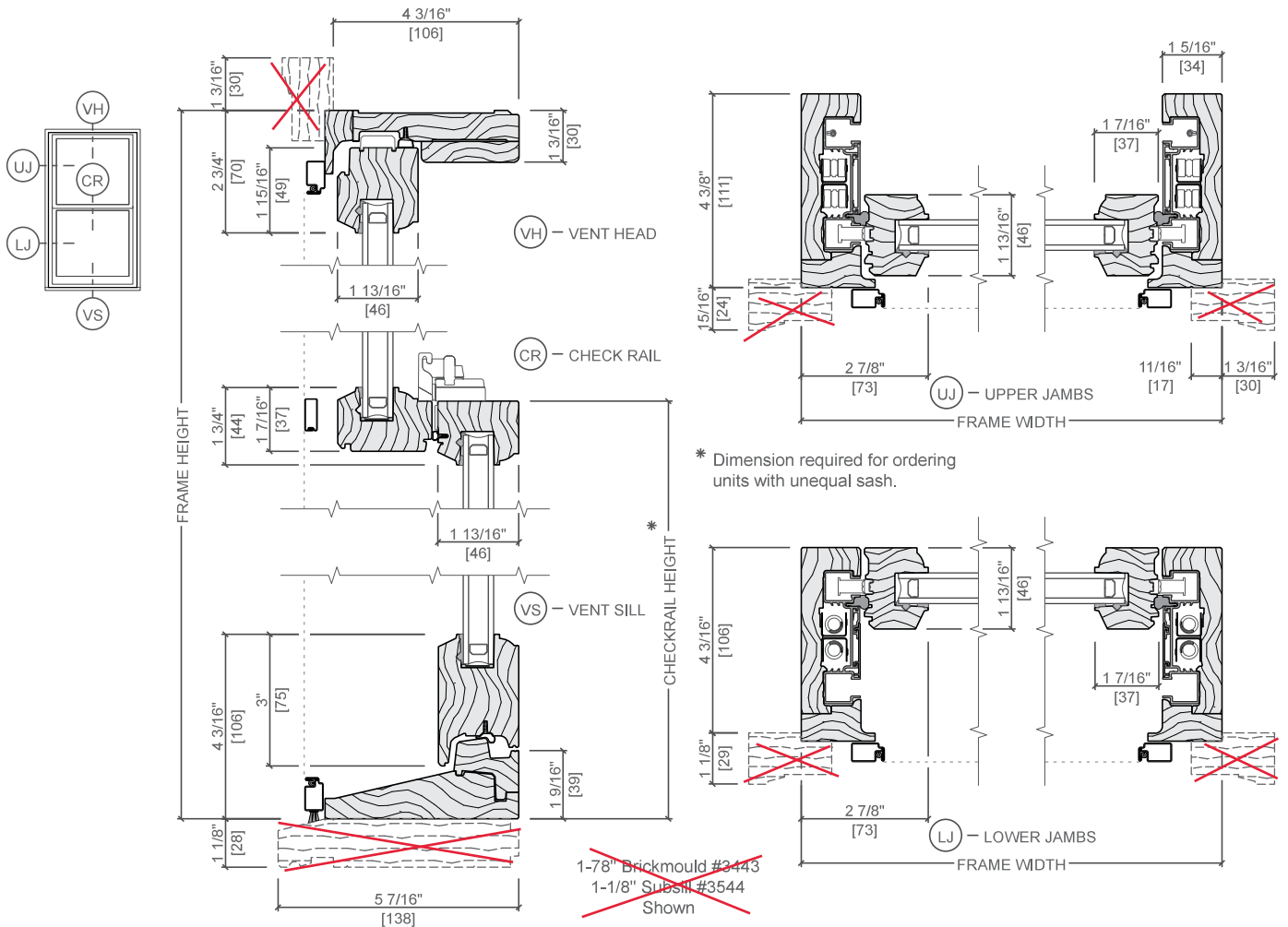
2ND
FLOOR

Beth -
* Note that the 2nd floor existing window
is $\frac{3}{2}$ lite windows. Mike ordered $\frac{1}{1}$ lite.
hoping we can argue that every other window
on this building and next door are also all $\frac{1}{1}$ lite.



Pella® Reserve™ Traditional Hung Window

Unit Sections - Wood Exterior Putty Glaze Exterior Profile



Scale 3" = 1' 0"

All dimensions are approximate.

- Please clarify if this property is a condo/apartment? Is the 2nd floor a separate unit from the 1st and 3rd floors?

SCH - That is correct. There are three units. As noted in the submittal document, the 3rd floor unit was previously approved for window replacements and that work was previously completed using the same window manufacturer and specification.

- Is the rear door replacement to be multi-light or single light? The elevation shows a single light door, but a muntin profile is also circled. Please revise the submission so it is consistent. The drawings should match exactly what is proposed for installation.

SCH - Rear door replacement is multi-light to match existing. Note existing photograph previously submitted identifies the specific door. This door (same as units above and below) is a (15) light door with exterior guard rail to remain. See new added sheet A0002 for additional clarification.

- Please document the measurements and profile of the existing door muntins, rails, stiles, and brickmold.

SCH - See added sheet A0002 with photos and dimensions of existing dimensions requested. See added sheet A0002.

- Why wood insert windows as opposed to full frame replacements?

SCH - These are full frame replacements, but installing such that allows us to maintain the existing brick mould frame of original window units as they are not as deteriorated. Primary exterior brick mould frame and related sill are to remain. See detail 1 /A0002 for clarification.

- Please draw in the existing frames and masonry on the section so that the OGB can determine the total proposed jamb width.

SCH - We have added that information to sheet A0002 for your review.

- Please revise the window specs for either half screens or no screens. If storm windows are desired, they should be interior storms, and no vinyl jamb liners, per the OGB Window Design Guidelines.

SCH - There will be no storm units. Per Pella specifications, the jamb liners are not vinyl.

- These windows appear to be double-glazed; the OGB requires single-glazed on all street-facing elevations. The do consider double-glazed units on the rear, however, they review such replacements on a case by case basis. You may want to consider single-glazed windows for the front elevation, at a minimum.

SCH - Owner requests consideration for insulated glazed window units for energy efficiency per current DCRA energy code requirements. Windows specified for this review are a simulated divided lite unit with spacer bar. This was same as previously reviewed / approved for the 3rd floor unit.

- As I indicated in your previous OGB application, staff cannot determine the age of the windows due to the fact there are storm windows on the exterior. The OGB will want to know the condition and age of the existing sash and frames. This could be accomplished by a site visit from staff, removal of the storm windows for evaluation, or you could provide additional detail photographs from the interior of the windows that include the jambs (for example, are there aluminum tracks or rope and pulleys).

SCH - See additional photos included with sheet A0002 for your review. Existing windows are rope / pulleys.

- Lastly, I did not receive your CFA/OGB referral form with the submission materials sent over from HPO. Could you confirm that you submitted one to HPO and please send me a copy?

SCH - (Confirmed. We submitted hard copies)

Subject: 3040 R St windows
Miranda Peterson Residence
3040 R St NW, Unit 2, Washington DC 20007

Dear OGB board members,

Regarding the existing wood windows at 3040 R St, unit 2 (2nd floor), I recently reinspected the double hung windows and the 15 lite rear door. Below, please see my notes describing some of the typical and common damage that exists with all of these wood windows, plus the rear door- and the repairs that will be required. The attached photos hopefully help to clarify the described issues.

The windows and the door, including upper and lower sashes, wood jambs and window sills, have excessive layers of hardened lead based paint that negatively affect the smooth operation of the moving sashes- that is, they bind in places where there is excessive paint build up. In many of the windows, the spring bronze or copper weatherstripping is missing or damaged. It will be necessary to remove the window sashes from the openings and strip the painted sashes in our shop. When the paint is stripped, the old window glazing would also be removed and replaced- the glazing compound is typically loosened and affected by the same paint stripping process. Once the glazing has been removed, we would also remove the glass, pre-prime the bare wood, reset the glass in each sash and reglaze. The window sashes would also be primed and pre-painted in our shop before reinstallation.

When old wood window sashes such as these are removed, the narrow wood sash stops, or parting beads that separate the upper and lower sashes, would also need to be made new. Removing the old ones such with many layers of paint, often break during the removal process. It is therefore less work to fabricate new ones rather than to strip the paint and restore the old ones- even if they do come out in one piece during removal.

Wood window sashes often have loose/ open joints between the rails and stiles- years of opening and closing windows that have become difficult to operate because of paint build-up are the most likely to become loose and damaged. These loose joints are not always visible or apparent until the windows are stripped of the old paint. But there is some visible evidence now of loose wood joints at some of our subject windows. In addition, other extant wood rot or broken wood will be more apparent after the windows are stripped of paint. While damaged wood muntins are visible at the rear door- it was difficult to carefully inspect the condition of the exterior window muntins because of placement of the existing storm windows.

There is clear evidence of previous wood rot at the rear wood door; specifically at the wood muntins and at the bottom rail- and of past attempts to make repairs. The damage is visible on the exterior side of the rear door where the muntins have lost a lot of their detailed shape. The wood muntins are now rock hard, probably only because a liquid epoxy wood hardener was used to stabilize the rotting wood- and the door was then painted over. The lock side door stile appears to have been shaved down in a rough manner, presumably to loosen an excessively tight fitting door. In the closed position, the margins between the door slab and the wood jamb opening is visibly uneven. The door leaks air, and the lock side stile of the door slab edge is curved- as the placement of the door locking hardware could not be trimmed back beyond what the locking hardware allowed. The bottom wood rail is rock hard when poked with a sharp pocket knife- but a heavy layer of wood-filler is also delaminating off of the surface of the bottom rail. Taken together, the present condition of the rear door appears to show some previous attempts to harden wood rot at the bottom rail and the wood muntins by using a liquid epoxy/ hardener. The exterior surface of the bottom wood rail was apparently then filled with a wood filler compound- and that is the material that is now delaminating. In addition, there are similar problems with excessive layers of paint on the exterior wood jamb and door slab as was described for the painted wood windows. In addition, because of it's southern exposure and no overhead protection, the likelihood of finding additional wood rot and damaged wood after stripping the jambs and door slab is equal or higher than for the old wood windows. The labor to restore the door slab and wood jamb would be great. And as noted in my previous letter, there is an iron guard rail on the exterior side of the door jamb- which thereby prohibits the installation of an exterior storm door to shield this unprotected, south facing, 15 lite single pane glass wood door.

Many, or most of the windows are in openings that are no longer square openings. This can happen because the exterior walls, or their foundations, have settled over the years. With our subject windows, there are window parting rails that do not align- this is evident where the parting rails do not meet, or are not parallel, thereby causing problems with the proper placement and function of the sash locks. If the jamb opening is out of square, the window sashes would typically need to be re-shaped so that the top rail at the upper sash and the bottom rail at the lower sash are trimmed and/ or added to- and so are fitted to the individual shape of each window opening.

As much of the original window weatherstripping is missing or damaged, including spring bronze jamb weatherstripping and the metal interlocking strips at the meeting rails- we would need to replace all with new weatherstripping systems designed for historic wood double hung windows.

Finally, as the owner now fully occupies all the rooms in her apartment, restoring the windows and door would require that we provide a higher level of clearing furnishings and contents from the affected rooms for more intense site work, including floor protection and erecting isolation chambers in the areas where the work would be done. Window and door restoration would also require that the subject window and door openings to be boarded up, and isolation chambers remain in place for at least several weeks, (2 or 3 weeks minimum), while work on the jambs at the apartment and shop work on the windows and door is underway- and then another week or so for the restored windows and door to be installed and completion of paint touch ups and cleaning all the affected areas.

In a letter to the OGB dated November 30, 2020, I stated that to rebuild and restore six of the old wood windows, (four at the front elevation (living room), plus one other in the living room/ facing the center area breezeway, and one at the rear elevation, would cost approximately \$9,000 more than the cost to replace them with the new windows as specified in the current application. Compared to installing new windows, it will take a lot more skilled labor hours to restore the existing windows that historically match their original construction in kind and quality, and to have them operate smoothly and provide reasonably good weather proofing.

Photos are attached separately. Please let me know if any questions or clarifications are needed.

Sincerely,

A handwritten signature in black ink, appearing to read "Christopher Jarman", with a stylized flourish at the end.

Christopher Jarman
President, Jarman Company



























3042 R St. NW, Apt. 2
Washington, DC 20007

March 16, 2021

Old Georgetown Board
c/o U.S. Commission of Fine Arts
401 F Street NW, Suite 312
Washington, DC 20001-2728

VIA EMAIL

Dear Members of the Old Georgetown Board:

On behalf of Board of Directors of the Montrose Walk Condominium Association (MWCA), I write regarding the installation of windows and a door by unit owner Miranda Peterson at 3040 R Street NW #2.

We appreciate the opportunity to express our strong support that Ms. Peterson be authorized to install the specified windows and door without further delay. Following are the reasons for our unanimous and unequivocal support:

- The specified windows and door that Ms. Peterson is requesting to install are exactly the same as those installed within the last few years at 3040 R St. #3. Both the MWCA Board and the Old Georgetown Board supported that installation.
- The MWCA Board has a strong interest in maintaining a unified and consistent façade across our two wings. Installation of the same windows and door by the same contractor, who has done a great deal of work at Montrose Walk, furthers that interest.
- MWCA respects and supports environmental efficiency. Ms. Peterson's current window frames are rotted beyond repair and therefore fail to function properly, and the drafts and resulting extreme temperatures in her unit not only affect Ms. Peterson in an uncomfortable and costly way, but also affect the building's energy usage.

We are working to increase consistency among the buildings' windows and window trim, among other parts of the façade. In doing so, we consider both aesthetic quality and environmental impact. Ms. Peterson's specified windows and door fulfill both of these requirements.

The MWCA Board respectfully requests that Ms. Peterson be allowed to install her specified windows and door immediately.

Yours truly,



Maureen Hirsch
Chair, Board of Directors
Montrose Walk Condominium Association

Montrose Walk Condominium Association

3008–3026 & 3038–3044 R Street NW | Washington, DC 20007

Information Manual

December 2019

Property Management Company

EJF Real Estate Services

1428 U Street NW, 2nd Floor | Washington, DC 20009

Customer Service 202-537-1801 | Fax 202-821-1903

Sarinda Ly | Portfolio Manager

sarinda.ly@ejfrealestate.com | www.ejfrealestate.com

On-Premises Custodian Office

3026 R Street, NW (rear)

Monday – Friday 9 AM – 1 PM, Saturday 9 AM - Noon

Said Hakim 202-359-2325 Cell

Elgen Consolidated Services 202-359-2325

INTRODUCTION TO THE 2019 EDITION

To Owners and Residents:

This Information Manual presents the rules, regulations, policies, and procedures of the Montrose Walk Condominium Association (“MWCA” or “Association”) and applies to all persons who own one or more units (“Owners”) or who, while not an owner, occupy a unit (“Residents”). It was last updated and distributed in 2012. Since then, there has been considerable turnover in ownership and tenancy, as well as evolution in the membership’s thinking about community living.

Several perennial issues continue to concern us all:

- Noise transference between units, through floors, walls, and airshafts;
- Disposal of garbage, trash, and bulk items;
- Maintenance of uncluttered front steps, walkways, and sidewalks;
- Maintenance of rear gardens, specifically tree selection and tree care; and
- Clutter in storerooms.

We, the MWCA Board of Directors (“Board”), urge Owners and Residents to be familiar with policies in this Information Manual. They are designed to promote a safe, attractive, and pleasant community for everyone. Mutual consideration is key, given the close quarters in which we live. In the case of rentals, Owners are responsible for bringing these directives to the attention of lessees and are liable for any violations thereof. Violation of these policies may result in fines.

Items of Note:

- Prohibition of vented dryers in individual units and a requirement to replace with ventless dryers on or before December 31, 2020;
- Procedure for using a lock box;
- Rules for the disposal of regular and recyclable trash;
- Procedures for assessing and contesting fines for rule infractions;
- Unit water shutoff valve requirement when renovation involves plumbing; and
- Clarification of Owner and Association responsibility for maintenance, repairs, and replacements.

The Board welcomes the participation of Owners and Residents in the community’s governance and in observing and updating these rules, regulations, policies, and procedures.

2019/2020 MWCA Board of Directors

Luanne Adams luanneadams@aol.com

Julia Fromholz jfromholz@protonmail.com

Maureen Hirsch mnhrbh@verizon.net

Rhodie Margesson rmargesson@gmail.com

Randy Rabinowitz randy.rabinowitz@gmail.com

TABLE OF CONTENTS

Aerials	3
Alterations	18
Bicycles, Motorcycles & Scooters.....	3
Delinquencies.....	13
Dispute Resolution	10
Doors.....	3
Common Front Doors	3
Replacement.....	19
Storm.....	20
Dryers	4, 18
Emergencies	14
Lockouts	3
Repairs.....	14
Entries	3
Iron Steps	3
Gardens, Front	3
Gardens, Rear.....	4
Signage.....	3
Fines & Fees.....	12
Grills.....	5
Heating & Cooling.....	14
HVAC.....	14
Air Filters	14
Repairs.....	14
Keys	3, 11
Laundry Room	5
Dryers in Units.....	4
Leaks.....	15
Lock Boxes.....	3, 6
Moving	9
Leases.....	9
Bulk Trash.....	7, 10
Requirements	10
Information on Tenants, Appendix D	30
Addendum to Lease, Appendix E	31

Signage.....	3
Noise.....	8
Noise & Nuisance	8
Noise & Carpets/Flooring.....	8
Noise & Pets	9
Pets.....	4, 9, 28
Pet Application, Appendix C.....	28
Remodeling/Renovations.....	18
Basics.....	18
Repairs.....	15
Application.....	23
Remodeling Guidelines & Application, Appendix A.....	21, 23
Covenant to Repair & Maintain, Appendix B.....	26
Repairs.....	15
Owner v. Association Responsibility.....	33
Signage	3
Smoke.....	4
Detectors	5
Common Elements.....	5
Rear.....	5
Storeroom	5
Trash	6
Basics.....	6
Recycling	6
Bulk	7
Yard Waste	7
Hoarding	8
Utilities.....	16, 17
Violations.....	12
Windows	4
Front, Rear, Airshaft.....	4
Using to Move Objects.....	4
Bathroom	4
Replacement.....	19

RULES & REGULATIONS

KEYS

Owners are required to provide copies of entry door key or codes and security system codes to the property manager engaged by MWCA ("Property Manager"). Owners will be charged the cost of a service call if the Property Manager cannot enter the unit in an emergency. Neither MWCA nor the Property Manager provides emergency lock-out service.

SIGNAGE & OUTSIDE AERIALS

Owners shall not permit anything to be placed in, adhered to, or hung from the outside of doors, front facade, steps, pathways, or gardens. Temporary real estate signs are permitted in windows at any time, and outside the specified unit on Saturdays, Sundays, and open house days, and must be removed immediately thereafter. No outside aerials other than those provided by the Association are permitted.

COMMON FRONT DOORS

Police advise that failure to lock the R Street doors leading to second and third floor units creates a real threat to people and property at MWCA. Break-ins have occurred. Residents are required to keep their common doors locked. Second and third floor unit owners who agree to accept the risk of leaving their common door unlocked should notify the Board in writing.

BICYCLES, MOTORCYCLES & SCOOTERS

Bicycles shall not be stored in hallways or attached to the tree boxes. Bicycles may be stored in the locked bicycle storeroom (key may be obtained from the on-premises custodian). Residents who store bicycles in their units should take care when moving them to avoid damaging common element doors and hallways. Scooters and motorcycles should not be parked on the sidewalk, but at the curb with other motor vehicles.

ENTRIES, IRON STEPS & RAILINGS, HALLWAYS & ALL OTHER WALKWAYS

Walkways must remain clear. Storage of any items at the exterior front and rear walkways or entrances, or in the interior hallways and stairs is prohibited. Doormats (other than the one provided by MWCA), strollers, flowerpots, decorations, lock boxes, and other items are not permitted on the iron steps or railings.

FRONT GARDENS & TREE BOXES

The front gardens and tree boxes are maintained in conformity with a master landscape plan, with the advice of a professional landscape architect. These areas must remain clear of any items, including decorations and signs. Residents must keep pets out of the front gardens and tree boxes and walk only on the sidewalks. Residents are not permitted to alter the landscaping without written approval of the Board.

REAR PATIOS & GARDENS

Owners of first-floor units are responsible for the upkeep and maintenance of the rear retaining walls and fences, rear patios, and gardens, including trees and tree care, of their respective units. The fences between patios are common elements and are the responsibility of MWCA. Patios are not to be used to store refuse or interior household effects (including stuffed furniture, boxes, and equipment). Such uses attract vermin and impair the visual environment of neighboring units. Owners of pets must take care in keeping these areas free from animal waste. Any use of a garden or failure to maintain a garden that becomes a nuisance, in the opinion of the Board, may result in action against the Owner.

WINDOWS: FRONT, REAR & LIGHTWELL/AIRSHAFT

Window boxes, awnings, air conditioning units, or other items that protrude outside of windows in the front, rear, or lightwell of the building are forbidden. They are a hazard and nuisance to those living below and nearby. The disposal of waste and shaking of a mop or broom out of any window or opening is prohibited. No clothing or item of any kind may be placed on or hung from windows or ledges.

USING WINDOWS TO MOVE OBJECTS

To protect the fragile facade and gardens from damage, moving objects into and out of individual units through windows is not permitted. If there is no other feasible way to accommodate a bulky item, owners or residents must apply to the Board of Directors in writing for permission to use a window for moving, describing the situation in detail.

Once permission is granted, a non-refundable fee of \$100 to cover inspection and any subsequent repair will be required, and owners or residents must agree to pay for any additional damage that exceeds \$100. A crane operated from the street and professional movers are required to move the item through the window. Unauthorized use of a window to move large objects in or out will result in a fine.

BATHROOM WINDOWS

Owners and residents must protect the bathroom window frame and the inside and outside walls from water damage from the shower. They may do so in a variety of ways, such as using a waterproof curtain, using boat paint, installing ceramic tile, or using any other means that creates an impermeable barrier.

DRYERS IN UNITS

Dryers may not be vented into Common Elements or Areas (airshafts or any exterior walls). Only ventless dryers are permitted as a safety and air quality issue. All existing vented dryers must be replaced by ventless dryers by December 31, 2020.

SMOKE DETECTORS

MWCA, consistent with District of Columbia code, requires each unit to have at least one, and preferably two or three, hard-wired smoke and carbon monoxide alarms installed. Both Owners and Residents have responsibilities to ensure that all District residents remain safe in their homes from the dangers of fire and carbon monoxide poisoning.

SMOKING

Smoking indoors in the General Common Elements (such as common hallways and the laundry room) and smoking outdoors in the front entries and rear patios is not allowed.

GRILLS

The use of charcoal, gas, or other similar grills is permitted only on exterior rear patios and must be at least 15 feet from the building.

LAUNDRY ROOM

Keys are available from the Property Manager for a \$35 fee. Laundry machines work on a card system; cards are available from the on-premises custodian. The ADD VALUE machine allows you to add value to your card with cash.

STOREROOMS

Storerooms are located on the basement level and are kept locked to safeguard belongings which, nevertheless, are stored at the owner's risk. Any storage circumstance deemed by the Board to be unsafe shall be addressed by the items' owner immediately upon notification. The Board reserves the right to move items in the storerooms.

The storage of mattresses, box springs, upholstered furniture, and flammable liquids and paints is prohibited, as they attract vermin or create fire hazards. Rugs must be thoroughly wrapped in plastic. Papers, cardboard, books, clothing and similar items must be stored in closed containers. The Board recommends storing articles in plastic tubs, when possible.

Each item placed in the storeroom must be labeled with the owner's name and unit address. All unlabeled items and prohibited items will be removed and discarded. Items must be stored in a neat and orderly manner.

Three-foot wide accesses to electrical, telephone, and mechanical equipment and the window to the lightwell/airshaft must be maintained.

Keys to the storerooms are restricted to the on-premises custodian and Board members and are not loaned to other Owners and Residents. Requests to gain access to a storeroom should be made by scheduling an appointment with the on-premises custodian or by calling the Property Manager at least one business day in advance.

LOCK BOXES

Lock boxes for a real estate agent, repair person, dog walker, or any other person may not be attached to any exterior walkway railing. A bar for all lock boxes is located just outside the entrance to the laundry room. A \$50 deposit must be paid in advance of any lock box being placed on the bar; this deposit will be refunded once the lock box is removed. Lock boxes must be labeled with the relevant address and unit number.

TRASH

Trash must be put in plastic bags, securely tied, and placed outside the front door on the walkway, not on the sidewalk or curbside, between 6:00 AM and 10:00 AM Monday-Saturday (not on Sundays or federal holidays). Recyclables must be clean (with no food, oils, or any other substances left on them) and may be placed in paper bags. Large boxes must be broken down so they lie flat. Trash and recyclables must not be left outside at night at the front of the building because they attract rodents. Leaving trash or recyclables outside overnight will result in a fine for repeat offenders.

Owners and residents may put trash or recyclables in the bins behind 3040 anytime or take recyclables to the laundry room anytime. Please make certain that the trash or recycling bin is closed before you leave the area. You may have to move bins to find one that will fit your trash or recyclables without staying open. Trash and recyclables must not be left on top of the bins. Violations of these procedures in the past have led to DC fines on the condominium, which we all pay.

Do not mix trash and co-mingled recyclables (*i.e.*, do not put beer bottles in the trash bins, and do not put trash in the co-mingled recyclables bins).

WHAT YOU CAN RECYCLE (FROM TENLEY RECYCLING):

- Aerosol cans
- Aluminum foil and aluminum pie pans
- Aluminum food and beverage containers
- Books (including paperbacks, textbooks and hardbacks)
- Brown paper bags (Kraft)
- Cardboard and paperboard boxes (including cereal boxes without liners). Cardboard boxes must be collapsed for collection.
- Computer printouts
- Corrugated cardboard boxes
- Ferrous and bimetal food and beverage containers
- Glass containers such as jars and bottles
- Junk mail
- Magazines and catalogs

- Milk and juice cartons
- Narrow-neck plastic containers (other than for motor oil) that carry plastic resin identification codes 1 through 7
- Newspapers (including all inserts)
- Non-metallic wrapping paper
- Office paper (including typing, fax, copy, letterhead, and NCR) and envelopes
- Plastic bags, *e.g.*, grocery bags, newspaper bags, and shopping bags. Please put your plastic bags into one plastic bag then place it in your recycling container.
- Rigid plastics including plastic milk/soda crates, plastic buckets with metal handles, plastic laundry baskets, plastic lawn furniture, plastic totes, plastic drums, plastic coolers, plastic flower pots, plastic drinking cups/glasses, plastic 5-gallon water bottles, plastic pallets, plastic toys, and empty plastic garbage/recycling bins
- Telephone books
- Wide-mouth containers such as peanut butter, margarine/butter tubs, yogurt, cottage, cheese, yogurt, sour cream, mayonnaise, whipped topping, and prescription (remove the identification label) and over-the-counter medicine bottles (note that the lids and caps do not need to be removed).

WHAT YOU CANNOT RECYCLE:

- Styrofoam
- “Clamshell” packaging used for food
- Peanuts (foam packaging)
- Pizza boxes

BULK TRASH

DC does not provide bulk trash service to Owners and Residents of MWCA. Owners and Residents who have bulk trash must arrange for it to be removed and pay for the service. Items falling into this category include major appliances, moving materials, furniture, bulk residue like drywall and lumber, and other commercial, industrial, and manufacturing waste. If you need a bulk item pick up, the Property Manager can help you arrange that. Dumping bulk trash at the curb, outside the bins behind 3040, or anywhere else in the vicinity of MWCA will result in a fine.

YARD WASTE

Small quantities of yard waste may be put into tightly-tied heavy duty plastic bags and disposed of with regular trash. Branches and twigs must be in lengths which will fit into the plastic bags.

Residents must arrange for special pick-up of anything other than small amounts of yard trash and are responsible for the additional expense that may be incurred.

HOARDING

The excessive acquisition of possessions (and requisite failure to use or discard such items), whether or not these possessions have been deemed worthless, hazardous, and/or unsanitary is not permitted in units or in common areas, including storerooms. This type of activity is dangerous, unsanitary, and unsightly, and can cause significant environmental, health-related, and financial burdens on the owner and on all Owners and Residents in the MWCA community.

As community members, we have a social responsibility to report such activity to the Property Manager and/or a Board member, to prevent such burdens mentioned above. When appropriate, the Board will take measures, including legal action, for the protection of the health and safety of MWCA's residents.

NOISE

NOISE & NUISANCE

Our buildings are very old and noise travels easily through the floors, ceilings, and walls. There is a limit to soundproofing measures that can be used to mitigate impact and airborne noise. Please be considerate of your neighbors and refrain from making loud noises and playing loud musical instruments and equipment. After 11:00 PM and before 8:00 AM, televisions, radios, and other sound systems should only be played at low volume or with headsets, and the source of any other noise should be reduced as much as possible. During this time the windows to the lightwell/airshaft should be closed when playing a radio, television, or other sound system as the interior lightwell/airshaft carries sound to every part of the building. Ear plugs, white noise machines, and other noise-reducing remedies are suggested for those bothered by ordinary noise from surrounding units. Please contact your neighbors before the Property Manager or the Board should there be a noise issue between units.

NOISE & CARPETS/FLOORS

95% of floor space must be carpeted in all units (kitchen, bathroom, and closet areas are excluded for this purpose). Even with the proper carpeting, repetitive walking with heavy shoes or high heels, heavy footfalls, running, and exercising are discouraged as the floors are old and very porous to sound. Treadmills are not allowed. The same consideration should be exercised in using the stairway to the second and third floor units.

- Unit owners are responsible for the repair and replacement of floors and for maintaining them in good condition.
- When new flooring is installed, ensure that the new flooring elements are firmly secured to the floor joists; and
- When installing new carpeting and carpet padding, secure any loose flooring and install sub-flooring as needed to minimize squeaking and other floor noise.

- As the structure of the floors in some units has deteriorated with time, owners should reattach loose and squeaking floor boards firmly to the underlying floor joists whenever reasonably possible.

NOISE & PETS

Pets are allowed at MWCA. The keeping of a pet is not a right but a privilege granted only with the written permission of the Board **before** a pet may be housed in any unit (see Appendix C for Pet Application). Residents are limited to keeping no more than:

- one dog per unit; or
- two cats per unit; or
- one dog and one cat per unit.

MOVING

LEASES

Please follow these procedures:

- Rental units in Washington, DC must meet the requirements for a Basic Business License (<https://dcra.dc.gov/service/residential-housing-rental-license-information>).
- Each unit shall be leased for a period of no fewer than 12 months. Sub-leases, short-term leases, and Airbnb or like rentals are not allowed at MWCA.
- Owner of the leased unit must provide a copy of the signed lease and the signed MWCA Lease Addendum to the Property Manager before any lessee moves in.
- Each lease must provide that it is subject in all respects to the Declaration, Rules and Regulations, and these Bylaws.
- Schedule a move at least five days before the requested move-in date and pay a move-in fee of \$250 at that time to the Property Manager.
- Move in and out only Monday-Saturday, 9:00 AM to 8:00 PM (no Sunday or holiday moves).

The Owner of the leased unit will also be assessed the costs of any damages resulting from either a move-in or move-out. If a move-out coincides with a sale, a security deposit of \$200 will be assessed the Owner on the settlement sheet to cover any potential damages incurred at move-out or the disposal of items left in the storerooms. Owners must notify the Property Manager as to which storeroom they or their tenants have used. If no damage is done or items found, this fee will be reimbursed within 30 days.

Unscheduled moves or failure to provide a copy of a lease and telephone numbers and email addresses of new residents to the Property Manager prior to a move will cause the Owner to be assessed an additional fee of \$100.

As discussed under “Bulk Trash” above, MWCA does not provide bulk trash pick-up so Owners and Residents, including lessees, will be responsible for the disposal of any boxes and packing materials. Like all bulk trash, these items should not be left on the sidewalk except on the day the Owner or Resident has arranged for them to be picked up by a bulk trash company. Contact the Property Manager for assistance in arranging bulk trash pick-up.

Requirements for Leasing Units at Montrose Walk Condominium

- The “Addendum to Lease” (Appendix E) must be signed by all Residents of the unit, even if no formal lease exists between the Owner of the unit and the Resident. All such Residents must agree to the terms of the addendum whether or not they pay rent for the use of the unit.
- The “Addendum to Lease” must be properly signed and attached to all leases. Owners may use standard lease forms as long as the addendum is attached.
- This addendum states that a signed lease and a \$250 move-in fee must be provided to the Property Manager five days prior to the requested move-in date and that an additional fee of \$100 will be charged for all unscheduled moves.
- The addendum includes the right of the MWCA Board of Directors to evict Residents who violate the rules and regulations of the Association.
- Current keys must be provided to the Property Manager.
- MWCA has the right to collect the rent directly from an Owner’s lessee when the Owner of the unit is delinquent in condominium fees.
- It is essential that non-resident Owners or their rental agents provide all Residents of their units, including lessees and other occupants, with a copy of the MWCA Information Manual and advise them of the procedures for moving in and for applying for permission to house a pet at MWCA.

The Board believes that by informing lessees and all other Residents of these requirements at the time of lease signing, or, if there is no lease, move-in, landlords will avoid future problems and that the quality of life for all MWCA residents will be improved.

DISPUTE RESOLUTION

When Owners or Residents have an issue regarding possible violations of rules or Bylaws, we encourage them to first have a dialogue with their neighbors to address the concern. If a problem is not resolved, owners should report problems to the Property Manager. Some issues may not rise to the level of violations of rules or Bylaws. In such cases, the Property Manager and the Board can assist in helping to resolve the problem if the neighbors have made a sincere attempt to negotiate the issue and have been unable to reach a mutually agreeable solution or compromise. Where the

problem involves a violation of rules or Bylaws, the Property Manager and the Board may be able to take appropriate action if they are made aware of the issue.

The following guide is for Owners and Residents seeking to address rule and Bylaw violations with neighbors:

Step 1: Whenever possible, have a dialogue with neighbors to address issues of concern. Jot down for your own records what occurred, when, and the outcome.

Step 2: Raise the concern with the Property Manager. Be sure to provide documentation or specifics about the violation. You may contact Sarinda Ly at sarinda.ly@ejfrealestate.com or 202-537-1801.

Step 3: Once an incident is reported, the Property Manager will investigate and, if a violation of a rule or Bylaw is involved, make a recommendation to the Board. Depending upon the infraction, fines for violations may be issued after an initial warning for a first offense.

Step 4: If the incident is still not resolved, owners should report the incident again to the Property Manager and to the Board. The Board has the authority to impose higher fines for more egregious or repeated violations. In serious matters, the Board will seek legal representation to address violations.

VIOLATIONS OF BYLAWS AND RULES: PROCEDURES AND FINES

The Board has the authority to impose reasonable fines for violations of the rules and Bylaws. The Board will follow the chart below in assessing fines. The list of violations in the chart is by no means exhaustive but reflects the most common violations that might occur.

For many violations, violators will be issued a formal, written warning for the first offense. For those violations, a fine will be issued for a second offense. Anyone who is issued a fine may address the violation with the Board, as well as appeal the decision to the Board.

Fees are also levied for activities that result in additional expenses for the Association. The penalty for violation of other rules or regulations will be determined by the Board on a case-by-case basis. Owners are responsible for damages to the buildings and gardens caused by occupants, tenants, or guests in their unit, and for fines levied on their tenants for bad behavior.

Violation	1st Offense	2nd Offense	3rd Offense	4th Offense (and all subsequent offenses)
Improper disposal of trash or bulk trash in the General Common Elements, including the trash area and the front sidewalk	Warning + cost of removal and/or any fine imposed by the city	\$100 + cost of removal and/or any fine imposed by the city	\$150 + cost of removal and/or any fine imposed by the city	\$200 + cost of removal and/or any fine imposed by the city
Smoking indoors in the General Common Elements (such as common hallways)	Warning	\$25	\$50	\$100
Damage, outside of normal wear-and-tear, to common areas	Warning + cost of repair	\$25 + cost of repair	\$50 + cost of repair	\$100 + cost of repair
Failure to pick up after your pet	Warning	\$25	\$50	\$100
Unscheduled move-in or failure to provide a lease in advance of a move-in	\$100	Board to determine	Board to determine	Board to determine
Unscheduled move-out	\$200	Board to determine	Board to determine	Board to determine
Remodeling work conducted outside allowed hours	\$100	\$200	\$300	\$400
Noise violations	Warning	\$50	\$75	\$100
Unauthorized use of window to move large objects in or out	\$300 fine, \$100 fee, and payment of damage more than \$100	\$500 fine, \$100 fee, and payment of damage more than \$100	\$750 fine, \$100 fee, and payment of damage more than \$100	\$1000 fine, \$100 fee, and payment of damage more than \$100

DELINQUENCIES

At its annual meeting, MWCA adopts a budget for the Common Expenses of the Association and each Owner's contribution is determined based on the Owner's Individual Percentage Interest as specified in the Declaration of the Condominium. The Owner's annual contribution is levied and assessed as a lien on the first day of each fiscal year. The Bylaws of the Condominium allow the Board to collect the annual contribution in monthly installments and to set the policies for their collection.

Monthly installments are due and payable on the first of each month. Condominium fees not received at the bank by the 15th of the month incur a \$75 late charge, \$10 notification fee, and interest at the monthly rate of 1.5%. When the 15th falls on a Saturday, Sunday or holiday, payments must be received by the last working day prior to the fifteenth. There is a \$75 charge for returned checks.

In cases in which the fees have not been paid within 45 days, the collection of fees, late charges, and interest will be turned over to attorney for collections and possible foreclosure. The annual assessment may be accelerated, making the remaining assessment for the fiscal year due immediately.

Costs and attorney's fees incurred by the Association in enforcing its rights against a defaulting Owner shall be assessed against the defaulting Owner.

The payments received from a delinquent Owner will be applied to late fees and interest charges, then to any other delinquent fees, and then to current fees. The minimum delinquent balance against which a late fee will be levied is \$10. Interest charges will be applied to a minimum balance of \$300.

Arbitrary deductions from monthly fees by an Owner for any reason are not permitted.

Sources

Bylaws, Art. III & VII

POLICIES & PROCEDURES

SERVICE AND REPAIR REQUESTS

Owners and Residents are required to report promptly any emergency problems to the Property Manager and are requested to report non-emergency problems during normal working hours. Owners and Residents are urged to use email or written communication for non-emergency situations. Owners and Residents may also request assistance from the on-premises custodian or the maintenance company, Elgen Consolidated Services. Charges for such service may be billed to the Owner or Resident.

EMERGENCY SERVICE

When an emergency occurs (such as flooding, loss of heat in severe weather, loss of electrical power, etc.), Owners and Residents should call EJJ Real Estate Services at 202-537-1801. No emergency key or lock-out service is provided by MWCA or EJJ.

HEATING & COOLING SYSTEM REPAIRS

Call or email the Property Manager for all HVAC issues. Repairs to the heating and cooling systems are made only during normal working hours, except in the case of emergencies as determined by the Property Manager or a Board member. Owners and Residents may request service outside of normal working hours if they agree to pay the extra cost.

AIR HANDLING EQUIPMENT LEAKS

Any evidence of water leaks in pipes related to the air handling equipment should be reported promptly. This is especially important in the case of backups that can occur in condensate pipes during the air conditioning season. Failure to report any such problems that lead to the damage of Common Elements may result in a claim by the Association for the Owner to pay for the repair.

AIR CIRCULATION

Large pieces of furniture or other items should not be placed in front of the air intake vent for the air handler.

AIR FILTERS

An air filter, located in the air intake vent in the dining area of the main room, filters dust out of the circulating air. When the filter becomes clogged, the flow of air through the cooling and heating coils will be reduced resulting in inefficient cooling or heating. It is recommended that Owners and Residents change their air filter **monthly**.

AIR CONDITIONING COILS

If dirt has collected in the coolant coils, it will hamper the effectiveness of the cooling system. If residents find that the air is not cool, they may ask that these coils be checked. Moisture from the air condenses on the air conditioning coils and is collected in a drain pan below the coils. The drain pan occasionally becomes plugged and the pan overflows. Owners and Residents should inspect the area around the base of the air handler periodically. If the area appears wet, Owners and Residents should report the problem immediately to the Property Manager to prevent damage to the building. Failure of the Owner or Resident of a unit to report promptly such problems may result in the cost of the repairs being billed to the Owner. We strongly suggest that owners buy a water alarm to place on the floor in the closet where the HVAC is located. These alarms will give a quick alert if water is somehow falling to the floor.

POLICY GOVERNING INTERIOR REPAIRS

These guidelines are provided to help Owners and Residents with interior repairs.

Most interior repair issues arise from water penetration. Some are related to interior plumbing (*e.g.*, the bathroom fixtures of a neighboring unit, or air handling equipment pipes) and some involve water penetration from a variety of exterior sources (*e.g.*, roofs or gutters)

1. Article IV of the Condominium Declaration provides general guidance for determining whether the repair is the responsibility of the Owner or the Association. In general, fixtures and systems for the benefit of a single unit are a part of that unit and the Owner's responsibility. For example, bathtub drain leaks are the responsibility of the Owner. A break in a water supply pipe that carries water to more than one unit is an Association responsibility.
2. The Owner of a unit is required to report promptly any defect or need for repairs, even if the Association is responsible for the repair. (Article IV.B.2 of the Declaration)
3. Owners should check with their insurance carriers, whether the problem is related to a neighboring unit or a Common Element. Repairs of damage caused by sudden or accidental water flow are often covered by the insurance carrier. Even if water damage is caused by an exterior deficiency, the Association may not be responsible for repair of interior damage; some interior damage caused by exterior water is a result of negligence of the Owner or Resident.
4. Personal property damaged by water is not the responsibility of the Association, even if the Association is responsible for the repair.

INTERIOR PLUMBING LEAKS

In the case of interior plumbing leaks (due to bathroom leaks, shower fixture leaks, etc.) coming from a neighboring unit, the Owner of the damaged unit should notify the Owner of the unit with

the leak and request that the problem and the damage be repaired.

If the Owner of the unit with the leak fails to respond, the Owner of the damaged unit should send the Property Manager a written request for assistance. If the Owner of the damaged unit believes that Common Elements (such as joists) are being affected by continuing neglect of the neighboring Owner, the Property Manager should be promptly informed of that as well.

The Association has the authority to arrange repair of the cause of the water leak but is not responsible for other damage (e.g., bathroom ceilings). Repair cost will be charged to the Owner responsible for the problem.

OTHER INTERIOR REPAIR PROBLEMS

Most other interior water damage problems involve plaster damage adjacent to wet bricks. The causes often are not definitively known and are difficult to determine.

In cases requiring investigation because the cause is difficult to determine, the interior repairs will be delayed until the cause of the problem has been determined and the problem corrected.

PROCEDURES

1. Owners and Residents should report problems to the Property Manager. Owners should also check with their insurance company to ascertain whether the insurance will cover the cost of the repairs.
2. The Property Manager will arrange to have the problem inspected and evaluated. If the cause of the damage is determined to be the Association's responsibility, the Property Manager will obtain bids for the work. When approved by the Board, the Property Manager will arrange for the work to be done.
3. If the Property Manager determines that the damage is the Owner's responsibility, the Owner must arrange for the repairs to be made or request the Property Manager to have the damage repaired at the Owner's expense. If the Owner disagrees with the determination of the Property Manager, the Owner may appeal the decision to the Board.
4. If damage occurs from one unit to another unit and requires MWCA insurance to be involved, the Association will charge the deductible back to the Owner of the unit where the issue originated. The Association may charge back up to \$5,000. An owner's HO-6 policy may cover these charge backs in some cases. We strongly urge Owners to discuss this coverage with their insurance agent. The coverage is often inexpensive.

UTILITIES CUTOFF IN EMERGENCIES

In the event of various types of emergencies, Owners and Residents should know how to cut off the utilities in their apartment to minimize damage to their unit and the Condominium systems.

The locations of shut-off valves for individual apartments are generally as follows (there may be individual variations, especially for units that have been significantly remodeled):

Water: Behind the toilet, under the kitchen and bathroom sinks, and recessed into the wall of the back room adjacent to the bathroom. (The latter valve, which in some units is masked by a cover-plate against the wall, controls water flow to the tub/shower.)

Some units can only cut off the water in the manhole, described below.

Electricity: Each apartment has a circuit breaker box in its hallway, usually towards the kitchen end. In addition, each three-unit stack in the East Wing has a master circuit breaker for each apartment (including the 1/2 unit) located in the vertical cabinet alongside mailboxes in the stairwell for the 2nd and 3rd floor units. West Wing electricity breaker boxes are in the meter room, located just inside the laundry room. Owners can access their own breaker box with the key hanging on a nail next to the door.

Gas: The valve is on the gas line behind the stove. Be very careful to move the stove as little as possible in seeking access: gas lines can be fairly rigid and much movement might produce cracks and potential gas leaks. Gas cutoff is available in the basement storage areas. One meter works two buildings and should only be done by a licensed professional.

While owners are free to use their own contractors, D.H. Stevens Plumbing is very familiar with our gas and water lines. They may be reached at 202-882-4500.

MWCA Board members, the on-premises custodian, or volunteers can, if necessary, cut off water to the entire complex using valves which are under several pry-off manhole covers marked “Water Meter” in the sidewalks in front of Montrose Walk. Gas cutoff to the complex is the responsibility of the gas company. If warranted by major emergency, they would utilize central valves to halt gas flow to affected areas of the city.

REMODELING & RENOVATIONS

MWCA encourages Owners to improve their units by remodeling. When carried out in accordance with the Association’s requirements, such improvements increase the value of all units. The Condominium’s governing documents charge the Board with the responsibility to protect the rights of other Owners, to ensure that the remodeling will not damage the building structure or its infrastructure, and to prevent the creation of hazards.

Remodeling Guidelines have been developed to assist Owners in planning their remodeling. The remodeling requirements of the Association are outlined in the Declaration of the Condominium and the Bylaws for MWCA. Owners planning significant remodeling projects are advised to discuss their project with the Board early in their planning.

1. Written application (Appendix A) must be made prior to any structural additions, alterations or subtractions in any unit, or any alterations involving the electrical or plumbing systems within the units. Most renovations, including but not limited to walls, floors, electrical, plumbing, and adding or replacing appliances must be approved by the Board of Directors. The application, which should describe the project in detail, should be submitted no later than 30 days before the anticipated start of the renovation. **Renovations may not begin without the Board's written approval.** The Board, the Property Manager or their designated agents shall have the right to inspect the construction at all reasonable times and to make a final inspection to insure the integrity of the common elements.

All work must be done Monday-Friday, 8:30 AM-6 PM, and Saturday, 9 AM-5 PM. No work may be done on Sunday and federal holidays absent exceptional circumstances approved in advance by the Property Manager or Board.

ALTERATIONS

Structural or material alterations may not be made to any unit, window, or door without the prior written consent of the Board of Directors.

Following the additional guidelines below will ensure that your remodeling project proceeds without delays or other problems.

REMODELING BASICS

- Please put all remodeling plans in writing and submit to the Property Manager in a formal request (Appendix A).
- Owners have an obligation to alert neighboring units by phone, email, or a note on or under their door if water or electricity will need to be shut off for a scheduled renovation or repair. Residents must be alerted at least 24 hours in advance, when possible
- All work must be done Monday - Friday, 8:30 AM - 6:00 PM, and Saturday, 9:00 AM - 5:00 PM. No work may be done on Sunday or any federal holiday.
- All waste from a construction project must be removed by the contractor, and not disposed of in the MWCA trash area.
- Owners are responsible for keeping the shared hallways free of debris.
- Owners are responsible for any damages to other units or to the Association caused by work in their units.

- Building permits, where required, must be secured for all applicable work.
- Work must conform to the building codes of the District of Columbia.
- Work must be performed only by contractors or other qualified workers who are licensed to work in the District of Columbia and who carry adequate liability insurance.
- Individual unit water shutoff valves must be added when renovation involves plumbing. D.H. Stevens Plumbing (202-882-4500) must either oversee your plumbing contractor or be the plumbing company of record.
- Load bearing walls may not be altered. The exterior walls facing R Street may not be changed in any way. Modifications of the exterior walls in the airshafts and the rear walls are very restricted and must be approved by the Association or, in some cases, the Board (see the Declaration and the Bylaws of the Montrose Walk Condominium).
- No openings will be permitted in any exterior wall, except for small holes for ventilation ducts from the bathrooms or kitchens. Any such openings must be designed by a qualified engineer and approved by an engineer engaged by the Association at the owner's expense, and they must be made according to the guidelines available from the Property Manager. (Exterior walls of MWCA are very fragile.)
- Dryers may not be vented into Common Elements or Areas (airshafts or any exterior walls). Only ventless dryers are permitted as a safety and air quality issue. All existing vented dryers must be replaced by ventless dryers by December 31, 2020.
- If the work has the possibility of resulting in future cost to the Association, the Owner may be required to indemnify the Association. (Appendix B).

WINDOW & DOOR REPAIR/REPLACEMENT

- Owners are responsible for the replacement of all windows and window frames pertaining to their unit. The front entry door to each unit and the rear doors on all three levels (and four levels, in the case of certain units which are occupied at the lowest level) are also the responsibility of the Owner. The Association is responsible for painting the entrance door of the hallway to the second and third floor units. First floor unit doors will be painted as needed, and the cost will be charged to the Owner.
- Owners are encouraged to replace windows and rear doors, which have only a single layer of glass, with ones that have two or more layers of glass (thermal windows). Such windows and doors conserve energy in both the heating and cooling seasons; make both front and rear areas of units more comfortable; and reduce noise from exterior sources. All window and door replacement projects must be approved by the Board of Directors to ensure that they meet the required standards for MWCA. In addition, window replacement projects may require approval by the Old Georgetown Board and the Fine Arts Commission, and permits may be required.
- Replacement windows, frames, doors, and doorframes must be of material that can be painted.

- All replacement windows and frames along R Street must be identical to the existing, when viewed from the street.
- Replacement windows in the airshafts and the rear may be one or two panes (existing 4-pane windows are generally not available). The glass in the rear replacement doors may be a single pane or of a design like the existing doors.
- Owners of first-floor units wishing to install a door or storm door shall submit a remodeling request with a full description of the door for approval. The door must be painted to match the existing color scheme of the building on which they are to be installed. Please contact the Property Manager for paint colors.

APPENDIX A

MWCA REMODELING GUIDELINES & APPLICATION

The remodeling requirements of the Association are outlined in the Declaration of the Condominium, the Bylaws, and the MWCA Information Manual. The Condominium documents charge the Board with the responsibility of protecting the rights of other Owners, insuring that the remodeling will neither damage the building structure or its infrastructure, nor create hazards.

Following the guidelines below will ensure that your remodeling project proceeds without delays or other problems. Owners planning significant remodeling projects are advised to discuss their project with a Board member early in their planning.

Renovations requiring prior Association approval: In general, any action affecting the building structure (all walls, ceilings) or systems (heating/air conditioning, electrical, plumbing) including, but not limited to: change in location of any door, wall or window; installation of new major appliances (washer, dryer, dishwasher); replacement of doors and windows; replacement of rear stairs (first floor units); replacement of kitchen cabinets (when doing so requires moving electrical wiring or plumbing or cutting into walls); ceiling work (installing tiles or hanging ceilings); rewiring; and changing location of plumbing fixtures (sinks, toilet bowls, faucets).

Renovations requiring only notification of the Association (through the Property Manager): refinishing of floors; installation of new carpet or other type of floor covering.

Renovations which do not require notification or approval: cosmetic changes to the interior of the unit, such as inside painting; installation of bookshelves; replacement of light fixtures; bathroom tile replacement; simple replacement (where building water shutoff isn't necessary) of existing plumbing fixtures (sinks, toilet bowls, faucets) when done by a licensed plumber.

A few remodeling basics: All work must be done during business hours and not on Sundays or federal holidays; Owners are responsible for any damage to other units or to the Association caused by work in their units; building permits must be secured for all applicable work; work must conform to the building codes of the District of Columbia; work must be performed by contractors or other qualified workers who are licensed to work in the District and who carry sufficient public liability insurance.

Individual unit water shutoff valves must be added when renovation involves plumbing. D.H. Stevens Plumbing (202-882-4500) must either oversee your plumbing contractor or be the plumbing company of record.

Remodeling plans that include modification of Common Elements or Limited-Common Elements or that will change the exterior appearance of the buildings must follow the procedures and requirements outlined in the Declaration and the Bylaws of Montrose Walk Condominium.

If the work could result in future cost to the Association, the owner must indemnify the Association. A copy of the Indemnification Agreement is given in Appendix B.

Load bearing walls may not be altered. The exterior walls facing R Street may not be changed in any way. Modifications of the exterior walls in the lightwells/airshafts and the rear walls are very restricted and must be approved by the Association or, in some cases, the Board. See the Declaration and the Bylaws of Montrose Walk Condominium.

No openings will be permitted in any exterior wall, except for small holes for ventilation ducts from the bath or kitchen. Any such openings must be designed by a qualified engineer and approved by an engineer engaged by the Association at the owner's expense. (The exterior walls of MWCA are very fragile.) Dryers may not be vented into Common Elements or Areas (airshafts or any exterior walls), and all vented dryers must be replaced with ventless dryers by December 31, 2020.

Windows and Doors Replacement

Owners are responsible for the replacement of all windows and window frames pertaining to their unit. The front entry doors (except the exterior hallway doors) and the rear doors on all three levels (and four levels, in the case of certain units which are occupied at the lowest level) are also the Owner's responsibility. The Association is responsible for painting the entrance door of the hallway to the second and third floor units. First floor unit doors will be painted as needed, and the cost will be charged to the Owner.

Owners are encouraged to replace windows and rear doors, which have only a single layer of glass, with ones that have two or more layers of glass (thermal windows). Such windows and doors conserve energy in both the heating and cooling seasons; make both front and rear areas of units more comfortable; and reduce the noise from exterior sources.

- All window and door replacement projects must be approved by the Board of Directors to ensure that they meet the required standards for MWCA.
- Owners of 2nd and 3rd floor units may paint their doors any color as long as both Owners agree on the color.
- Replacement windows, frames, doors, and doorframes must be of material that can be painted.
- All replacement windows and frames along R Street must be identical to the existing when viewed from the street. The doors along R Street are currently not identical but will be in the near future.
- Replacement windows in the lightwell/airshaft and the rear may be one or two panes (existing 4 pane windows are generally not available). The glass in the rear replacement doors may be a single pane or of a design like the existing doors.

MWCA REMODELING APPLICATION

I APPLICANT INFORMATION

All Owners' Names: _____

All Owners' Addresses: _____

Name of Resident(s) (if other than Owner):

Unit Number _____

Owner's Phone (H): _____ O): _____

Resident's Phone (H): _____ O): _____

II RELOCATION/REMOVAL OF NON-LOAD-BEARING WALL

If you wish to relocate or remove a non-load-bearing wall, please provide the following information:

- A. Diagram of all existing walls.
- B. Diagram showing walls to be relocated or removed.
- C. Identification of person(s) or firm qualified to perform construction relative to such relocation or removal.
- D. Time schedule for construction and/or demolition of non-bearing wall(s).

III. OTHER CHANGES

Description of changes desired - please be as complete as possible; give full details (or attach exhibits) of purpose and/or reason for the change, and describe color, style, materials, and location. Please include plans and specifications or a detailed drawing, photograph, or written description. (Attach separate sheet(s) if necessary.) Insufficient information may result in delay or refusal to approve.

IV. AGREEMENT GUIDELINES

Your signature on this application constitutes your acknowledgment and agreement to the following:

2. Applicant must obtain all necessary construction permits.
3. Applicant assumes responsibility for all costs related to the relocation or removal of walls.
4. Construction and/or demolition of non-load-bearing wall may not commence until applicant has met the requirements stated in this application and all conditions of approval imposed by the Association.
5. Once begun, construction and/or demolition must be completed within sixty (60) days for minor renovations and must be done in a way that does not unreasonably disturb or interfere with other residents.
6. Applicant has responsibility for removal of any debris resulting from the renovation.
7. All construction must meet all applicable building codes.
8. Certificates of insurance in amounts acceptable to the Association must be filed with the Association by all contractors, mechanics, or Owners as applicable.
9. Alterations made in accordance with this application shall not violate any of the Condominium Documents or any Building or Zoning Codes to which the unit is subject. The Association's approval of this application shall not be construed as a waiver or modification of any restriction.
10. No work shall commence until the Board or its designated agent or committee granted approval in writing.
11. Owner will supply the Association with satisfactory proof of workers' compensation insurance and building permits prior to commencement of work.
12. Applicant represents and warrants that utility services to other apartment units and to the common elements will not be affected by the proposed construction. Water and electricity cutoffs should be kept to a minimum and residents must be alerted at least 24 hours in advance, when possible.
13. Actual work in the unit will be confined to weekdays between 8:30 AM and 6:00 PM, and 9:00 AM and 5:00 PM on Saturdays.
14. The Association shall be apprised of the date construction will begin, amended timetables, and completion dates. **Prolonged construction is a nuisance to neighbors, so please always keep the Property Manager informed.**
15. The Board, the Property Manager or their designated agents shall have the right to inspect the construction at all reasonable times and to make a final inspection to insure the integrity of the common elements.
16. Exterior changes to the apartment unit are prohibited.
17. (If electrical work is to be performed) Prior to the commencement of work, applicant will secure from the electrical contractor or sub-contractor a written statement guaranteeing that wiring changes will not increase the load on the electrical system of the building.

18. (If plumbing work is to be performed) Prior to commencement of the work, applicant will obtain from the plumbing contractor or sub-contractor written certification that any plumbing changes will not affect any other unit or the common elements. Individual unit water shutoff valves must be added when renovation involves plumbing. D.H. Stevens Plumbing (202-882-4500) must either oversee your plumbing contractor or be the plumbing company of record.
19. Load bearing walls may not be altered.

PROCEDURES

1. This application usually takes no longer than 30 days for complete review.
2. A copy of this application will be returned to you after review by the Board or its designated agent or committee,
3. Applicant, being all the owners of the apartment unit, has read and agrees to the provisions contained herein and warrant that the representations made herein and in connection herewith are accurate,

Owners' Signatures _____

_____ Date _____

For Association Use Only

Application Number: _____ Received: _____

Decision:

Approved: _____ Date _____

Stipulations and conditions:

_____ Covenant to Repair and Maintain required to be executed and recorded at Applicant's expense,

Disapproved: _____ Date _____

Reason for disapproval:

APPENDIX B
MWCA COVENANT TO REPAIR & MAINTAIN

This Covenant is made by and between _____ and _____ (Grantor), being all the owners of Unit No. _____ at Montrose Walk Condominium, an unincorporated Condominium Association with its principal place of business in Washington, District of Columbia, (Grantee).

WHEREAS, Grantor is the owner of Unit No. _____ at Montrose Walk Condominium (the Unit) with a street address of _____ as more particularly described in Exhibit "A," attached hereto and incorporated herein (the Property).

WHEREAS, Grantee is responsible for the management, maintenance and repair of portions of the Condominium, as set forth in the Condominium Instruments relating to the project.

WHEREAS, Grantor has requested the Grantee to approve certain modifications, renovations, or alterations to the Unit, and WHEREAS, said modifications, renovations or alterations may affect the plumbing, electrical wiring, buildings or other portions of the Condominium and Property, and

WHEREAS, Grantee has agreed to approve the proposed modifications, renovations, or alterations on the condition that Grantor, his/her/their successors and assigns assume responsibility for any loss, liability, repairs or damages that might arise because of the approved work.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor covenants, represents, warrants, and agrees that in the event (1) any loss or liability arises, or (2) any repairs are required, or (3) any damage occurs to any portion of the property subject to the Condominium regime, including the common elements or any other unit at the Condominium, or to personally located thereupon, as a result of the modification, renovation or alteration to the Unit, then any and all liability, cost or expense thereof shall be borne exclusively by the Grantor, his/her/their successors and assigns. This Covenant shall run with the ownership of the Unit and shall be enforceable by the Grantee against all subsequent owners of said Unit.

The modifications, renovations or alterations to which this Covenant to Repair and Maintain apply are set forth in a certain Application for Authorization and Approval to Renovate

Unit _____, dated _____, number _____, on file in the offices of the Grantee.

Witness our hands and seals this ____ day of _____, 20____

Witness:

_____) ss:

I, _____, a Notary Public in and for the said _____

do hereby certify that _____

who _____ personally well-known to me as the person(s) who executed the foregoing and annexed instrument bearing the date on the ____ day of _____, 20____, personally appeared before me in said

_____ and acknowledged the same to be _____ act and deed.

Given under my hand and seal this _____ day of _____, 20____

Notary Public

My Commission Expires:

APPENDIX C

MWCA PET APPLICATION

Address where the pet will live: _____

Name of Applicant: _____

Telephone: (home) _____ (office) _____

Name of Unit Owner (or Rental Agent): _____

Address of Unit Owner: _____

Telephone: _____ Email: _____

Type of Pet: _____ Breed: _____

Name: _____ Approximate weight when mature: _____

Terms and Conditions

The Board has the responsibility and ultimate authority to regulate pets, through applications, consideration of complaints, fines, and banishment for cause.

- Pet owners must assume full responsibility for personal injuries or property damage caused by the pet.
- Each pet owner agrees to indemnify MWCA and the Property Manager and hold them blameless against any loss, claim, or liability of any kind or character whatsoever, arising from the privilege of keeping a pet in the Condominium.
- Any disturbance to the other Owners and Residents of MWCA by a pet will result in a notification to the owner to correct the nuisance which, if not corrected, will result in the animal's banishment.
- Pet owners must control their pets while they are in Common Areas.
- Pets are not allowed in the Laundry Room.
- Repeated fouling of the Common Areas by a pet is a nuisance to the entire neighborhood. Since urine kills plants, dogs should be kept out of the front gardens and tree boxes.

Agreement

I agree to keep the above-named pet in accordance with the Terms and Conditions of the Bylaws and the Information Manual established by the MWCA Board of Directors. I understand that the Board has the responsibility and ultimate authority to regulate pets, through applications, consideration of complaints, fines, and banishment for cause.

Applicant: _____ Date: _____

I accept the Terms and Conditions specified by the Information Manual established by the Board of Directors and endorse the Applicant's request to keep a pet at Unit Number _____ of Montrose Walk Condominium.

Unit Owner or Rental Agent: _____ Date: _____

Approved by:

_____ for Montrose Walk Condominium Board of Directors
Board Member

Signature of Board Member: _____ Date: _____

APPENDIX D
MWCA OWNER & TENANT INFORMATION FORM

Name: _____ Date: _____ Unit: _____

You are: a) a resident owner _____ b) a non-resident owner _____ c) a tenant or other
occupant _____

If you are a resident owner, tenant, or other occupant, please provide the following information:

Names of all individuals living in the unit:

(1) _____

(2) _____

Telephone numbers and email addresses

(1) Work _____ Home _____ Email _____

(2) Work _____ Home _____ Email _____

Make, model, year, color, and license plate of all automobiles driven by anyone living in the unit:

(1) _____

(2) _____

If you are a non-resident owner, please provide the following information:

Address: _____

Phone (W) _____ (H) _____ Email _____

Names of occupants in your unit, or the name and address of Management Company:

Name, address and telephone numbers of a person who should be contacted, if you cannot be
reached in an emergency:

APPENDIX E

MWCA ADDENDUM TO LEASE

All occupants must comply with all the MWCA rules and regulations. These rules are available in the MWCA Information Manual, which must be provided to all Residents, including tenants and all other occupants, by the Owner. It is the occupant's responsibility to schedule move-ins or move-outs with the Property Manager.

Scheduling a move-in is done as follows:

- Present a lease for a period of no fewer than 12 months (sub-leases, short-term leases, and Airbnb or like rentals are not allowed at MWCA), Appendix D, and Appendix E in person or by mail to the office of the Property Manager at least five days prior to the date you wish to move. No moving date will be scheduled prior to the receipt of the lease, appropriate fees, and the home and work telephone numbers of the tenant or other occupant.
- Present a move-in fee of \$250. Unscheduled move-ins or failure to complete all the above prior to a move, will cause the unit to be assessed an additional fee of \$100.
- Move in only Monday-Saturday, 9:00 AM to 8:00 PM (no Sunday or holiday moves).

Scheduling a move-out is done as follows:

- Notify the Property Manager at least five days prior to the date that you wish to move.
- Unscheduled move-outs will cause the unit to be assessed a fee of \$200, which may be deducted from the security deposit.
- Move out only Monday-Saturday, 9:00 AM to 8:00 PM (no Sunday or holiday moves).

The Resident or Owner must provide the Property Manager with copies of current keys and security codes (if applicable) for all unit entry doors.

Residents and Owners agree that if the Owner becomes delinquent in condominium fees and assessments to the MWCA, the Association shall be subrogated to the rights of said Owners under his/her lease and Resident shall pay all rent to MWCA until such delinquency is paid. The Property Manager will notify, in writing, both the Owner and the Resident in such instances and need take no further actions to obtain payments directly from the Resident. During such periods, payments of rent to MWCA shall be deemed payment in full and Owner shall have no recourse against the Resident for any other payment of rent.

Any failure by the Resident to comply with the terms of the MWCA Information Manual shall constitute a default under the lease.

The MWCA Board of Directors shall have the power to terminate the lease and/or bring summary proceedings to evict the Resident in the name of the Owner in the event of a default by the Resident in performance of the lease, or violation of the MWCA Information Manual.

We, the undersigned have read the above addendum and agree to abide by its terms and all other MWCA rules, regulations, policies, and procedures found in the MWCA Information Manual.

Unit _____

Owner/Landlord: _____ Date: _____

Resident/Tenant: _____ Date: _____

Resident/Tenant: _____ Date: _____

Resident/Tenant: _____ Date: _____

APPENDIX G

CONDOMINIUM & OWNER

MAINTENANCE/REPAIR/REPLACEMENT RESPONSIBILITIES

There follows a list of various items and systems at Montrose Walk which identifies whether the Montrose Walk Condominium Association (hereafter “Condo”) or individual Owners are responsible for repair/maintenance/replacement of a given item. The list is based on the provisions of the Declaration of Condominium and the Bylaws governing the Association. It is not intended to be exhaustive.

Front Façade of Condominium

Gardens, walkways not part of the city sidewalk, front steps/railings, and light fixtures attached to the façade.	Condo
---	-------

Front (street) doors of hallways, including standard metal fittings, address numerals, peephole)	Condo
--	-------

Front doors and storm doors of first floor units and duplexes, to include standard metal fittings (mail slot, knocker, address numerals, peephole) (Any changes/replacements must be reviewed/approved in advance by the Board to ensure front façade consistency.) Condo may arrange for painting of these front doors to keep colors uniform but will charge Owner for the work.	Owner
--	-------

Outside doorbells for 2nd and 3rd floor units	Condo
---	-------

Outside doorbells adjacent the upper floor entrance of each duplex (3016½ and 3018½)	Condo
--	-------

Doors and windows of hallways and laundry room	Condo
--	-------

Windows of individual units (including windows over the doors of first floor units). (Any changes/replacements must be reviewed/approved in advance by the Board to ensure front facade consistency.)	Owner
---	-------

Hallways

Except as noted below, all elements, including mailboxes as well as electrical fuse boxes and their elements which serve individual units	Condo
---	-------

Hallway doors to 2nd and 3rd floor units (Any changes/ replacements must be reviewed/approved in advance by the Board to ensure reasonable design consistency in public hallways.)	Owner
--	-------

Laundry Room

All elements except for the front door of 3040B, which is an Owner responsibility. (Note: Washer/dryer maintenance is up to the vendor under contract to the Condo)	Condo
---	-------

Light Wells

All Common Elements, including brick sills of windows.	Condo
--	-------

1st floor-level glass ceiling and light well stairs connecting 1st floor and basement levels of 3008½	Owner
---	-------

All apartment windows; and all doors or entrances in light wells which access units (e.g. 3016½ and 3018½).	Owner
---	-------

Rear of Condominium

Apartment rear doors. (Any changes/replacement must be approved in advance by the Board to ensure reasonable design consistency.)	Owner
---	-------

Security railings across 2nd/3rd floor back doors	Condo
---	-------

Doors to basement storerooms	Condo
------------------------------	-------

Windows of units. (Any changes/replacement must be approved in advance by the Board to ensure reasonable design consistency.)	Owner
---	-------

All exterior window sills (unless integral to window frames) and all stone thresholds of doorways	Condo
---	-------

3040B screened porch added on to rear façade	Owner
--	-------

3040½ balcony atop the screen porch.	Owner
--------------------------------------	-------

Fences

LCE fences, i.e. those perpendicular to the façade which separate the yards of 3010½/3012½; 3012½/3014½; 3014½/3016½; 3016½/3018½; 3018½/3020½; 3020½/3022½; 3022½/3024½; 3042½/3044½. (Note: This includes the gate between 3016½ and 3018½, but not the side gate of 3018½ which gives on to a Common Element alley and is an Owner responsibility) Most of these fences are wooden slats. Condo

Those portions of the fences separating 3038½ and 3042½ from the truncated (1/3 normal length) Condo

3040B back yard located behind the Condo trash barrel facility. The walls in question are tall brick masonry. Condo

All other fences (including gates) bounding back yards, to include all portions of back yards, to include all portions of back fences (i.e. both masonry bases and wooden superstructure, yards, to include all portions of back fences if any) down to the level of the public rear alley Owner

Back Yards

Metal stairways connecting 1st floor units to back yards. (Note: any changes or structural work must be approved in advance by the Board to ensure design and rear façade structural integrity.) Owner

Light fixtures within backyards, including those affixed to the rear façade Owner

All landscaping elements in back yards, to include care and pruning of trees and other vegetation which originates from a back yard, irrespective of where the vegetation spreads. (Owners in the first instance should resolve among themselves issues arising when trees or other vegetation lap over from one yard to another or grow tall enough to impinge on 2nd or 3rd floor windows. The Board, as a last resort, can act as referee and/or require appropriate pruning at the owner's expense in such instances or to avoid adverse impact on the rear façade, roof, fencing, or basement storeroom floors and underground plumbing) Owner

Telephone wiring/circuit boards (including those pertaining to individual units) Condo