

DECLARATION OF CONDOMINIUM

This DECLARATION OF CONDOMINIUM, made this \_\_\_\_\_ day of \_\_\_\_\_, 1965, by CARROLLS-BURG SQUARE TWO CORPORATION (hereinafter referred to as the "Developer"), a corporation organized and existing under the laws of the District of Columbia, and having an office and place of business at 1120 Connecticut Avenue, N.W., Washing-ton, D.C.

WHEREAS, the Developer is the record owner in fee simple of the land situated in the District of Columbia and more particularly described as follows:

Lots Nos. 303, 304, 305, 306, 307, 310, 311, 312, 313, 314, 315 and 316 in Square 546 in the subdivision made by the District of Columbia Redevelopment Land Agency, as per plat recorded in Book 144Page 73 of the records of the Office of the Surveyor for the District of Columbia;

and

WHEREAS, the Developer intends to improve certain real property and to construct thereon 102 individual town house residences, together with the appurtenances and facilities hereinafter described; and

WHEREAS, the Developer by this Declaration intends to subdivide the said real property and improvements to be erected thereon into 102 separate parcels and units, which together with certain appurtenances, and common areas and facilities, shall nevertheless be subject to the benefits and to the burdens of a Condominium in accordance with the provisions of the "Horizontal Property Act of the District of Columbia," as amended (hereinafter referred to as the "Horizontal Property Act"), and in accordance with the provisions of this Declaration hereinafter contained.

NOW, THEREFORE, the Developer does hereby make the following Declaration of Condominium as to the divisions, covenants, restrictions, limitations, conditions and uses to which the aforesaid land and improvements thereon may

be put, and does hereby further establish the following  
general plan

for the protection and benefit of all said property, land and improvements; and does hereby fix the following protective conditions and restrictions upon and subject to which all of the said property, land and improvements and each subdivided parcel and unit thereof shall hereafter be held, used, leased, sold or conveyed, disposed of or transferred; each and all of which said conditions and restrictions shall enure to the benefit of, shall be binding upon and pass with said property, land and improvements and each and every parcel and unit thereof, and shall enure to the benefit of, apply to and bind the Developer, its successors and assigns and the owners and holders of each Condominium Unit hereafter created, their heirs, successors and assigns.

#### I. DEFINITIONS

In addition to any other definition elsewhere contained herein, as the same are used herein or elsewhere in any of the Condominium Documents, unless therein otherwise provided, or unless the context required otherwise, the following terms shall be defined as hereinafter provided:

A. Common Elements; means all of that part of the property which is not within the specific boundaries of the individual Condominium Units as the same are shown on the Plat annexed hereto, but which are nevertheless part of the Horizontal Property Regime and used in common by the Co-Owners; including in the foregoing but not necessarily limited to sidewalks; driveways; common paved areas; common courtyards; common planting areas; underground sanitary and storm sewers and systems and the parts and appurtenances thereof; underground gas, water, electric, telephone and television lines, pipes, conduits, wires and appurtenances; underground drainage systems and catch basins; site lighting; masonry meter enclosures; roof drainage pipes, gutters and leaders; yard hydrant water system and appurtenances.

B. Common Expenses: means and includes:

1. all sums lawfully assessed against the Co-Owners by the Council of Co-Owners.

2. expenses of administration, maintenance, repair or replacement of the Common Elements and facilities and in proper cases the Limited Common Elements and facilities, including contributions to such repair and replacement funds as may be established from time to time by the Council of Co-Owners.

3. other expenses agreed upon as common expenses by the Council of Co-Owners.

4. all expenses declared to be coupon expenses by the provisions of the Horizontal Property Act, this Declaration, or by the By-Laws.

C. Common Profits: means the balance of all income rents, profits and revenues from the common areas and facilities remaining after deduction of the Common Expenses.

D. Condominium Documents: means this Declaration and the exhibits annexed hereto as the same from time to time may be amended. Said exhibits are as follows:

EXHIBIT A - The Plat of Condominium  
Subdivision

EXHIBIT B - Deed

EXHIBIT C - By-Laws

EXHIBIT D - Rules and Regulations

E. Condominium Unit: means that part of the property which is separately described and delineated on the annexed Plat and identified with the word "unit" followed by a number and letter.

F. Contribution: means that sum required to be contributed for the payment of the Common Expenses by each Co-Owner.

G. Co-Owner: means a person, persons, corporation, trust or other legal entity or any combination thereof that owns or holds a separate title in fee simple in and to a Condominium Unit.

H. Council of Co-Owners: means the Co-Owners acting as a group in accordance with the provisions of the Horizontal Property Act, the By-Laws and this Declaration.

I. Developer: means Carrollsburg Square Two Corporation.

J. Horizontal Property Regime: means the total of all of the Condominium Units, and all other Common Elements and Limited Common Elements in which the Co-Owners have a common interest located and situate on the property as shown on the annexed Plat.

K. Individual Percentage Interest: means the percentage attributed to each Condominium Unit representing the proportionate value of the unit to the value of the property, all as indicated on the annexed Plat alongside each Condominium Unit designation and as is further set forth hereinafter in this Declaration.

L. Limited Common Elements: means and includes those Common Elements which are agreed upon by all the Co-Owners to be reserved for use of a certain number of Condominium Units or which are declared to be Limited Common Elements by this Declaration.

M. Mortgage, Mortgagor and Mortgagee: means and includes deed of trust and promissory note secured thereby, a borrower, the lender and the trustee under the deed of trust, as if those terms were expressly used. All rights, exemptions, liens and priorities provided or secured to the mortgagee and transferee of a mortgagee by this instrument, the By-Laws of the

Condominium, or otherwise, shall equally apply to  
or constitute a right, exemption, lien or priority  
of the

trustee under a deed of trust or the holder of the promissory note secured thereby and their transferees, including purchasers at any foreclosure sale made by the trustee under the deed of trust.

N. Plat: means the Plat of Condominium Subdivision which is the Plat of the Surveyor of the District of Columbia establishing the Condominium Units, accessory units and General Common Elements.

O. Property: means and includes the land in fee simple hereinbefore described, the buildings and all improvements, facilities and structures erected or to be erected thereon and all easements, rights and appurtenance: belonging thereto.

P. Town House: means that residence structure which is erected upon the land and forms part of each Condominium Unit, all as shown on the Plat.

## II. CONDOMINIUM UNIT

### A. Creation of Condominium Units

The Developer, in order to create and establish this plan of Condominium in accordance with the said Horizontal Property Act, has filed a subdivision of the property into 102 separate units, each of which is more particularly bounded and described on the Plat of Condominium Subdivision made by the Surveyor of the District of Columbia and recorded among the records of the Office of said Surveyor in Book I, at Page 6, a copy of which is annexed hereto and made a part hereof, and marked "EXHIBIT A", together with the common areas shown on said Plat and labeled as such, together with the appurtenances thereto and the designation of the individual percentage interest of each such unit as indicated thereon. Each such separate unit together with the Town House erected or to be erected thereon and the appurtenances thereto, shall for all purposes constitute a separate individual Condominium Unit to be held in

fee simple and held, occupied and which may be conveyed, transferred and encumbered, inherited or



devised in the same manner as any other parcel of real property independently of the other individual Condominium Units subject, however, to the terms of this Declaration, the Horizontal Property Act, and the Deed, which shall be entered into between the Developer and each Co-Owner, a copy of which Deed is annexed hereto, made a part hereof, and marked "EXHIBIT B", and further to the provisions of the By-Laws and Rules and Regulations governing the administration of the Horizontal Property Regime, a copy of which By-Laws and Rules and Regulations are annexed hereto, and made a part hereof and marked "EXHIBIT C" and "EXHIBIT D", respectively. To effectuate the foregoing, the Developer hereby declares on behalf of itself, its successors, grantees and assigns to any and all persons having acquired or seeking to have or acquire any interest of any nature whatsoever in and to any part of the property as follows:

The property from, on and after the date of recording of this Declaration among the land records of the District of Columbia, shall be and continue subject to each and every one of the terms hereof until this Declaration is terminated or abandoned in accordance with the provisions of the Horizontal Property Act.

#### B. Boundaries

Each separate Condominium Unit shall be bounded as shown on the annexed Plat, subject to the encroachments now existing or hereafter created by construction, settlement, movement of buildings, permissible repairs, reconstruction or alterations. Where indicated on such Plat, walls between Town Houses are hereby declared to be party walls and the boundary between them

shall be the plane formed by the center line of  
said wall.

### C. Easements

Each Condominium Unit shall be held subject to the benefits and burdens of all easements of record now existing, or easements which may hereafter be created by or in favor of any public utility company, and easements of ingress and egress over the Common Elements in favor of the owner or lessee of the residential project or development immediately contiguous to and adjoining the Horizontal Property Regime.

In addition to the foregoing Easements, each Co-Owner shall hold his respective Condominium Unit subject to and the same shall pass as an inseparable appurtenance with each Condominium Unit the following easements:

1. Ingress and Egress. Easements through the Common Elements for ingress and egress for all persons making use of such Common Elements in accordance with the terms of the Condominium Documents.

2. Maintenance, Repair and Replacement. Easements through the Condominium Units and Common Elements for maintenance, repair and replacement of the Condominium Units, Common Elements, and Limited Common Elements, or when repairs reasonably appear to be necessary for public safety or to prevent damage to property other than the unit. Use of these easements, however, for access to the Condominium Units shall be limited to reasonable hours, except that access may be had at any time in case of emergency.

3. Structural Support. Every portion of a Condominium Unit which contributes to the structural support of the Horizontal Property Regime shall be burdened with an easement of structural support for the benefit of the Common Elements and other Condominium Units.

4. Utilities. Easements through the Condominium Units and Common Elements for all facilities for the furnishing of utility services within the Horizontal Property Regime, which facilities shall

include but not be limited to conduits, ducts, plumbing and wiring; provided, however, that the easements for such facilities through a Condominium Unit shall be only substantially in accordance with the Plans and Specifications of the Horizontal Property Regime.

D. Appurtenances, Common Elements and Exclusive Interest

1. There shall pass to and with each Condominium Unit as an inseparable appurtenance thereof, an undivided Common Interest in and to the Common Elements to be shared in common with all the Co-Owners in proportion to the respective Individual Percentage Interest of each Condominium Unit.

2. Within the confines of the boundaries of each Condominium Unit as shown on the Plat, there shall be no common interest in the structures and all of the parts there-of, and the interest in and to the same shall be limited solely and exclusively to the respective Co-Owners of such Condominium Unit and no other Condominium Unit Owner shall have an interest therein.

3. The party walls and the garden walls between two Condominium Units are hereby declared to be Limited Common Elements and only the Co-Owners of the abutting Condominium Units shall have a common and equal interest in the same. The air conditioning screens located on the roofs are declared to be Limited Common Elements for the benefit of each of the Condominium Units on which a portion thereof is erected. The patio and garden area abutting the rear of each Condominium Unit (and such patio and garden area in the front thereof where the same exists) which are enclosed with patio or garden walls or fencing, are declared to be Limited Common Elements for the sole and exclusive benefit of the Condominium Unit which it abuts.

4. Notwithstanding that each Co-Owner shall have an individual percentage interest in the Common Elements, the use of such Common Elements shall nevertheless be subject to the mutual rights of ingress, egress and regress and other rights of use and enjoyment of the other Co-Owners, together with a right of entry thereon hereby granted to officers, agents, employees of the Government of the United States and the Government of the District of Columbia acting in the performance of their official duties. No person shall use the Common Elements or any part thereof in any manner contrary to or not in accordance with the rules

regulations pertaining thereto as from time to time may be promulgated by the Council of Co-Owners. Without in any manner intending to limit the generality of the foregoing, the Council of Co-Owners shall have the right but not the obligation, to promulgate rules and regulations limiting the use of the Common Elements to the members of the Council of Co-Owners and their respective families, guests, invitees and servants.

5. Subject to the rules and regulations from time to time pertaining thereto, all Co-Owners may use the Common Elements in accordance with the purposes for which they are in-tended without hindering or encroaching upon the lawful rights of other Co-Owners or restricting, interfering with or impeding the use thereof by other Co-Owners.

6. The Council of Co-Owners shall be responsible for the maintenance, repair, management and operation of the Common Elements. Expenses incurred or to be incurred for the maintenance, repairing, management and operation of the Common Elements shall be collected from the Co-Owners as assessed in accordance with the provisions therefor elsewhere contained herein.

7. The Council of Co-Owners shall not have the right to make or cause to be made such alterations and improvements to the Common Elements or to the Limited Common Elements, which prejudice the right of any Co-Owner unless his written consent has been first obtained. The cost of the same shall be assessed as Common Expenses unless in the judgement of not less than 66-2/3% of the Council of Co-Owners the same are exclusively or substantially exclusively for the benefit only of such Co-Owners as may request the same, in which case the cost thereof shall be assessed against the requesting Co-Owners in such proportions as they approve jointly, and failing such approval, in such proportions as may be determined by the Council of Co-Owners.

#### E. Covenant Against Partition

In order to effectuate the intent hereof and to pre-serve the Horizontal Property Regime no Co-Owner or any other person irrespective of the nature of his interest in the property shall bring any action or proceeding for a partition or division of the said property, the Horizontal Property Regime or any part thereof against any other owner or owners of any interest or interests in the Horizontal Property Regime so as to terminate the Horizontal Property Regime until

termination of this Declaration of Condominium in accordance with the provisions of the Horizontal Property Act. Nothing contained herein shall be construed as a limitation on partition by the owners of one or more Condominium Unit as to the individual ownership of such Unit or Units without terminating the Horizontal Property Regime or as to the ownership of property outside the Horizontal Property Regime provided that upon partition of any such individual Condominium Unit the same shall be sold as an entity and shall not be partitioned in kind.

#### F. Parking

1. Parking in the Condominium is governed by the Accessory Parking Covenant, recorded as Instrument No. 8998 on March 17, 1964 in Liber 12173, Folio 1 et seq. of the Land Records of the District of Columbia. This Covenant entitles each of the 102 Units in the Condominium to a parking space, such space entitled to be used only by the occupiers, invitees and guests of the Unit; of the 102 spaces, 61 are on Condominium property and 41 are specifically assigned by Unit and provided without charge in the underground parking garage on the adjoining property owned by Carrollsburg, A Condominium.\*

2. Consistent with the provisions of the Accessory Parking Covenant and the aforementioned Court Order, parking space allocations are as follows:

(a) Parking spaces for three (3) Units on Lot 305 (252, 260 and 262), all seven (7) Units on Lot 306 (200 - 212), all nine (9) Units on Lot 307 (218 - 236) and three (3) Units on Lot 316 (1255, 1257 and 1259) are provided on Lot 307. Parking on Lot 307 is provided along the 3<sup>rd</sup> Street extension.

(b) Parking spaces for all four (4) Units on Lot 310 (1267 - 1273) are provided on Lot 310. Parking spaces for all seven (7) Units on Lot 311 (1275 - 1287) are provided on Lot 311. Parking spaces for all six (6) Units on Lot 312 (1289 - 1299) are provided on Lot 312. Parking spaces for all six (6) Units on Lot 315 (1233 - 1243) are provided on Lot 315. Parking spaces for eight (8) Units on Lot 316 (1245 - 1253 and 1261 - 1265) are provided as follows:

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\*See *Lawnie H. Taylor, et al. v. Eureka Investment Corp. et al.*, Civil Action No. 10193-81, D.C. Superior Court,

Amended Order, April 1985 and Appeal No. 82-1694, D.C.  
Court of Appeals, Sept. 1984.

one (1) space on Lot 310, two (2) spaces on Lot 311, one (1) space on Lot 312 and four (4) spaces on Lot 315. Parking on Lots 310, 311, 312 and 315 is provided in the Delaware Ave. parking lot.

(c) Parking spaces for eight (8) Units on Lot 314 (375 - 379 and 389 - 397) are provided on Lot 314. Parking on Lot 314 is provided in the two "N" Street parking courts.

(d) Parking spaces for all nine (9) Units on Lot 303 (1220 - 1236), all twelve (12) Units on Lot 304 (320 - 342), five (5) Units on Lot 305 (250, 254 - 258 and 264), all eleven (11) Units on Lot 313 (301 - 321) and four (4) Units on Lot 314 (381 - 387) are provided in the under-ground garage on the adjoining property owned by Carrollsburg, A Condominium. Specific parking assignments in the underground garage are indicated on Page D-12A.

### III. PARTICIPATING SHARE OF THE RESPECTIVE CO-OWNERS

#### A. Fixation of Individual Percentage Interest

1. For the purpose of this Declaration and for the purposes set forth in the Horizontal Property Act, each individual Condominium Unit is hereby assigned the following individual percentage interest:

#### Individual Percentage Interest

#### Section I. Lots 303, 304, 305, 306 and 307, Square

Condominium Unit No.	Individual Percentage Interest
1	.908
2	.908
3	.908
4	.908
5	1.018
6	1.018
7	1.018
8	1.018
9	1.018



Condominium Unit No.	Individual Percentage Interest
10	.908
11	.908
12	.908
13	.908
14	.908
15	1.018
16	1.018
17	1.018
18	1.018
19	.908
20	.908
21	.908
22	.885
23	.885
24	.885
25	.885
26	1.041
27	1.041
28	1.041
29	1.041
30	1.041
31	1.041
32	1.041
33	1.041
34	.885
35	.885
36	.885
37	.908
38	.908
39	.908
40	.908
41	.908
42	1.107
43	1.107
44	1.107
45	1.107

Section II. Lots 310, 311, 312, 315 and 316, Square 546

<u>Condominium Unit No.</u>	<u>Individual Percentage Interest</u>
46	1.041
47	1.041
48	1.041
49	1.041
50	1.041
51	1.041
52	.908
53	.908
54	.908
55	.908
56	.908
57	.908
58	1.018
59	1.018
60	1.018
61	1.018
62	1.018
63	1.018
64	1.018
65	1.018
66	1.018
67	.908
68	.908
69	.908
70	.908
71	.908
72	.908
73	.908
74	1.018
75	1.018
76	1.018
77	1.018
78	1.018
79	1.018

Section III. Lots 313 and 314, Square

<u>Condominium Unit No.</u>	<u>Individual Percentage Interest</u>
80	.885
81	.885
82	.885
83	.885
84	1.041
85	1.041
86	1.041
87	.885
88	.885
89	.885
90	.885
91	1.107
92	1.107
93	1.107
94	1.018
95	1.018
96	1.018
97	1.018
98	1.107
99	1.107
100	1.107
101	1.107
102	1.107

2. This Individual Percentage Interest shall represent the pro rata share in and to the Common Elements. Said Individual Percentage Interest shall not be changed without the acquiescence of all the Co-Owners of all of the Condominium Units in the Horizontal Property Regime. Any such change must be evidenced by an appropriate Amendatory Declaration to such effect recorded among the land

records of the District of Columbia. No such Amendatory Declaration, however, changing the Individual Percentage Interest, shall affect the lien of any prior record mortgage or mortgages unless the written consent of the holder of such mortgage or mortgages is obtained and similarly recorded.

3. The Individual Percentage Interest of a Co-Owner is hereby declared to be appurtenant to the Condominium Unit Owned by him, and is inseparable from his Condominium Unit and the ownership thereof.

4. Nothing contained herein in the fixation of Individual Percentage Interest of any Condominium Unit and nothing contained elsewhere in any of the Condominium Documents shall be deemed or construed to fix or establish the market or circumstantial value of any Condominium Unit and the undivided share interest thereof in the Common Elements, nor shall the same be deemed or construed to bar, prevent or impair the right of the Developer or any Co-Owner or their successors and assigns from fixing any other or different market or circumstantial value of any Condominium Unit, together with its undivided share interest in the Common Elements in all types of acts and contracts.

B. Interest in Common Elements and Limited Common Elements

Each Co-Owner shall have an interest, together with the other Co-Owners in the Common Elements, equal to his respective Individual Percentage Interest. Each Co-Owner shall have an interest in the Limited Common Elements only pro rata in proportion to the number of Co-Owners reasonably directly benefiting from the same.

C. Voting

Voting at all meetings of the Council of Co-Owners shall be on a percentage basis and the percent-age of the vote to which each Co-Owner is entitled shall be the Individual Percentage Interest assigned to his unit herein.

D. Joint Ownership

Any Condominium Unit may be held by more than one person as joint tenants, as tenants in common, as tenants by the entirety (in the case of husband and wife), or in any other real property tenancy relationship recognized under the Laws of the District of Columbia. Where such Condominium Units are so held by more than one person, then all of the several owners of said Condominium Unit shall jointly vote the interest and share of the respective Condominium Unit.

E. Common Profits

The Common Profits, if any, shall be distributed among the Condominium Unit Owners in accordance with the individual percentage interest of each Co-Owner as set forth in the Declaration.

IV. ADMINISTRATION

A. Council of Co-Owners

All of the Co-Owners of the Condominium Units created by this Declaration shall constitute the "Council of Co-Owners". The administration of the Horizontal Property Regime created hereby shall be governed by the Council of Co-Owners acting in accordance with the provisions of the Horizontal Property Act, this Declaration and the By-Laws hereinafter provided for. A majority of the Council of Co-Owners shall constitute a quorum for the adoption of decisions. The Council of Co-Owners shall, under the provisions of the said Horizontal Property Act, be regarded as constituting an unincorporated business, for the purposes of the application of the District of Columbia Income and Franchise Tax Act of 1947, as amended. Said Council of Co-Owners may act through its Board of Directors, Officers and Managers, as more particularly set forth in the By-Laws, and when so acting shall have the sole and exclusive right and duty to administer, manage, operate, control, repair, replace or restore all parts and portions of the Horizontal Property Regime held by the Co-Owners as tenants in common, and each

Co-Owner is bound to contribute in accordance with

his Individual Percentage Interest toward the expenses of administration and of maintenance and repairs of the general Common Elements of the Horizontal Property Regime and to the Limited Common Elements in proportion to their respective interest therein, and toward any other expenses lawfully agreed upon by the Council of Co-Owners. No Co-Owner shall be exempt from contributing toward such common expenses by waiver of the use or enjoyment of the Common Elements or by the abandonment of the Condominium Unit belonging to him. Maintenance, repairs, management and operation of the Common Elements shall be the responsibility of the Council of Co-Owners, but nothing herein contained shall be construed to preclude the Council of Co-Owners from delegating to other persons, firms or corporations of its choice such duties as may be imposed upon the Council of Co-Owners by the Horizontal Property Act, this Declaration and the By-Laws. Expenses incurred or to be incurred for the maintenance, repair, management and operation of the Common Elements shall be collected from each Co-Owner in accordance with provisions contained elsewhere herein.

#### B. By-Laws

The administration of the Horizontal Property Regime shall be governed by the By-Laws adopted from time to time by the Council of Co-Owners and by this Declaration. The By-Laws shall be in the form attached hereto as "EXHIBIT C" until the same are amended in the manner therein provided, and said By-Laws, together with this Declaration and the exhibits attached hereto shall be available for examination by all of the Co-Owners, their duly authorized attorneys or agents at convenient hours on working days that shall be set and announced for general knowledge. No modification or amendment to the By-Laws shall be valid unless set forth in an amendment to this Declaration and such amendment is duly recorded. Each Co-Owner shall comply strictly with the By-Laws and with the Rules and Regulations adopted pursuant thereto as either of the same may be lawfully amended from time to time. If there are any conflicts or inconsistencies

between this Declaration and the By-Laws, then the terms and provisions of this Declaration shall prevail and each Co-Owner shall vote in favor of such amendment of the By-Laws as shall be necessary to remove such conflicts or inconsistencies. Failure of any Co-Owner to comply with this Declaration, the By-Laws and with the Rules and Regulations adopted pursuant to said By-Laws as any of the same may be lawfully amended from time to time, shall be ground for an action to recover sums due, for damages or injunctive relief, or both, or for any other relief specified in the By-Laws and the Horizontal Property Act, all or any of which shall be maintainable by the Council of Co-Owners, Board of Directors, or Managing Agent, as the case may be, or as specified in the By-Laws, or in a proper case by an aggrieved unit owner.

### C. Notices

Notices or demands for any purpose shall be given by the Council of Co-Owners to the Co-Owner of a Condominium Unit in the manner provided for the giving of notice by the By-Laws.

## V. MAINTENANCE AND REPAIR

### A. By the Council of Co-Owners

The Council of Co-Owners, at its expense, shall be responsible for the maintenance, repair and replacement of:

1. all of the Common Elements;
2. all exterior walls, patio or garden walls and all other walls (except party garden of patio walls between any two Condominium Units) and exterior surfaces, roof, party walls within the residence structure and all other portions of the Condominium Unit which contribute to the support of the building, excluding, however, interior wall, ceiling and floor surfaces;
3. the sanitary and storm sewer systems and appurtenances; all gas, water, electric, plumbing and telephone lines, facilities and systems, including all



parts thereof that are deemed Common Elements, and including all ducts, plumbing, wiring and other facilities for the furnishing of all utility services into two or more Condominium Units, but excluding therefrom all plumbing, heating and electrical appliances, fixtures, systems and parts thereof which are enjoyed by only a single Condominium Unit and are located solely within the boundary of an individual Condominium Unit; all catch basins; underground television master antenna systems; all lighting fixtures and units located outside the specific boundaries of any Condominium Unit; the roof and all roof drainage pipes, gutters and leaders, but excluding therefrom the air conditioning units on the roof of each Condominium Unit.

4. All incidental damage caused to any Condominium Unit by such work as may be done or caused to be done by the Council of Co-Owners in accordance therewith.

B. By the Condominium Co-Owner

1. Except for the portions of the Condominium Unit required to be maintained, repaired and replaced by the Council of Co-Owners each Co-Owner shall be responsible for the maintenance, repair and replacement, at the individual's expense, of the following: the interior surfaces of the walls, floors and ceilings; kitchen and bathroom fixtures and equipment; refrigerator, range and air conditioning unit, and those parts of the plumbing, lighting, heating and air conditioning systems which are wholly contained within his Condominium Unit and no other.

2. Each Co-Owner shall be responsible for the maintenance and repair of the patio or garden area which is enclosed by a patio or garden wall or fencing which abuts to the rear and where the same exists to the front of the Condominium Unit as well as the wall or fencing around the same.

3. Each Co-Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Co-Owners.

4. Each Co-Owner shall promptly report to the Council of Co-Owners or its Agent any defect or need for repairs, the responsibility for the remedying of which is with the Council of Co-Owners.

### C. Manner of Repair and Replacement

1. All repairs and replacements shall be substantially similar to the original construction and installation.

2. No Co-Owner shall make any alterations to any portion of the Horizontal Property Regime which are to be maintained by the Council of Co-Owners or remove any part or portion thereof; nor shall any Co-Owner make any additions thereto or do anything which would or might jeopardize the safety or soundness of the structure; nor shall any Co-Owner make any alteration to the water, gas, heating, electrical, plumbing or air conditioning systems of his Condominium Unit without first obtaining the written consent of the Council of Co-Owners; nor shall any Co-Owner impair any easement without first obtaining the written consent of the Council of Co-Owners and the consents of the other Co-Owners of the Condominium Unit for whose benefits such easements exist and their respective mortgagees; and if such easement benefits the owner or lessee of the residential project or development immediately contiguous to and adjoining the Horizontal Property Regime, the consent of such other owner or lessee shall also be first obtained, and in the event that the removal or the replacement of the same is consented to by all of the foregoing whose consent is required, then such subsequent replacement thereafter shall not be removed without obtaining the additional and further consent of the foregoing whose consents are required.

3. In order to preserve the architectural appearance of the Horizontal Property Regime as the same was originally designed and constructed, no Co-Owner shall change, modify or alter in any way or manner whatsoever the design and appearance of any of the exterior surfaces, facades and elevations from that of its original construction and design; nor shall any Co-Owner paint or decorate the surface of any exterior masonry or brick structure or member; nor change the color of any exterior surface of any exterior door, gate or fence, nor change the color of the metal air

conditioning enclosure on the roof of his Condominium Unit; nor change the design or color of the exterior post lights; nor shall any Co-Owner install, erect or attach to any part of the exterior of his Condominium Unit any sign of any kind whatsoever; nor shall any Co-Owner erect or construct any fence or exterior wall other than those constructed in the original construction in accordance with the original Plans and Specifications; all without first obtaining the consents of all of the Co-Owners and their respective mortgagees.

VI. CONTRIBUTION FOR COMMON EXPENSES  
AND INDIVIDUAL EXPENSES AND  
PRIORITY OF LIENS

A. Common Expenses

1. The Council of Co-Owners acting as provided for in the By-Laws shall each year fix and establish all contributions required to be made by the respective Co-Owners, and each Co-Owner is bound to contribute his respective Individual Percentage Interest thereof charged against his respective Condominium Unit as hereinbefore provided. Such contribution shall be determined, levied and assessed as a lien on the first date of each calendar or fiscal year as provided in the By-Laws and may become due and payable in such installments as the By-Laws may provide. Should any Co-Owner default in the payment of any single installment, then the balance of his contribution may be accelerated for payment as provided in the By-Laws, and the balance of all remaining installments declared due and payable.

2. No Co-Owner shall be exempt from contributing toward such Common Expenses by waiver of the use or enjoyment of the Common Elements both general and limited, or by the abandonment of the Condominium Unit belonging to him.

3. If the Horizontal Property Regime is managed by a Managing Agent under a separate management contract, as may be provided in the By-Laws, then the expenses in connection with the same shall constitute an item of Common Expense.

4. Common obligation under Common Service

Agreement signed by the Co-Owners shall be a common expense.

B. Priority of Liens

Such contribution to the common expenses fixed, levied and determined as aforesaid, shall become a lien against the respective Condominium Unit which shall have preference over any other assessments, liens, judgments or charges of whatsoever nature, except the lien of real estate taxes; other taxes arising out of or resulting from the ownership, use or operation of the common areas; special assessments, including, but not limited to, special assessments for sewer mains, water mains, curbs, gutters, side-walks, alleys, paving of streets, roads and avenues, removal or abatement of nuisances; special assessments levied in connection with condemnation proceedings instituted by the District of Columbia; water charges and sanitary sewer service charges levied on the Condominium Unit; judgments, liens, preferences, and priorities for any tax assessed against a Co-Owner by the United States or the District of Columbia or due from or payable by a Co-Owner to the United States or the District of Columbia; judgments, liens, preferences and priorities in favor of the District of Columbia for assessments or charges referred to in this sub-paragraph; the liens of any deeds of trust, mortgage instruments or encumbrances duly recorded against the Condominium Unit prior to the assessment of the said lien thereon or duly recorded against said Condominium Unit after receipt of a written statement from the Manager of Board of Directors reflecting that payments on said lien were current as of the date of recordation of said deed of trust, mortgage instrument or encumbrance.

C. Obligation of Purchaser for  
Payment of Liens

Upon a voluntary transfer, assignment or conveyance of a Condominium Unit all unpaid assessments against the grantor Co-Owner for his pro rata contribution of the Common Expenses shall first be paid out of the sales price or by the grantee in the order of preference set forth

above. Upon an involuntary sale

through foreclosure of a deed of trust, mortgage or encumbrance having a preference as set forth above, a purchaser thereunder shall not be liable for any installments of such lien as became due prior to his acquisition of title. In such latter case such arrears shall be deemed Common Expenses collectible from all Co-Owners, including such purchaser. Any purchaser or a lender under a deed of trust, mortgage or encumbrance or parties designated by them shall be entitled to a statement from the Manager or Board of Directors or of Administration, as the case may be, setting forth the amount of unpaid assessments against the seller or the borrower and the Condominium Unit conveyed or encumbered shall not be subject to a lien for any unpaid assessment in excess of the amount set forth therein.

D. Maintenance of Accounts

All sums collected by the Council of Co-Owners for Common Expenses may be commingled in a single fund but shall be held for the benefit of the Co-Owners in proportion to their respective Individual Percentage Interest in which they are paid and the same shall be credited to accounts from which shall be paid the expenses for which the respective assessments are made. The Council of Co-Owners or the Board of Directors shall establish such separate accounts as they may from time to time in their sole discretion determine.

E. Method of Collection of Common Expenses

The Council of Co-Owners at its option may enforce collection of delinquent contributions by a suit at law to recover the amount of the same or by foreclosure of the lien securing the unpaid contribution. In either event the Council of Co-Owners shall be entitled to recover in the same action, suit or proceeding the payments which are delinquent at the time of the judgment or decree, together with interest thereon as allowed by law, all costs incident to the collection and the action, suit and proceeding and including, without

limiting the same, to reasonable attorneys' fees.



## VII. TAXATION

### A. Separate Taxation

1. Each Condominium Unit created hereunder shall be carried on the records of the District of Columbia as a separate and distinct entity for purposes of taxation. All real estate taxes and other taxes arising out of or resulting from the ownership, use or operation of the common areas, special assessments, including but not limited to special assessment for sewer mains, water mains, curbs, gutters, side-walks, alleys, paving of streets, roads and avenues, removal or abatement of nuisances and special assessments levied in connection with condemnation proceedings instituted by the District of Columbia shall be assessed, levied and collected against each of said several separate and distinct Condominium Units in conformity with the Individual Percentage Interest charged against each such Condominium Unit and in accordance with the provisions of law in effect in the District of Columbia relating to assessments, levying and collection of real property taxes.

2. The title to an individual Condominium Unit shall not be divested or in anywise affected by the forfeiture or sale of any or all of the other Condominium Units for delinquent real estate taxes, other taxes arising out of or resulting from the ownership, use or operation of the common areas, special assessments, including, but not limited to, special assessments for sewer mains, water mains, curbs, gutters, sidewalks, alleys, paving of streets, roads and avenues, removal or abatement of nuisances; special assessments levied in connection with condemnation proceedings instituted by the District of Columbia, or water charges and sanitary sewer service charges; PROVIDED, that the real estate taxes, the duly levied share of such other taxes and of such special assessments, and the water and sanitary sewer service charges on or against said individual Condominium Unit are currently paid.

## VIII. INSURANCE

### A. Insuring, Property Against Risks

The Managing Agent or the Board of Directors, if required by the By-Laws, or by a majority of the Co-Owners, or at the request of a mortgagee having a first mortgage of record covering a unit, shall have the authority to, and shall, obtain insurance for the property against loss or damage by fire and such other hazards under such terms and for such amounts as shall be required or requested. Such insurance coverage shall be written on the property in the name of an Insurance Trustee, in the manner provided for in the By-Laws, for each of the unit owners in the percentages established in the Declaration. Premiums shall be Common Expenses. Provision for such insurance shall be without prejudice to the right of each unit owner to insure his own unit for his benefit.

### B. Application of Insurance Proceeds

In case of fire or other disaster the insurance indemnity shall, except as provided in the next succeeding paragraph of this article, be applied to reconstruct the damaged building. Reconstruction shall not be compulsory where destruction comprises the whole or more than two-thirds of the buildings and other improvements in the Horizontal Property Regime. In such cases, and unless otherwise unanimously agreed upon by the Co-Owners, the indemnity shall be delivered pro rata to the Co-Owners entitled to it in accordance with provisions made by the By-Laws or in accordance with a decision of three-fourths of the Co-Owners, if there be no By-Law provision, after first paying off, out of the respective shares of the unit owners, to the extent sufficient for the purpose, all liens on the unit of each Co-Owner. Should it be proper to proceed with the reconstruction, the provision for such eventuality made in the By-Laws shall be observed, or in lieu thereof, the decision of the Council of Co-Owners shall prevail, subject to all provisions of law and regulations of the District of Columbia then in effect.

### C. Sharing Cost Where Proceeds Are Inadequate

Where the loss to a building or other part of the Horizontal Property Regime is not insured, or where the insurance indemnity is insufficient to cover the cost of reconstruction, the cost of repair, rebuilding or reconstruction shall be paid by all the Co-Owners in the same proportion as their individual percentage interests, except as may otherwise be provided for in the By-Laws, and if any one or more of those composing the minority shall refuse to make such payment the majority may proceed with the reconstruction at the expense of all the Co-Owners, and the share of the resulting common expense may be assessed against all the Co-Owners, unless otherwise provided for in the By-Laws, and such assessment for this expense shall have the same priority of lien as is provided for in the lien for the common expenses, as set forth under ARTICLE VI, subparagraph B, of this Declaration.

### IX. TERMINATION AND WAIVER OF REGIME

This Horizontal Property Regime may be terminated only in the manner provided for in the Horizontal Property Act and as the same may be amended from time to time, and upon such termination or waiver of the Horizontal Property Regime the property shall be deemed owned in common by the Co-Owners in the manner provided in said Horizontal Property Act.

### X. AMENDMENT

Except as otherwise provided herein, the provisions of this Declaration may be amended by an instrument in writing signed and acknowledged by record co-owners holding 66-2/3 percent of the total vote hereunder, which Amendment shall be effective upon the recordation of such Amendatory Declaration among the land records of the District of Columbia in the manner required by the Horizontal Property Act for recording of a Declaration. No such Amendatory Declaration, however, shall affect the lien of any prior record mortgage or mortgages unless the written consent of the holder of such mortgage or mortgages is obtained and similarly recorded.

## XI. MISCELLANEOUS

A. If any term, covenant, provision, phrase or other element of the Declaration and By-Laws is held to be invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify or impair in any manner whatsoever any other term, provision, covenant or element of this Declaration or the By-Laws.

B. Captions used in the Declaration and By-Laws are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of the Declaration and By-Laws.

C. Whenever the context so permits, the use of the plural shall include the singular, the plural and any gender shall be deemed to include all genders.

D. Whenever the term "mortgage" is used in this Declaration or By-Laws, it shall be deemed to include a Deed of Trust. Whenever the term "mortgagee" is used in the Declaration or By-Laws it shall mean a lender under a Deed of Trust.

E. If any provision of this Declaration, or any section, sentence, clause, phrase or word, or the application thereof in any circumstances be judicially held in conflict with the Horizontal. Property Act or the laws of the District of Columbia, then the said laws shall be deemed controlling and the validity of the remainder of this Declaration and the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

IN WITNESS WHEREOF, the Developer has executed this Declaration this \_\_\_\_\_ day of 19 .

CARROLLSBURG SQUARE TWO CORPORATION

Attest:

\_\_\_\_\_

By: \_\_\_\_\_

Signed, sealed and delivered in the presence of:

\_\_\_\_\_

\_\_\_\_\_

DISTRICT OF COLUMBIA:

BEFORE ME, the undersigned authority,  
personally appeared \_\_\_\_\_

and as \_\_\_\_\_ and \_\_\_\_\_  
respectively, of CARROLLSBURG SQUARE TWO CORPORATION,  
a corporation organized and existing under the laws of  
the District of Columbia, and they acknowledged to  
and before me that they executed the foregoing  
instrument as such officers of said corporation, and  
that they affixed there-to the official seal of said  
corporation and that the foregoing instrument is the  
act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my  
hand and official seal at the District of  
Columbia, on this day of \_\_\_\_\_ 19\_\_

\_\_\_\_\_

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AMENDMENT TO DECLARATION OF CONDOMINIUM

ARTICLE III. BOARD OF DIRECTORS

A. Number and Qualifications

"The affairs of the Carrollsborg Square Condominium shall be governed by a Board of Directors composed of five persons, at least three of whom must be owners of Condominium Units in the Carrollsborg Square Condominium."

C. Other Duties

Delete Subparagraph 9 and decrease the number of each subsequent subparagraph by one.

F. Removal of Directors

"At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the Council of Co-Owners, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given at least ten days' notice of the calling of the meeting and the purpose thereof and he shall be given an opportunity to be heard at the meeting."

ARTICLE VI. INSURANCE

B. Separate Insurance

"Each Condominium Unit Owner may obtain insurance at his own expense affording coverage upon his personal property and for his personal liability, as may be required by law, but all such insurance shall contain the same waiver of subrogation as that set forth in the preceding paragraph, if the same is available."

ARTICLE VII. OBLIGATIONS OF THE CO-OWNERS

C. Use Restrictions and Transfers

1. Use Restrictions:

b. "No Condominium Unit shall be occupied by any family that has not submitted to the Board of Directors the name of the family in

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question, its residence address, and such other information as the Board of Directors of Carrollsburg Square Condominium may reasonably request. All such information will be kept confidential by the Board and Carrollsburg Square Condominium management upon written request to the Board from the family in question, except to the extent that the Board or Carrollsburg Square Condominium management determines that communication of such information is reasonably necessary to the safe or efficient management or operation of the Condominium. The provisions of this paragraph shall not be applicable to any Mortgagee or Transferee, purchaser or lessee from such Mortgagee."

2. Transfers:

a. "Transfer or lease: No Co-Owner may dispose of any Condominium Unit or any interest therein by sale or by lease or any other means of transfer of interest therein except as hereinafter provided."

b. "Prior to any proposed lease, conveyance or transfer of any Condominium Unit to any other person than the transferors' spouses, the Co-Owner shall notify the Board of Directors in writing of the name and address of the person to whom the proposed conveyance, lease or transfer is to be made and submit such other information as the Board of Directors or Carrollsburg Square Condominium management may reasonably request. All such information will be kept confidential by the Board and Carrollsburg Square Condominium management upon written request to the Board from the person in question, except to the extent that the Board or Carrollsburg Square Condominium management determines that communication of such information is reasonably necessary to the safe or efficient management or operation of the Condominium. The subleasing of any Condominium Unit shall not release the Co-Owner from any obligation under the Condominium documents."

JKH  
07/11



3. "Mortgagees Exempted:

The provisions of this article with respect to the transfer of Condominium Units shall not be applicable to transfers to Mortgagees, whether in foreclosure or by judicial sale, and their transferees and purchasers at foreclosure sales or judicial sales, or by a voluntary conveyance in lieu of foreclosure, whereby such Mortgagee becomes a Co-Owner, nor shall the same apply to any sale or lease by such Mortgagee. Nothing contained in the By-Laws shall be deemed or construed to preclude any Mortgagee from acquiring the interest of any Mortgagor by a Mortgagee transfer in lieu of foreclosure of any mortgage, nor shall such Mortgagee be precluded from acquiring the interest of the Mortgagor in any foreclosure proceeding or sale in connection therewith."

4. Void Transfer:

"Any sale, mortgage or lease not in compliance with the terms of these By-Laws shall be void unless subsequently approved by the Board of Directors."

We hereby specify and acknowledge that the above is a true and exact copy of the amendment to the By-Laws of Carrollsburg Square Condominium that was duly approved by the meeting of the Council of Co-Owners of Carrollsburg Square Condominium held on November 1, 1976 for the purpose of amending Article III Board of Directors Section A on page BL-7, Section C on pages BL-9 and BL-10 and Section F on page BL-11; Article VI Insurance Section B on page BL-20 and Article VII Obligations of the Co-Owners Section C subsection 1.b. on pages BL-28 and BL-29, Section C subsections 2.a. and 2.b on pages BL-29 and BL-30, Section C subsection 3 on pages BL-30 and BL-31 and Section C subsection 4 on page BL-31 of the By-Laws of Carrollsburg Square Condominium.

  
President of the Board of Directors  
of Carrollsburg Square Condominium

  
Secretary of the Board of Directors  
of Carrollsburg Square Condominium

I, Albert Allen a Notary Public

in and for the District of Columbia, do hereby certify that

Jean Marie Taylor, Secretary of the Board of Directors of Carrollsburg Square Condominium, acknowledged the Amendment to the By-Laws of Carrollsburg Square Condominium that was approved by the Council of Co-Owners November 1, 1976, and hereto annexed, personally appeared before me in said District, the said Jean Marie Taylor being personally well known to me as the person who executed the said agreement and acknowledged the same to be her act and deed; and said party made oath that the facts therein stated are true to the best of her knowledge and belief.

Given under my hand and official seal this 17th day of Dec, 1976. My commission expires 1-31-81.



Albert Allen  
Notary Public, D. C.

12-17-76

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Never received required  
acquiescence of  
all Co-Owners

SECOND AMENDMENT

TO

DECLARATION OF CONDOMINIUM

THIS SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM,  
made this 23 day of December, 1971, by CARROLLSBURG  
SQUARE CONDOMINIUM (hereinafter referred to as the "Condominium"),  
an unincorporated association existing under the laws of the District of  
Columbia, with offices at 1237 Delaware Avenue S.W.  
Washington, D. C.; 20024

WITNESSETH:

WHEREAS, a Declaration of Condominium was executed by  
Carrollsborg Square Two Corporation, the Developer of the Condominium,  
on January 9, 1967, and was recorded on January 9, 1967, in Liber 12709,  
Folio 36, et seq., among the Land Records of the District of Columbia;  
and

WHEREAS, the Developer of the Condominium amended the  
development plan of the Condominium during the course of construction,  
so as to affect the percentage interests of twenty-one of the condominium  
units, but failed to make any corresponding Amendment to the Declaration  
of Condominium as filed among the Land Records of the District of  
Columbia to reflect said change; and

WHEREAS, it is the desire and intent of the Condominium to  
correct the aforesaid error and omission, and to provide henceforward  
for the accurate assessment of the affected condominium units in accordance  
with the percentage interests which should have been allocated to them  
when the Declaration of Condominium was originally recorded;

NOW, THEREFORE, The Condominium does hereby make the following corrections in and to the Declaration of Condominium:

Page D-14, inclusive, attached hereto is to correct and be in lieu of the original Page D-14, recorded in Liber 12709, Folio 51, as amended by First Declaration of Condominium, dated the 2nd day of May, 1967, and recorded in Liber 12747, Folio 101, among said Land Records, so as to correct the percentage interests of the affected condominium units.

IN WITNESS WHEREOF, CARROLLSBURG SQUARE CONDOMINIUM has, on this 23 day of December, 1971, caused these presents to be signed by Norman H. Forster, President of Carrollsburg Square Condominium.

*Larsh Leduc*

Attest:

(SEAL)

CARROLLSBURG SQUARE CONDOMINIUM

*Paul Black*

By:

*Norman H. Forster*

Norman H. Forster  
President

PAUL BLACK  
Notary Public, Hennepin County, Minn.  
My Commission Expires Oct. 17, 1976



City of Washington )  
District of Columbia )

ss: Hennepin County  
Minnesota

Then appeared before me the said Norman H. Forster, to me personally known and known to me to be the President of Carrollsburg Square Condominium, who did acknowledge his signature to me as aforesaid.

WITNESS my hand and notarial seal, this 23 day of Dec 197

Paul Black  
Notary Public  
PAUL BLACK  
Notary Public, Hennepin County, Minn.  
My Commission Expires Oct. 17, 1974

My Commission expires: \_\_\_\_\_

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THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM

This Third Amendment to Declaration of Condominium, made this 7<sup>th</sup> day of February 1986 by The Carrollsburg Square Condominium organized and existing under the laws of the District of Columbia, having offices and place of business at 800 Fourth Street S.W. Washington D.C. 20024, and located on Lots 303, 304, 305, 306, 307, 310, 311, 312, 313, 314, 315 and 316 in Square 546.

W I T N E S S E T H

WHEREAS, a Declaration of Condominium was executed by Carrollsburg Square Two Corporation on January 9, 1967, and was recorded as Instrument No. 459 on January 9, 1967 in Liber 12709, Folio 36, et seq. among the Land Records of The District of Columbia; and

WHEREAS, the parking spaces allocated to the Carrollsburg Square Condominium are governed by the Accessory Parking Covenant, recorded on March 17, 1964, in Liber 12173, Folio 1, et seq., which entitles each of the 102 units of the Condominium to a parking space, 61 of the spaces to be located on the property of the Condominium and 41 of the spaces to be located in the underground parking garage on the adjoining property comprising Lot 302 and now known as Carrollsburg, A Condominium; and

WHEREAS, in the Declaration of Condominium, dated January 9, 1967, the developer of the Carrollsburg Square Condominium, Carrollsburg Square Two Corporation, in allocating parking spaces in paragraph D 3(b) on pages D-8 and D-9, in some instances failed to assign parking spaces in accordance with the Accessory Parking Covenant; and

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WHEREAS, various owners of the units in the Carrollsburg Square Condominium, entitled by the parking covenant to park in the underground garage, were erroneously charged rent by the original developer, and were being requested by the developer's successor, The Eureka Investment Corp., to sign leases for rent for parking in the underground garage; and

WHEREAS, the D.C. Superior Court has ordered that the said 41 spaces located in the underground garage of Carrollsburg, A Condominium located on Lot 302, are entitled to be used without charge (See Lawnie H. Taylor, et al. v. Eureka Investment Corp. et al, Civil Action No. 10193-81, D.C. Superior Court, Amended Order, April 1985 and Appeal No. 82-1694, D.C. Court of Appeals, Sept. 1984); and

WHEREAS, the Co-Owners of The Carrollsburg Square Condominium desire to amend paragraph 3(b) under Section D on Pages D8-9 of the Declaration of Condominium filed on January 9, 1967, to be in accordance with the assignment of parking spaces in the Accessory Parking Covenant dated March 17, 1964, and to clarify that there will be no charge for parking spaces, and

WHEREAS, Co-owners controlling more than two thirds of the votes of The Carrollsburg Square Condominium, have ratified an amendment to the Declaration of Condominium to delete paragraph 3(b) of Section D, on Pages D8-9, and to add to new Section F. It is therefore resolved;

1. That the following language is hereby deleted:  
paragraphs of 3(b) under Section D. on pages D-8 and D-9, recorded in the Original Declaration of Condominium in Liber 12709 on

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Folios 45 and 46, as amended by the First Amendment to Declaration of Condominium, recorded on May 4, 1967 in Liber 12747, Folio 101 et seq.. which read as follows:

D. Appurtenances, Common Elements and Exclusive Interest

3 (b) The six (6) parking spaces situate on lot 312 are hereby declared to be Limited Common Elements for the exclusive use and benefit of the Owners of Condominium Units situate in lot 312.

The ten (10) parking spaces situate on Lot 311 are hereby declared to be Limited Common Elements for the exclusive benefit of the Owners of Condominium Units situate in lot 311 and the Owners of Condominium Units numbered 1261, 1263 and 1265 in lot 316.

The five (5) parking spaces situate on lot 310 are hereby declared to be Limited Common Elements for the exclusive use and benefit of the Owners of Condominium Units situate in Lot 310 and the Owners of Condominium unit 1253 in Lot 316.

The ten (10) parking spaces situate on lot 315 are hereby declared to be Limited Common Elements for the exclusive use and benefit of the Condominium Units situate in said lot 315 and the Owners of Condominium Units numbered 1251, 1249, 1247 and 1245 in lot 316.

The eighteen (18) parking spaces situate on Lot 307 are hereby declared to be Limited Common Elements for the exclusive use and benefit of the Owners of the Condominium Units situate in lots 305, 306 and 307 except Owners of Condominium Units 234, 236, 220, 222, 224 and 226 shall not have the right to use said parking space.

It is further resolved that a new Section F titled "Parking" shall be added and read as follows:



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"F. Parking

1. Parking in the Condominium is governed by the Accessory Parking Covenant, recorded as Instrument No. 8998 on March 17, 1964 in Liber 12173, Folio 1 et seq. of the Land Records of the District of Columbia. This covenant entitles each of the 102 Units in the Condominium to a parking space, such space entitled to be used only the occupiers, invitees and guests of the unit; of the 102 spaces, 61 are on Condominium property and 41 are specifically assigned by Unit and provided without charge in the underground parking garage on the adjoining property owned by Carrollsburg, A Condominium. \*

2. Consistent with the provisions of the Accessory Parking Covenant and the aforementioned Court Order, parking space allocations are as follows:

(a) Parking spaces for three (3) Units on Lot 305 (252, 260 and 262), all seven (7) Units on Lot 306 (200-212), all nine (9) Units on Lot 307 (218-236) and three (3) Units on Lot 316 (1255, 1257 and 1259) are provided on Lot 307. Parking on lot 307 is provided along the 3rd Street extension.

(b) Parking spaces for all four (4) Units on Lot 310 (1267 - 1273) are provided on Lot 310. Parking spaces for all seven (7) Units on Lot 311 (1275-1287) are provided on Lot 311. Parking spaces for all six (6) Units on Lot 312 (1289 - 1299) are provided on Lot 312. Parking spaces for all six (6) Units on Lot 315 (1233- 1243) are provided on Lot 315. Parking spaces for eight (8) units on lot 316 (1245-1253 and 1261-1265) are provided as follows: one (1) space on Lot 310, two (2) spaces on Lot 311, one (1) space on Lot 312 and four (4) spaces on Lot 315. Parking on Lots 310, 311, 312 and 315 is provided in the Delaware Avenue parking lot.

(c) Parking spaces for eight (8) Units on Lot 314 (375-379 and 389-397) are provided on Lot 314. Parking on Lot 314 is provided in the two "N" Street parking courts.

(d) Parking spaces for all nine (9) Units on Lot 303 (1220-1236), all twelve (12) Units on Lot 304 (320-342), five (5)

\* See *Lawnie H. Taylor, et al. v. Eureka Investment Corp. et al.*, Civil Action No. 10193-81, D.C. Superior Court, Amended Order, April 1985 and Appeal No. 82-1694, D.C. Court of Appeals, Sept. 1984.

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Units on Lot 305 ( 250, 254 - 258 and 264), all eleven (11) Units on Lot 313 (301-321) and four (4) Units on Lot 314 (381-387) are provided in the underground garage on the adjoining property owned by Carrollsburg, a Condominium. Specific parking assignments in the underground garage are indicated on the map attached hereto marked Exhibit A and incorporated herein by reference.

IN WITNESS WHEREOF, Carrollsburg Square Condominium, has, on this \_\_\_\_\_ day of \_\_\_\_\_ 1986, caused these presents to be signed.

CARROLLSBURG SQUARE CONDOMINIUM

by: Robert W. Straus  
ROBERT W. STRAUS, President.

Attest:

DISTRICT OF COLUMBIA: TO WIT:

I, BRANDIS D. FOSTER a Notary Public in and for the District of Columbia, hereby certify that there appeared before me the said, ROBERT W. STRAUS, to me personally known and known to me to be the President of Carrollsburg Square Condominium, who did acknowledge his signature to me as aforesaid.

WITNESS my hand and notarial seal, this 7 day of FEB 1986.

Brandis D. Foster  
Notary Public

My commission expires: My Commission Expires August 14, 1990

FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM

This Fourth Amendment to the Declaration of Condominium made this Second day of September 1988 by the Carrollsburg Square Condominium organized and existing under the laws of the District of Columbia, and located on Lots 303, 304, 305, 306, 307, 310, 311, 312, 313, 314, 315 and 316 in Square 546 in the District of Columbia, and having offices and place of business at 800 Fourth Street, S.W., Suite NB-1, Washington, D.C. 20024.

W I T N E S S E T H

WHEREAS, a Declaration of Condominium was executed by Carrollsburg Square Two Corporation on January 9, 1967, and was recorded as Instrument No. 459 on January 9, 1967 in Liber 12709, Folio 36, et seq. among the Land Records of the District of Columbia; and

WHEREAS, the Co-Owners of the Carrollsburg Square Condominium desire to amend the Declaration of Condominium to make the Council of Co-Owners responsible for the maintenance, repair and replacement of the staircase structures and iron railings outside the resident structures and also for the maintenance, repair and replacement of all the patio and garden walls; and

WHEREAS, Co-Owners holding more than two-thirds of the votes of the Carrollsburg Square Condominium have signed and acknowledged an instrument incorporating such amendment;

NOW, THEREFORE, the Carrollsburg Square Condominium does hereby make the following changes to the aforementioned

Declaration of Condominium:

In the Declaration of Condominium, recorded as Instrument No. 459 on January 9, 1967 in Liber 12709, Folio 36 et seq. as amended by Instrument No. 30507 recorded on December 21, 1973 in Liber 13572, Folio 204 et seq., under Section V., A on page D-18 (covering the responsibility for maintenance and repair by the Council of Co-Owners) amend paragraph 2. by deleting the crossed-out wording and adding the underlined wording as indicated below:

"2. all exterior walls, patio or garden walls (and all staircase structures and iron railings outside the resident structure) and all other walls (~~except-party-garden-or-patio walls--between--any--two--Condominium--Units~~) and exterior surfaces, roof, party walls within the residence structure and all other portions of the Condominium Unit which contribute to the support of the building, excluding, however, interior wall, ceiling and floor surfaces."

and under Section V., B on page D-19 (covering the responsibility for maintenance and repair by the individual Co-Owners) amend paragraph 2. by deleting the crossed-out wording as indicated below:

"2. Each Co-Owner shall be responsible for the maintenance and repair of the patio or garden area which is enclosed by a patio or garden wall or fencing which abuts to the rear and where the same exists to the front of the Condominium Unit (~~as-well-as-the-wall-or-fencing-around-the-same~~)."

IN WITNESS WHEREOF, Carrollsburg Square Condominium, has, on this second day of December 1988, caused these presents to be signed.

CARROLLSBURG SQUARE CONDOMINIUM

by: Robert W. Straus  
ROBERT W. STRAUS, President

Attest:

\_\_\_\_\_  
DISTRICT OF COLUMBIA: TO WIT:

I, BRYNDIS D. FOSTER a Notary Public in and for the District of Columbia, hereby certify that there appeared before me the said, ROBERT W. STRAUS, to me personally known and known to me to be the President of Carrollsburg Square Condominium who did acknowledge his signature to me as aforesaid.

WITNESS my hand and notarial seal, this 2<sup>nd</sup> day of December 1988.

Bryndis D. Foster  
Notary Public

My commission expires: My Commission Expires August 14, 1990