

CAPITOL PARK IV  
CO-OWNER INFORMATION BOOK

DECEMBER 1987

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## GENERAL INFORMATION

The Condominium's Managing Agent is:

Crescent Property Services, Inc.

800 Fourth Street, SW 20024

Washington, D.C. 20024

646-0300 – After office hours and on weekends and holidays, an answering service is available on this number to receive reports of emergency situations.

### A HANDYMAN, FOR A FEE, IS AVAILABLE TO:

- |                                     |   |
|-------------------------------------|---|
| 1. Change furnace filter            | 6. Dishwasher replacement/repair  |
| 2. Check/replace belts, furnace fan | 7. Washer/dryer repairs   |
| 3. Oil fan                          | 8. Repair leaking faucet and commodes (Please repair promptly and reduce water bill). |
| 4. Plumbing repairs                 |   |
| 5. Water heater replacement/repair  |   |

To schedule repairs or maintenance, call the Management Office. These interior maintenance services are provided as a business service of Crescent Property Services, Inc. and are NOT the responsibility of Capitol Park IV Condominium. You may obtain interior maintenance services from any vendor you wish.

### SEWER BACK-UPS

If at any time your basement drain/sewer is backing up:

1. Turn off all faucets – do not use sink or toilet.
2. Call Management Office – 646-0300
3. Notify your neighbors about the problem and ask that they refrain from using any plumbing until sewer is snaked out.

This problem usually involves an entire row or group of houses. There is a sewer plan available at the Management Office detailing which units share the same line.

### OUTSIDE FAUCETS

We are a condominium which means certain facilities are to be shared. Since every unit does not come equipped with its own faucet, they are to be used by all. Please be considerate of your neighbor's property when using outside faucets.

### DOGS CAN MAKE GOOD NEIGHBORS if Their Owners are Considerate

Residents are required to clean up after their dogs(s). It is a D.C. law. It also helps to alleviate tension between the dog owners and non-dog owners. D.C. law requires that all dogs be on a leash. This rule applies to condominium grounds as well. Do not allow your dog(s) to urinate on our grass and shrubs since this can kill the plants.

Excessive dog barking is a gross imposition on your neighbors. Please train your pets to be quiet, particularly when you leave them unattended. (See DOG POLICY – Section K).

#### NOISE

Please remember you share common walls. If radio/TV speakers are too loud, your neighbor will hear vibrations/music. Please keep these appliances at a moderate level. After 11 pm., if you are entertaining, please make sure the volume is low.

#### PARKING

Do not use private parking spaces assigned to other co-owners or allow your guests to do so. Do not park in fire lanes or driveways. Additional spaces are sometimes available for lease through the Management Agent. (See PARKING POLICY – Section J).

#### IMPORTANT PHONE NUMBERS

POLICE DEPARTMENT – 1 <sup>ST</sup> DISTRICT	727-4655
GAS COMPANY	750-1500
Call if there is any strong odor.	
They will come to check any possible leak.	
PEPCO – Electricity	833-7500
	972-3434 Emergency
CRESCENT PROPERTY SERVICES, INC.	646-0300

#### ABOUT YOUR HOUSE

Your house has a 100 Amp. Service, one phase, 220 volts, which is split up into two 110 volt circuits.

You will find the fuses for these main circuits in the top of your fuse box inside a black bakelite housing which is equipped with a steel wire pull handle. One of these black bakelite boxes is marked “main” and the other is marked “Range”.

These fuses are 30 Amp. Cartridge type fuses and seldom blow since the individual circuits are protected by their own fusestats. (A fusestat is a fuse designed to take an initial power surge which is created when you switch on any type of motor driven device; a regular glass fuse may blow under these circumstances).

There amperage of your glass type fuses is normally 15 or 20 Amp. Do not attempt to use another type of fuse or one with a different amperage.

Blown Fuses – Before replacing a blown fuses, pull every plug and turn off all switches connected to the circuit involved. Replace the fuse, then turn on wall switches one at a time. Next, start replacing the plugs one at a time. When the new fuse blows, the trouble has been located. In most cases the problem is with an appliance and not with the permanent wiring.

Light Bulbs – Extend the life of your light bulbs by buying 125-130 Volt rated bulbs. Kitchen fluorescent bulbs are of the T1240WCW variety. Flood lights and vanity lights are stocked by Crescent Property as there is enough demand to warrant it since these types of bulbs are not usually available at stores. Bulbs for ranges and refrigerators are of a special type, called appliance bulbs and are normally 40 Watt.

Outside Globes - Co-owners are responsible for maintenance, replacement or repair of outside globes attached to their units. A limited supply of entrance door globes is available for purchase at the Management Office.

## PLUMBING

The plumbing in your house consists of sweated copper pipes above ground. The above ground waste lines are also of copper, while the underground waste lines are of cast iron.

In most of the town houses the main water valve for the house is located in the furnace room. It would be well for each co-owner to identify this valve by handing a large tag from it so that in an emergency it can be promptly located to shut off the water supply to the house. (Note: In closing this valve you also stop the flow of hot water).

All water fixtures (like the toilet tank and bathroom sinks) are equipped with individual valves. These valves are always located in close proximity to the fixture. Owners should familiarize themselves with these valves. A valve closed at the time of a break in a line can prevent damages to walls, floors, ceilings, furniture, etc.

The hot water heater is equipped with a supply line valve located just above the heater. This valve should be closed only in an emergency. If you must close this valve, turn off the gas burner located at the bottom of the unit by turning the thermostat knob as indicated on the control.

If your furnace is an original unit, it has a humidifier. Water to the humidifier is supplied by a small copper tubing usually coming off the cold water supply line over the water heater. A small valve is located at the beginning of this tubing. Turn this water supply to the humidifier off during the summer and on during the heating season. Proper humidity in the house can save you fuel in the winter.

The humidifier plates, usually ten, calcify after one season and should be changed or cleaned with fresh water at the end of the heating season. The flow of water to the humidifier is controlled by a float switch. Both the float switch and the float should be checked each time these plates are changed or cleaned. At the beginning of the heating season open the small supply valve and watch to see if the float establishes a water level of about 2 ½ inches. Water coming through the small hole located at the front of the humidifier tells you that the float or the float valve has to be repaired or replaced. Repair or replacement is also indicated when no water enters the housing of the humidifier.

Leaking Water. If you see any sign of water leaking and the origin of the leak is not immediately apparent, shut off the main water valve, which you have previously located and tagged. If water drips

through the ceiling, puncture the ceiling at the point of the drip with a screwdriver. A hole the diameter of a screwdriver is all that is needed. This will drain the water in the ceiling and in many cases will prevent expensive wallboard repairs.

### SEWER LINES

Most vertical sewer lines in your house are copper down to the cement slab. From the slab down, they are cast iron. Your house is on the same "main" sewer as a number of neighboring houses.

Sewer lines do clog up. There are two types of stoppages. The first and simpler one is a local stoppage. The second and more serious one is called a "back-up" stoppage on the main sewer line. Invariably, the cause of these back-ups is found to be disposable diapers, sanitary napkins, rags, towels, etc. At the first sign of a back-up type stoppage, call 6460300 and report that you have a "back-up emergency". Do not make this statement in the case of a "local" stoppage (where just one sink or toilet is stopped up). Different equipment is needed for each type of blockage. Local and back-up stoppages can be avoided by the exercise of care in what is being flushed.

Your disposal unit can also create stoppages if you grind up fibrous substances such as corn cobs, celery, etc. Always run plenty of cold water when running the disposal unit.

### HEATING

Furnace. If your furnace is an original unit, it is a gas fired unit in which a furnace fan blows air over a heat exchanger. This heated air is then blown through ducts to the supply vents in the house.

Return vents are located on every floor of your house to pull air back to the furnace to be reheated. It is advisable to close the top floor return vent in the winter season to force the return of colder air from the other floors.

Note: To locate these return vents, place a piece of tissue paper over a vent; if the tissue holds to it, it is a return vent.

Vents may be closed either by the protruding level provided on some, or by inserting a screwdriver in a slot located in one of the four corners of the vent plate.

Maintenance of Furnace. (applies if the furnace is an original unit)

The furnace fan bearing should be oiled every six months, but in any case never less than once a year.

The furnace motor and fan are attached to a plate. This plate slides horizontally to the outside of the furnace. Primary and secondary wires are attached to this plate and motor. Slide the plate and motor out only as far as necessary to oil the front bearing of the fan. Care must be taken not to jar loose any of the wires, condensers, safety devices, etc. Before doing any work on the furnace, turn the fan motor off by use of the large switch located on the furnace housing.

At the same time you are servicing the motor, vacuum the entire unit, including the coils, burners, etc. and change the “throw away” type filter. In cleaning the unit, use a long handled brush to aid the vacuum cleaner. For good performance and fuel savings, check the condition of the filter regularly.

The thermostat, usually located in the living room, has a small wheel on each side. For heating, set the left side wheel to HEAT and the right side wheel to AUTO. Set the bottom lever to the temperature indication desired. This setting can be maintained all winter.

To further reduce fuel costs, consider closing vents in rooms not used.

If you have a new furnace, you should consult the maintenance instructions for the particular unit or the manufacturer.

#### AIR CONDITIONING – (See Section H for Specific Policy)

Air conditioning is supplied to all Capitol Park IV Condominium houses through an underground system of chilled water pipes. The chilled water is produced by a central unit. The cost of the maintenance of lines, motors, pumps, cooling tower, refrigeration unit, etc., is included in the condominium fee. Your only additional cost for air conditioning is the running of the fan motor located in your furnace.

Control of fan operation is achieved by your thermostat. Turn “System Switch” to COOL and Fan to AUTO.

Maintenance of the system on your part during the cooling season is essentially the same as described for the heating season.

To conserve energy, cost to the condominium, and direct expense to yourself, you can do the following:

Normal Operation. Set the left thermostat wheel to COOL, the right wheel to ON, and set the thermostat to the temperature indication desired.

To Conserve. Set the left wheel to COOL, the right wheel to AUTO, and the thermostat temperature setting to approximately 78-79 degrees F. This setting lets the motor run only when the temperature in the house equals or exceeds the thermostat setting. This conservation approach can be taken whenever the house is unoccupied for period of more than five or six hours.

To help the air conditioning of your house, close all venetian blinds and curtains.

To concentrate air conditioning on specific areas of your house, block off the vents in the other areas. You may also want to “balance” the house by partially or completely closing off certain supply vents. Find out which are return vents (see Heating Section). The return air should come from the top and second floors in a three story house and from the top floor only in a two story unit. Close the bottom return vents.

### LOCKS

Your front door has two locks. The upper one is a deadbolt lock. The lower one is a medium duty type cylindrical lock.

Always engage the top lock. The cylindrical lock is rather easy to open by an unauthorized caller.

Many houses have another cylindrical lock on the door to the patio or, in cases of sliding patio doors, a thumb operated lever engages a lock. Patio doors should be supplemented with simple sliding bolts. These bolts are effective barriers against the forcing of these doors.

For more information relative to locks, contact your Condominium Manager at 646-0300.

### TRASH

Trash pick-up days are Monday, Wednesday, and Friday (except holidays although after a Monday holiday, trash will be picked up on Tuesdays). (See TRASH POLICY – Section I).

### EMERGENCY ACCESS TO YOUR UNIT

Sometimes emergencies (e.g. roof leaks, fires) occur when you are not at home. On occasion, you may find that you are locked out of your unit. In addition to leaving a set of house keys with one or more of your neighbors, the Board strongly recommends that you keep a current set of house keys on file with the Management office, which is willing to assist co-owners and residents during normal business hours. This simple precaution will help us protect your property and ours when you are away from home. We also recommend that you notify your near neighbors and the Managing Agent whenever you plan to be out of town for extended periods of time.



## ENFORCEMENT OF POLICIES, RULES AND REGULATIONS

In accordance with Article II, Sections B and C of the Bylaws, the Board of Directors may enforce the policies, rules and regulations of the condominium with a variety of measures. It may:

- Levy fines;
- Order corrective action to be taken at the expense of an offending co-owner;
- Notify holders of first mortgages of delinquent co-owners;
- Place liens on units of offending co-owners (see also Article IV);
- Sue in court for redress or damages.

The choice of enforcement measures rests with the Board.

The policy of the Board, before levying fines or resorting to other enforcement measures, is to give each co-owner ample opportunity to explain problems and to solve them. Except in the case of the fees for common expenses due and payable on the first of each month, the Board will attempt to notify any co-owner who appears to be in violation of a policy, rule or regulation. At the same time, the Board will invite the co-owner to appear at a regular meeting to explain or justify the apparent violation. If the Board cannot locate the co-owner or the co-owner does not appear at the meeting or the urgency of the problem requires prompt action, the Board may proceed to enforcement action without further delay.

CONDOMINIUM FEES  
AND  
LATE FEE POLICY

1. According to Article IV, Section B of the Bylaws, the annual assessments for common expenses shall be paid in twelve installments and shall be due and payable on the first of the month.
2. Each month a fine of \$15.00, which is \$1.00 for each of the fifteen days of delinquency, will be assessed against any co-owner who has, on the 16<sup>th</sup> day of the month, a total outstanding balance due the condominium of more than \$15.
3. If the failure to pay an installment continues beyond the month in which it was due, the managing agent, acting on behalf of the board of directors, shall promptly notify any mortgagee who may have an interest in the property in question in accordance with Article IX, Section C, of the Bylaws.
4. Each month a fine of \$5.00 per day will be assessed against any co-owner who has, on the first of the month, a total outstanding balance of two monthly assessments.
5. This rule shall become effective on February 1, 1986.

## INSURANCE

The Unit Owners Association supplies public liability and physical damage insurance but this insurance does not cover a Unit Owner's personal possessions.

Each Unit Owner is protected against public liability claims for accidents in the common area to a limit of one million dollars. The Association provides no protection against claims for accidents within each unit.

All risk physical damage protection is provided on all buildings to the extent twenty million dollars. This insurance applies to the buildings including portions of a building within a unit installed originally in construction, replacement of original parts of the building, and subsequent building improvements by each unit owner. The coverage has been extended to include laundry, refrigeration, cooking, dishwashing, ventilating and fire extinguishing equipment, floor coverings, outdoor furniture and shades. Other personal property must be separately insured by each Unit Owner, if insurance is desired.

In the event of damage, payment will be made on a replacement cost basis. The entire policy limit is applicable to any single casualty at one or more units. However, insurance must be maintained in total amount equal to ninety percent of the actual cash value of all the insured property. If less is maintained, only a portion of any claim will be paid.

In the event of a casualty to a unit which becomes untenable, the owner's charges will be paid until repair can be made, if promptly begun. Insurance equal to a total of all annual charges must be maintained to avoid suffering a loss deduction.

Advice on insurance for public liability within a unit and coverage for personal possessions should be obtained from each Unit Owner's insurance broker.

## CO-OWNER ALTERATIONS TO CPIV COMMON ELEMENTS

### A Statement of Policy

The CPIV Bylaws (Article V, Para. C) prohibits co-owners from making alterations to any portion of the Condominium which is maintained by the Council of Co-Owners without first obtaining the written consent of the Board of Directors. To implement this provision, the Board has established a policy which recognizes that the commonly owned elements, such as, but not limited to, the exterior walls, roofs, patios and walkways, exist and have a continuing existence independent of the ownership of the individual units. With this in mind, the policy is intended to insure against the debasement or deterioration of the common elements as they relate to the overall architectural design and structural integrity of the condominium. In implementing this policy, the Board will consider such concerns in considering any Category I or II proposals (as defined below).

Category I – Approval for Class Alterations: This category includes those alterations where a blanket approval is provided subject to the listed construction and maintenance conditions. The co-owner may proceed with these alterations without further approval, and without notifying the Board.

Category II – Approval for Alterations Governed by a Separate CPIV Policy or Rule: This category includes those alterations which are governed by a separate CPIV policy. The co-owner must comply with the provisions of these policies; copies may be obtained from the Management Agent, 800 Fourth Street.

Category III – Approval for Specific Alterations: This category includes all alterations which are not approved in Categories I and II. The co-owner must petition the Board to obtain approval for all alterations in this category. The petition must include a detailed description of the alteration (a drawing or sketch is desirable), the bill of materials, the name of the company or person who will make the alteration, and a copy of all the necessary permits. In providing the approval, the Board may impose construction and/or maintenance conditions, may require a survey of affected co-owners to obtain their agreement to the proposed alteration, and may require the co-owner to return the alteration to its original condition upon sale of his unit.

All maintenance conditions imposed by these approvals are passed to all subsequent buyers of the unit. It is the responsibility of the co-owner (seller) to make the buyer aware of all such maintenance conditions.

All alterations which are not consistent with the CPIV Bylaws and with this policy, shall, at the Board's option and direction, be modified at the co-owner's expense to comply. The Board, through the Management Agent, shall notify the co-owner of the non-complying alteration and provide him a reasonable time to initiate and complete the necessary modification. The Board may direct the management Agent to make the necessary modification at the co-owner's expense. The full power of the Bylaws to enforce its provisions, to assess fines, and to collect assessments shall be used to enforce this policy.

All requirements, including permits or licenses imposed by the District of Columbia government for any alterations apply and are not affected by this policy.

### CATEGORY I – APPROVAL FOR CLASS ALTERATIONS

Number and Title	Construction Conditions	Maintenance Conditions
<p>1. Entrance Door Replacements</p> <p>Entrance Door Light Globes</p>	<p>The door, jam and trim materials, installation and finish shall be of professional quality equal to or better than the original installation. The style shall be consistent with the architectural style of CPIV</p> <p>Globes shall be of the type standard through-out the condominium</p>	<p>The new door and trim shall be maintained by the co-owner.</p> <p>Bulb and Globe shall be white only.</p>
<p>2. Storm Doors</p>	<p>The door shall be top quality properly installed and protected with a long-lasting finish. The style shall be consistent with the architectural style of CPIV.</p>	<p>The door shall be maintained (including painting if required) by the co-owner. The co-owner maintenance schedule and quality shall be consistent with that of CPIV.</p>
<p>3. Storm Windows</p>	<p>1. The Windows and frames shall be top quality, properly installed, and protected with a long-lasting white finish.</p> <p>2. The windows shall be a reverse oreal maintaining the division between the windows at the same location as the original windows.</p> <p>3. Prior to installing storm windows, co-owners are encouraged to contact the Management Agent to determine if the windows in his unit are scheduled to be painted in the near future. If the windows and trim can be painted prior to the installation of the storm windows, the problem of painting them after installation can be avoided. *See maintenance condition #2).</p>	<p>1. The storm window and the original window (except as specified in item 2 below) shall be maintained by the co-owner. The co-owner maintenance schedule and quality shall be consistent with that of CPIV.</p> <p>2. CPIV will paint the original window frames, and that trim and sill between the original window and the storm window per its painting schedule at a cost not to exceed that which would have been incurred in the painting of window frames, trim and sills if the storm windows were not there. Additional costs shall be assigned to the co-owner. Co-owners are advised that this cost could become excessive if the original windows are painted shut, necessitating removal of either the original windows or the storm windows for painting. If the original windows move freely, the necessary painting may be impossible without removal of either windows but will require access to the interior of the house during normal working hours. However,</p>

		since storm windows protect the original windows, the original windows will not require painting as frequently (if at all) and the original expense could be the only expense.
4. Window and Door Guards	<p>1. The guards shall be top quality, properly installed, protected with a long lasting finish (black or white). The style shall be consistent with the architectural style of CPIV.</p> <p>2. Prior to installing window guards, co-owners are encouraged to contact the Management Agent to determine if the windows of the unit are scheduled to be painted in the near future. If the windows are trim can be painted prior to the installation of the guards, the problem and expense of painting and trim afterwards can be deferred several years (See maintenance condition #2).</p> <p>3. Co-owners are advised of the potential safety hazard caused by guards in restricting rapid exit from a unit in the event of an emergency. Because of this hazard, the Board discourages the installation of guards and provides this approval with condition that the co-owner recognizes and accepts all responsibility for the hazard thus created.</p>	<p>1. The guards shall be maintained and painted by the co-owner. The co-owner maintenance cycle shall be consistent with that of CPIV or sooner, if the appearance, as determined by the Board, so warrants.</p> <p>2. All wood trim, window frames, sills, etc., where access is encumbered by the guards shall be maintained by CPIV, at a cost not to exceed that which would have been incurred in the maintenance of the windows if the guards were not present. Additional costs shall be assigned to the co-owner.</p>
5. Co-owner Painted Trim/Windows	1. The paint shall be of an outdoor type of quality consistent with (or better than) that used by CPIV and shall be applied in a neat, professional manner. The color shall not be changed without Board approval.	The trim/window shall be maintained by CPIV consistent with its painting schedule.
6. Co-owner Modifications (structural, electrical, plumbing, decorative)	1. The alterations may not affect the exterior walls, roof, first level floor, or the common wall between units.	<p>1. The alterations shall be maintained by the co-owner.</p> <p>2. The co-owner (not CPIV) is responsible for all liability associated with the interior modifications, including</p>

	2. The workmanship and materials shall not affect the structural integrity or safety of the unit, adjacent units, or any common element of CPIV.	improper installation and maintenance.
7. Sliding Patio Doors, August 2, 1976	<p>1. The door, jam, and trim materials, installation, and finish shall be of professional quality equal to or better than the original installation.</p> <p>2. Doors fabricated with anodized aluminum trim are recommended.</p> <p>3. Doors are required to be the size of the original door frame or opening.</p>	1. The new door and trim shall be maintained by CPIV.



**CATEGORY II - APPROVAL FOR ALTERATIONS GOVERNED BY A SEPARATE CPIV POLICY**

<b>Number and Title</b>	<b>Construction Conditions</b>	<b>Maintenance Conditions</b>
<p>1. Patio Enclosures (fences)</p> <p>See also Pages M-1 to M-5</p>	<p>1. Construction conditions and requirements are outlined in the enclosure policy packet.</p> <p>2. Each enclosure requires specific Board approval.</p>	<p>1. The enclosure (the new structure and the attached original fence built by Capitol Park IV shall be maintained by the co-owner <u>for the life of the original fence</u>. Fences between co-owner patio areas shall be maintained by the co-owner who built the fence, or jointly by the affected co-owners. The co-owner maintenance schedule and quality shall be consistent with that of CPIV.</p> <p>2. The fence shall be painted by the co-owner at a schedule compatible with the condominium fence painting schedule. Any color other than white shall require Board approval.</p> <p>3. The enclosed patio area shall be maintained in accordance with grounds maintenance and landscaping policy.</p>
<p>2. Landscaping</p>	<p>Detailed and conditions are outlined in the Grounds Maintenance and Landscaping Policy.</p>	<p>Detailed and conditions are outlined in the Grounds Maintenance and Landscaping Policy.</p>
<p>3. Awnings</p>	<p>1. The awning shall be top quality and properly installed.</p> <p>2. The co-owner has the choice of color and style.</p> <p>3. Only canvas cloth awnings with fire repellent finish are permitted.</p> <p>4. The awning shall be supported by tubular steel framing, either fixed or roll-up type.</p> <p>5. Board approval is required before installation.</p> <p>6. No other type of shading structure is acceptable, attached or otherwise, except for a free-standing patio umbrella.</p>	<p>1. The awning, its supports and associated hardware shall be maintained by the co-owner.</p> <p>2. All seals associated with the awning, its supports, and associated hardware shall be maintained by the co-owner. The extended Liability Resolution shall not apply to any damage caused by the improper maintenance of these seals.</p> <p>3. The co-owner (not CPIV) is responsible for all liability associated with the awning, including improper installation and maintenance.</p>

### CATEGORY III – APPROVAL FOR SPECIFIC ALTERATIONS

Number, Title, Date Approved	Construction Conditions	Maintenance Conditions
1. Fireplaces	<p>1. The co-owners must obtain a valid permit from the D.C. Government. The permit must show the concurrence of CPIV.</p> <p>2. The design and installation must be in accordance with the applicable D.C. Codes</p> <p>3. The co-owner is responsible for maintaining the integrity of the roof membrane where the chimney penetrates the membrane. <u>In order to protect the integrity of the existing roof membrane, all work from the point where the fireplace chimney penetrates through roof membrane, including new flashings and new membrane tie-ins is to be done by the CPIV Condominium roofer. The payment for this special work shall be paid by the co-owner.</u></p>	<p>1. The co-owner is responsible for the proper maintenance of all interior parts of the fireplace.</p> <p>2. <u>The co-owner is responsible for the maintenance of the exterior part of the chimney. The co-owner is responsible for the maintenance of the exterior part of the chimney.</u></p> <p>3. See also Fireplace Maintenance Policy at page D-9.</p>
2. Skylights  Revised 10/1/87	<u>Construction of new skylights is not permitted and the Board will disapprove any application by a co-owner for the installation of a skylight in the roof of a unit.</u>	<u>The repair or replacement of a roof which has failed in any manner related to an existing skylight shall include removal of the skylight.</u>
3. Roof Terrace	1. See Specific Policy.	1. See Specific Policy.
3A. Roof Terrace	<p>1. Material: Only wood decks are permitted on the roof terraces; no other material shall be used.</p> <p>2. Construction: The wood deck shall be made from top-quality</p>	1. The co-owner (not CPIV) shall be responsible for the upkeep of the wood deck. If the nails should penetrate the roof membrane, causing exterior and/or interior damage, the owner shall bear all exterior and interior repair costs.

	<p>redwood, cedar or pressure-treated wood, 1" x 4" or 1" x 6" nominal size nailed with galvanized nails ¼" shorter than the total finished wood thickness. Minimum 1" clearance at window wall, brick wall, and at coping. Each section of the deck should be not longer than 6 ft.</p> <p>3. Finish: The wood deck shall be either left natural, treated with clear preservative, or stained or painted.</p>	
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### FIREPLACE MAINTENANCE POLICY

After extensive research and discussion, the Board of Directors of Capitol Park IV Condominium adopts the following policy regarding the maintenance of fireplaces:

1. Co-owners with fireplaces in their condominium units are responsible for having their fireplace and its chimney and flue professionally cleaned and checked for proper functioning, at least every two years on or before September 30, 1986. 1988....
2. Co-owners with fireplaces shall submit to the Board of Directors of CPIV a copy of the receipt or invoice presented by the maintenance person or organization to the co-owner in exchange for the services required by paragraph 1 above.
3. Failure to comply with the cleaning policy shall result in a fine of \$5.00. Furthermore, for each day of noncompliance after notice of such noncompliance is made to the co-owner, there shall be an additional fine of \$5.00. The total fine will in no event exceed \$15.00 per month. The imposition of the fine will continue until the receipt of invoice required by paragraph 2 above is received by the Board of Directors. Collection of the fine will be enforced against the co-owner in the manner provided for in the Bylaws of the CPIV Condominium for the collection of assessments for common expenses.
4. To begin this maintenance policy and provide the basis for a consistent service schedule, all co-owners with fireplaces shall comply with paragraphs 1 and 2 for the first time by September 30, 1984. Failure to comply with this policy shall result in the fine imposed by paragraph 3 of this policy.

ROOF TERRACE ADDITION POLICY  
For Model(s) 3C and 3A  
Capitol Park IV Condominium

References:

- a. Capitol Park IV Bylaws: Article V, Para. C.
- b. Co-owner Alterations to CPIV Common Elements

In accordance with references (a) and (b) the following policy is established to provide guidance for the co-owners of above Model units desiring a Roof Terrace Addition, and to the Board in reviewing such designs, (Section I, II):

I. General Conditions

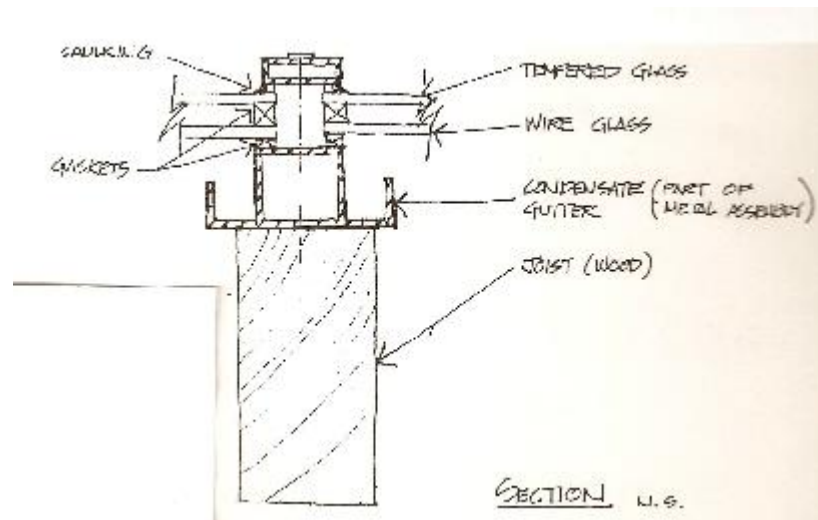
- A. Design and specifications to follow the codes of the District Government.
- B. Co-owner making such addition assumes full construction liability.
- C. The Co-owner must petition the Board to obtain a written approval for such addition. The petition must include the following:
  - (1) A ¼ inch to the foot scaled floorplan showing material used, dimensions and general notes.
  - (2) A ¼ inch to the foot full building (ground plane at one foot from the face of the building to the roof) elevation and full adjoining building elevations showing materials indications and dimensions.
  - (3) A ¼ inch to the foot section through the proposed construction and the interface with the existing structure.
  - (4) Details necessary to describe the construction.
  - (5) Any other drawings required by the District Government for Building Permit Authorization.
  - (6) Written comments by the contiguous co-owners to the proposed construction.
- D. All maintenance of this structure is assumed by the co-owner unless and until such time as a new condominium wide (CPIV) percentage allocation can be made and reflected in the monthly condominium fee.
- E. All alterations which are not consistent with the CPIV Bylaws and with this policy, shall, at the board's option and direction, be modified at co-owner expense to comply. The Board, through the Management Agent, shall notify the co-owner of the non-complying alteration and provide a reasonable time to initiate and complete the necessary modification to achieve compliance. If the co-owner fails to respond to such notification, the Board may direct the management agent to make the necessary modifications at the co-owner's expense. The full power of the Bylaws to

enforce its provisions, to assess fines, and to collect assessments shall be used to enforce this policy.

- F. No construction shall take place until the co-owner receives a building permit from the District Government and written approval from the Board of CPIV Condominium.

## II. Special Conditions:

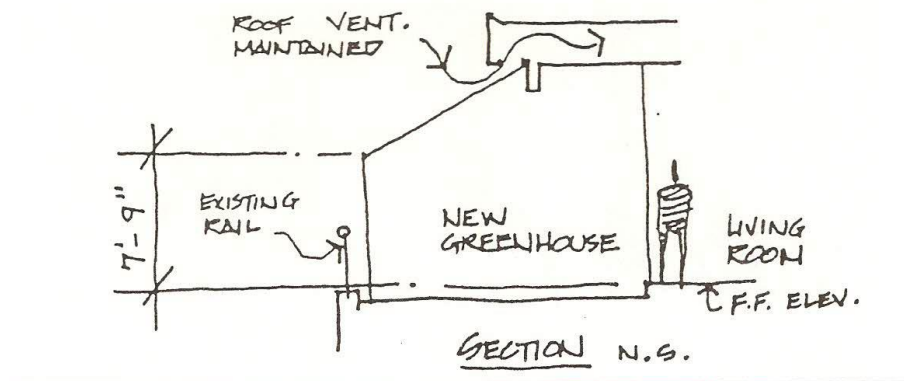
- A. **Structure** – The structure is to be of structural grade lumber: minimum column size 4" x 4" (nominal), and minimum joist size 2" x 8" (nominal). All columns must bear into load bearing walls or beams that can sustain the loading.
- B. **Glazing** – The roof is to be double layered on the outside a clear or tinted<sup>1</sup> tempered or safety glass and on the inside a wire glass (D.C. Code) or safety glass. This is to be held together by a white metal assembly with a condensate gutter (see detail below).



The window walls are to be double glazed clear glass or tinted glass. The frames for the stock windows are to be solid wood covered in a white vinyl.

<sup>1</sup> Note: Tinted glass is to be grey in color tint with a daylight transmittance of 34% or greater and a daylight reflectance of 6% or less. If tinted glass is used on roof, it must be used for window and door glazing as well.

- C. Doors – Whether sliding or hinged, the doors must also be double glazed with solid wood frames covered in white vinyl.
- D. Painting – The entire exterior wood structure is to be painted with an oil base white paint. The entire interior structure is to be painted with an oil base or water base white paint.
- E. Solar Screening – To compensate for summer sun exposures, the interior must have a solar screen narrow venetian blind system for the entire roof, and a narrow venetian blind system for the entire window wall.
- F. Flashing – All flashing is to be 26 gauge 16 oz. copper flashing.
- G. Interface with Existing Structure –
  - 1) The framing is to match existing framing and be compatible to the scale and arrangement of existing windows and building elements. The spring line for the exterior portion of the roof will not exceed 7'-9" (seven feet nine inches) from the finished floor elevation (see detail below and Attachment A).



- 2) The entire structure is to be painted white (except where there is a white vinyl window or door).
- 3) The existing roof vents must be maintained or a suitable solution found for the venting of the existing roof structure.
- 4) Existing metal railing is to be incorporated into the design.

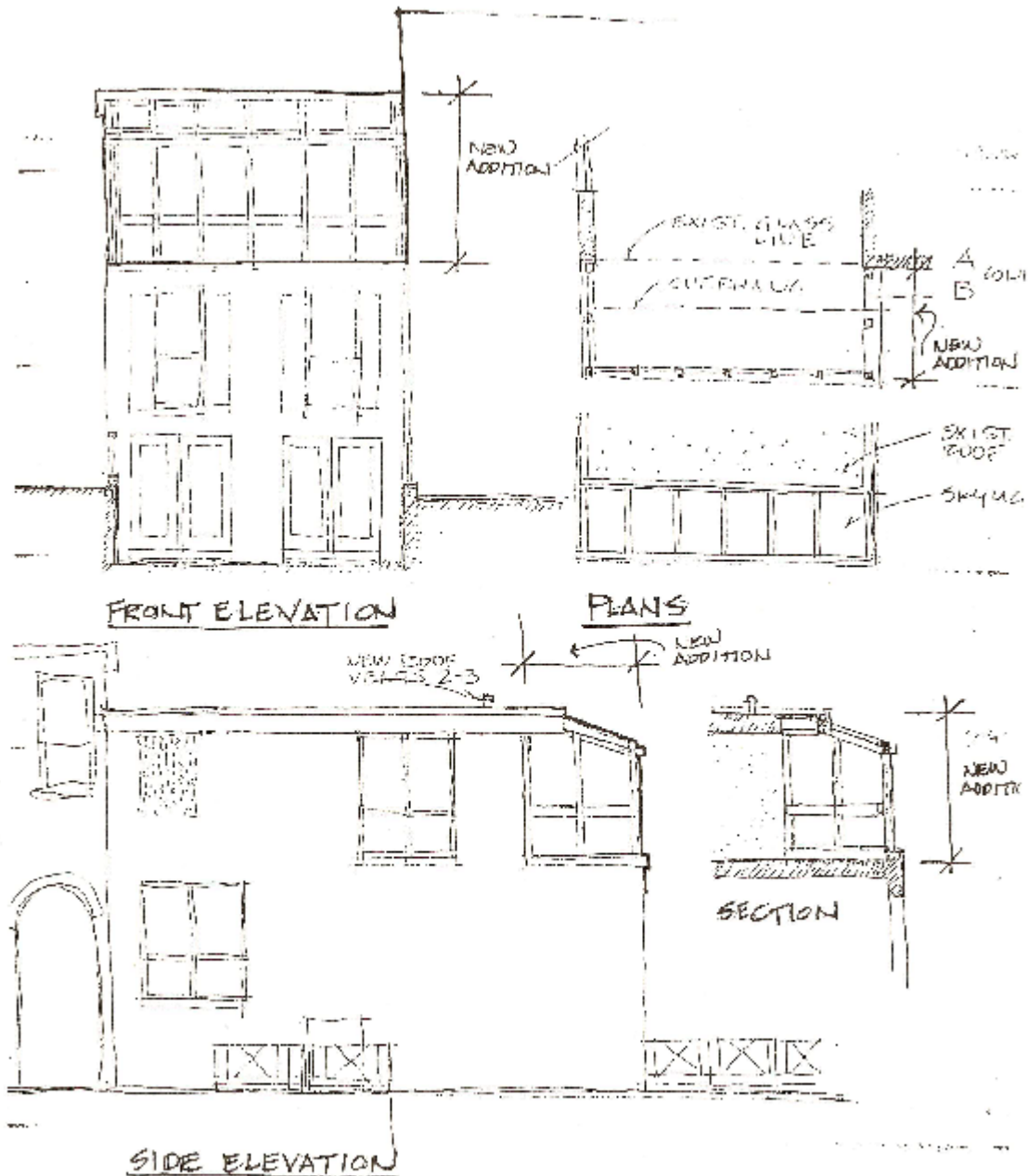
5) Gutters and downspout to match existing and painted white.

6) See Attachment "A".

H. Mechanical – A new ton and a half, baked white enamel air conditioning unit must be installed flush with the new exterior wall in order to compensate for the additional heat gain provided by the addition. A new direct 220 volt hook-up must be provided to the unit. The unit shall be incorporated into the design in such a way as to be compatible with the existing building elements.



ROOF TERRACE ADDITION POLICY  
ATTACHMENT A



SIDE ELEVATION

SCALE = 1/8" = 1'-0"

ATTACHMENT "A"

ROOF TERRACE ADDITION (MODELS 3C & 3A)

## EXTERNAL PAINTING GUIDELINES FOR COMMON STRUCTURES

CPIV Common Structures shall be painted on the following schedule:

Year 1 – White Wood Trim – windows, fascia overhangs, fence sections which are the responsibility of the condominium

Group A – 231 G to 275 G, 120 G to 130 G, 258 G to 272 G, 700 3<sup>rd</sup> to 710 3<sup>rd</sup>, 722 3<sup>rd</sup> to 732 3<sup>rd</sup>, 800 3<sup>rd</sup> to 810 3<sup>rd</sup>, 712 3<sup>rd</sup> to 720 3<sup>rd</sup>, 765 Delaware to 775 Delaware, 709 Delaware to 715 Delaware, 817 Delaware to 825 Delaware

Year 2 – White Wood Trim - windows, fascia overhangs, fence sections which are the responsibility of the condominium

Group B – 600 3<sup>rd</sup> to 628 3<sup>rd</sup>, 277 G to 293 G, 30 G to 66 G, 100 G to 118 G, 731 Delaware to 763 Delaware, 717 Delaware to 729 Delaware, 801 Delaware to 815 Delaware

Year 3 – White Wood Trim - windows, fascia overhangs, fence sections which are the responsibility of the condominium

Group C – 221 G to 229 G, 211 G to 219 G, 201 G to 209 G, 51 G to 77 G, 210 G to 226 G, 228 G to 256 G, 812 3<sup>rd</sup> to 820 3<sup>rd</sup>, 701 Delaware to 707 Delaware, 132 G to 208 G

Year 4 – Group A – All window sills and selected other woodwork

All tax savers, chimney trim and selected (by Board) bricks

Year 5 – Group B – All window sills and selected other woodwork

Selected (by the Board) bricks

Year 6 – Group C - All window sills and selected other woodwork

All external iron work – stair and balcony railings, stair supports and tax saver posts.

Repeat the cycle

Year 1 – 1982

In 1986 the Board of Directors decided to begin painting Group A wood trim which is “Year 1”. 1987 is year 2, and 1988 is Year 3. This deviation from the painting schedule was necessary because of the condition of the wood trim. At the end of 1988 the Board of Directors will decide whether or not to return to the schedule as printed above.

### ROOF REPLACEMENT POLICY

1. A new roof shall be installed on any unit which has two roof failures in a 12-month period excluding failures which occur in a roof which has been replaced less than seven years previous to the second failure. Also excluded are failures in the flashing.
2. The Board of Directors may direct a new roof be installed when the above condition does not exist and when this history of roof failure suggests a repair will not be adequate, when the condition of the roof indicates a replacement will be cost effective or when a roof could be replaced when other roofs at the same level are to be replaced.
3. Definition of roof failure: Following a leak and a subsequent repair, if there is no evidence of a leak during a subsequent rain, the roof failure shall be considered fixed and a subsequent leak is a new roof failure if the new leak showing inside the unit is not in the general area of the previous roof leak but is in an area substantially removed from the first leak area.
4. All disputes as to the definition of a roof failure or the interpretation of paragraph 2 shall be made by the Board of Directors

## POLICY ON DAMAGE TO THE PHYSICAL STRUCTURE DUE TO WATER LEAKAGE

The Board of Directors acting in response to various situations which arose concerning interior damage due to water leakage, has adopted the following policy. The policy, worked out after much deliberation and in consultation with CPIV's legal counsel was established to clarify the lines of responsibility and to set out a procedure for handling such problems.

Notwithstanding the existing limitations on its liability, the Council of Co-Owners, at its expense, agrees to repair damages to the PHYSICAL STRUCTURE (e.g. wall, ceilings, floors, wiring, etc.) within the unit of a co-owner caused by leakage of rain water through the roof or external walls or the concrete slab, (with the specific exception of doors and windows). The Council of Co-Owners will not be responsible for water damage from surface runoff flooding. For walls and ceilings: repair will be made on the basic physical structure and finished with a prime coat of standard white for the damaged area(s) only. For floors: repair on the basic physical structure, and repair in kind to only the damaged tiles, wood strips or squares. Any other damaged finishes or other furnishings must be replaced at co-owner's expense. The following conditions apply:

1. Notification to the Managing Agent may be made orally initially, but must be made in writing within 48 hours after the damage occurs, unless the Board of Directors specifically waives this requirement as to the time of notification by the unit co-owner.
2. Investigation establishes that damage to the physical structure did not arise from any act or omissions by the unit co-owner or any person or persons on the premises with his approval.
3. Repairs are contracted for by the Managing Agent which will make a reasonable response under the circumstances, e.g., the availability of repairmen, suitable weather conditions, access to the area requiring repair.
4. Reimbursement in the amount of one hundred dollars (\$100) by the unit co-owner to the Council of Co-Owners for each occurrence requiring repairs.
5. Limitation in the amount of one thousand dollars (\$1000) on the cost of repairs to the Council of Co-Owners for each occurrence within a specific unit.
6. This policy specifically excludes reimbursement for damage to personal property.

## TELEVISION ANTENNA AND CABLE TELEVISION RULES AND REGULATIONS

### Antennas:

Antennas may not be installed on the roofs or exteriors of any CPIV unit.

### Cable Television:

CPIV has approved the installation of an antenna system with Dr. Perry Klein of Washington Cable Systems, Inc. Co-Owners wishing to subscribe to the master antenna cable TV service should contact Dr. Perry Klein, Washington Cable Systems, Inc. 646-1600.

## AIR CONDITIONING OPERATIONS POLICY

In the Board's continuing interest to clarify questions as to condominium responsibility for delivery of Air Conditioning to the co-owners, the Board has unanimously adopted the following policy statement:

1. The condominium is responsible for the water side of the interface up to and including the water side of the cooling coil; the co-owner for the air side of the system including proper maintenance of the air side of the cooling coil.
2. The condominium will deliver to each unit water of proper temperature and flow to provide an air temperature in the plenum of the furnace not in excess of 65 degrees F when the fan is operating at the maximum speed. (The condition of the blower, the blower motor and the filter are the co-owner's responsibilities.)
3. The chilled water will be supplied at times established by the Board but generally between May 1 and October 1. System breakdowns, or other down-time periods will be indicated by the signal lights (red light – system not operating; yellow light – system operating at reduced capacity; green light – system operating at specified limits.)
4. The validity of co-owner complaints about lack of A/C will be determined by recording the plenum temperature. The repair cost, including the cost of the test will be borne by the condominium or the co-owner as dictated by the determination of the cause of the problem or the determination that the condominium is meeting its obligation.
5. Co-owners are advised that the comfort level of a unit is a highly individualistic thing and is influenced by many factors not the responsibility of the condominium. These include the cleanliness of the blower filter, cooling coil and air ducts, air duct design, location and orientation of the unit and the condition of surrounding vegetation and trees; (these greatly influence the sun heat load); the tightness of doors and windows; the installation of awnings and shutters and their proper day tie use, etc. Co-owners are encouraged to become knowledgeable about these factors and to take appropriate steps to accommodate them.

#### AIR CONDITIONING POLICY FOR TURNING ON AND OFF CENTRAL PLANT

To turn the central air conditioning plant on in spring requires:

A higher temperature of 80 degrees F. with a forecast that similar temperatures will reoccur.

To turn off the central air conditioning plant in the spring once it has been turned on requires:

A day in which high temperature does not reach 70 degrees F. with a forecast that a high temperature of 80 degrees F. will not be reached the following day.

An exception may be made for high humidity for turning off and on.

To turn the central air conditioning plant off in fall requires:

A day that the high temperature does not reach 70 degrees F. with a forecast that 80 degrees F. will not be reached the following day.

To turn the central air conditioning plant on in the fall once it has been turned off requires the following:

A high temperature of 80 degrees F. with a forecast that it will remain near that for several days.

An exception may be made for high humidity.

## TRASH POLICY

In order to improve the aesthetic appearance and upgrade the sanitary condition of the Condominium, the Board of Directors of the Capitol Park IV Condominium established the following Rules and Regulations which restrict the use of the General Common Elements for the storage of trash awaiting collection. Such restrictions have become necessary because of the frequent presence of loose or inadequately contained trash, and continual use of broken trash containers in the Common courts and walkways at all times.

1. Trash should be disposed of in properly sealed plastic bags or trash cans in good condition with tight-fitting lids, except for small empty boxes and newspapers which are securely bundled.

2. Items for disposal shall be allowed in the General Common Elements only after 8 p.m. the night before collection until the time of collection. Trash cans shall be allowed in the General Elements only after 8 p.m. the night before collection until 6 p.m. on the day of collection. The presence of these items at all other times is prohibited. Pick up is Monday, Wednesday and Friday except holidays. After a Monday holiday, trash will be picked up on Tuesday.

3. The following items are specifically prohibited in the General Common Elements at all times:

- a. Broken trash cans and cans without lids
- b. Unsealed plastic bags containing trash
- c. Trash in paper bags not placed in a trash container with a tight-fitting lid

4. The term "General Common Elements" used in this policy is defined in the Declaration of the Capitol Park IV Condominium. These elements include "all that part of the property which is not within the boundaries of the individual condominium unit," and specifically include "the sidewalk, common paved areas, common court yards and common planting areas." The General Common Elements do not include those Common Elements which are agreed to be reserved for the exclusive use of certain Co-Owners; these are termed "Limited Common Elements." The limited Common Elements include "the yards, gardens, patios and balconies appurtenant to each Unit." (Relevant portions of the Declaration of the Capitol Park IV Condominium are cited here in brief; the reader is referred to the Declaration for complete definition of these terms.)

5. Any co-owner or resident having a valid reason for not being able to comply with these rules and regulations should write to the Board of Directors for special consideration.



### Bulk Trash Removal

1. Disposal of large items, such as dead trees and shrubs, moving boxes, discarded doors, window screens, rugs or other furnishings shall be referred to the Managing Agent for bulk collection. These items shall be allowed in the General Common Elements only on the day of collection as specified by the Management Agent.

Trash which will be removed at no cost to co-owners includes only articles of furniture and carpeting. All other items including appliances, debris from remodeling work, kitchen cabinets and any articles left by tenant-occupied units are excluded from this "no-cost" removal policy.

For a pick-up date call the Management Office. Articles must be at curbside for pick-up.

## PARKING RULES AND REGULATION

- I. Basis: These Rules and Regulations are based on the Declaration of the Capitol Park IV Condominium; Article IV, Para. B, Limited Common Elements: "The limited common elements shall mean and include those common elements which are agreed upon by all the co-owners to be reserved for the exclusive use of a certain number of Units and shall by this Declaration include the following:

(3) The parking space designated by the Board of Directors for each individual Unit which shall be for the exclusive benefit of the designated co-owner."

II. Rules and Regulations:

1. The Board of Directors shall assign specific parking space(s) to each unit; it shall make such assignments in accordance with adopted criteria.
2. One parking space shall be assigned to each unit of CPIV; a second space shall be assigned to each tandem unit. The allocation of these specific spaces to the specific parts of the tandem unit is delegated to the owner(s) of the tandem unit.
3. Swapping of parking spaces by co-owners, or the sub-lease of a parking space by a co-owner is a private arrangement between these parties and in no way constitutes a shift of the legal ownership of the property nor does it affect applicable easements or alter the applicability of these rules and regulations.
4. Trailers, commercial vehicles, truck-campers, mobile homes, boats, and any vehicle exceeding 20 feet in length, 6 ½ feet in width or 8 ½ feet in height may not be parked in Capitol Park IV, including assigned parking spaces.
5. Motorcycles, motorbikes and the like may not be parked on entrance ramps, sidewalks, grassed areas, paved courtyards, or passageways. They may be parked on the patios designated as a Limited Common Element by the Declaration provided such is properly secured to prevent the cycle from being visible from the Common Elements.
6. Parking in designated "fire lanes" and "No Parking" areas is prohibited.
7. Parking Spaces not required by assignments in accordance with Rule 2 shall be rented to co-owners or renters of CPIV units at a rate of \$35 per month. Assignments shall be on a "first come, first serve" basis. The Management Agent shall maintain a waiting list and advise those requesting the spaces as the opportunity arises. The waiting list was established at the 1976 Annual Meeting. Additions are made on a "first come, first on" basis.

8. "No Parking" areas are areas that if parked in would inhibit the entry or exit of vehicles, block sidewalks, or visually block oncoming traffic.

9. Vehicles without current license plates or which cannot be operated under their own power may not be parked in condominium parking spaces.

10. Only one vehicle per parking space is allowed.

11. No commercial vehicular maintenance operations are permitted.

12. No vehicular fluids such as engine oil, antifreeze or transmission fluid shall be disposed of on condominium property, including sewage and storm drain facilities. There are no legal means of disposing of such fluids on or through condominium property or co-owner residences.

### III. Enforcement

1. Co-owners are responsible for enforcing exclusive use of their assigned parking spaces.

2. All co-owners are authorized to make formal complaints for parking violations involving the "fire lanes", "no parking" areas, and their assigned parking spaces. Automobiles parked in unauthorized spaces can be ticketed by District of Columbia police, if co-owners wish to file a complaint. If you wish to take such action, call the First District Police Precinct (727-4655).

3. For continual violations, or cases when individual complaints have not been effective, the affected co-owner may petition the Board of Directors for assistance. The Board shall consider additional action.

## CAPITOL PARK IV CONDOMINIUM

## Parking Lot Assignments--By Address

HOUSE	LOT	SPACE	HOUSE	LOT	SPACE	HOUSE	LOT	SPACE	HOUSE	LOT	SPACE	HOUSE	LOT	SPACE
30	SE	32	124	Del.	10	242	G-W	10	620	NW	6	763	3rd	28
32	SE	31	126	Del.	9	242A	3rd	11	620A	NW	39	763A	3rd	45
34	SE	30	128	Del.	8	243	NW	63	622	NW	5	765	3rd	64
36	SE	29	130	Del.	7	244	G-W	9	622A	NW	40	765A	3rd	10
36A	NE	17	132	Del.	5	244A	3rd	9	624	NW	3	767	3rd	65
38	SE	28	132A	Del.	6	245	NW	62	624A	NW	41	767A	3rd	8
38A	NE	18	134	Del.	4	245A	NW	46	626	NW	2	769	3rd	55
40	SE	27	136	Del.	2	246	G-W	8	628	NW	1	771	3rd	37
40A	NE	19	136A	Del.	3	247	NW	61	700	3rd	18	773	3rd	36
42	SE	4	138	Del.	1	248	G-W	7	701	Del.	13	775	3rd	35
42A	SE	26	142	C-E	12	248A	3rd	24	702	3rd	19	800	3rd	73
44	SE	25	144	C-E	13	249	NW	60	703	Del.	14	800B	3rd	74
46	SE	24	146	G-E	14	250	G-W	6	704	3rd	20	801	Del.	57
46A	NE	1	148	G-E	15	251	NW	59	705	Del.	30	802	3rd	75
48	SE	23	150	G-E	16	251A	NW	45	706	3rd	21	803	Del.	63
50	SE	22	152	C-E	17	252	G-W	5	707	Del.	31	804	3rd	76
50A	SE	6	154	Del.	39	253	NW	58	707A	SE	3	805	Del.	56
51	NE	23	154A	Del.	22	253A	NW	44	708	3rd	22	806	3rd	77
51A	NE	25	156	G-E	18	254	G-W	4	709	Del.	40	807	Del.	62
52	SE	21	158	G-E	19	255	NW	57	709A	SE	5	808	3rd	78
52A	SE	7	158A	Del.	23	255A	NW	43	710	3rd	23	809	Del.	55
53	NE	33	160	C-E	20	256	G-W	3	711	Del.	42	810	3rd	79
53A	NE	26	160A	Del.	25	257	NW	56	712	3rd	30	811	Del.	61
54	SE	20	162	C-E	10	258	3rd	1	712A	3rd	46	812	3rd	67
54A	SE	8	162A	Del.	37	259	NW	55	713	Del.	43	812A	3rd	68
55	NE	31	164	C-E	9	260	3rd	13	714	3rd	31	813	Del.	54
56	SE	19	200	G-E	8	261	NW	9	715	Del.	44	814	3rd	69
56A	SE	9	200A	Del.	38	261A	NW	42	716	3rd	32	815	Del.	60
57	NE	30	201	NW	74	262	3rd	2	717	Del.	48	816	3rd	70
57A	NE	35	202	C-E	7	263	NW	10	718	3rd	33	816A	3rd	71
58	SE	18	203	NW	73	264	3rd	14	719	Del.	47	817	Del.	58
59	NE	29	204	G-E	6	264A	3rd	15	720	3rd	34	817A	Del.	59
60	SE	13	205	NW	72	265	NW	11	721	Del.	46	818	3rd	72
60A	SE	10	206	G-E	5	266	3rd	3	722	3rd	58	819	Del.	49
61	NE	28	207	NW	71	266A	3rd	4	723	Del.	45	820	3rd	80
61A	NE	34	208	G-E	4	267	NW	12	724	3rd	59	821	Del.	50
62	SE	14	209	NW	70	268	3rd	16	725	Del.	68	821A	Del.	51
63	NE	32	210	G-E	11	268A	3rd	17	725A	Del.	69	823	Del.	52
63A	NE	21	211	NW	79	269	NW	14	726	3rd	60	825	Del.	53
64	SE	15	212	G-E	3	270	3rd	5	727	Del.	66			
64A	SE	11	213	NW	78	271	NW	16	727A	Del.	67			
65	NE	27	214	G-E	2	272	3rd	6	728	3rd	61			
65A	NE	22	215	NW	77	273	NW	18	729	Del.	64			
66	SE	16	216	G-E	1	275	NW	19	729A	Del.	65			
66A	SE	12	217	NW	76	277	NW	4	730	3rd	62			
67	NE	10	218	C-W	1	277A	NW	53	731	Del.	41			
67A	NE	24	219	NW	75	279	NW	13	731A	3rd	66			
69	NE	9	220	C-W	2	281	NW	15	732	3rd	63			
71	NE	5	221	NW	84	281A	NW	52	733	Del.	36			
71A	NE	2	222	C-W	11	283	NW	17	733A	3rd	58			
73	NE	8	223	NW	83	283A	NW	51	735	Del.	35			
75	NE	6	224	G-W	12	285	NW	26	737	Del.	34			
75A	NE	3	225	NW	82	285A	NW	50	739	Del.	32			
77	NE	7	226	C-W	13	287	NW	27	741	Del.	33			
77A	NE	4	227	NW	81	287A	NW	49	741A	Del.	21			
100	Del.	15	228	G-W	14	289	NW	30	743	3rd	38			
102	Del.	16	229	NW	80	289A	NW	48	745	3rd	39			
104	Del.	17	230	G-W	15	291	NW	54	745A	3rd	40			
104A	Del.	18	231	NW	69	293	NW	00	747	3rd	41			
106	Del.	19	232	C-W	16	293A	NW	47	747A	3rd	41X			
108	Del.	20	233	NW	68	600	NW	29	749	3rd	42X			
110	Del.	24	234	G-W	17	602	NW	28	749A	3rd	42			
110A	SE	1	235	NW	67	604	NW	25	751	3rd	43			
112	Del.	26	236	G-W	18	606	NW	24	753	3rd	44			
114	Del.	27	237	NW	66	608	NW	23	753A	3rd	57			
116	Del.	28	238	G-W	19	610	NW	22	755	3rd	29			
118	Del.	29	239	NW	65	612	NW	21	757	3rd	27			
118A	SE	2	240	G-W	20	614	NW	20	759	3rd	26			
120	Del.	12	240A	3rd	12	616	NW	8	761	3rd	25			
122	Del.	11	241	NW	64	618	NW	7	761A	3rd	47			
			236A	3rd	7									

CAPITOL PARK IV CONDOMINIUM

Parking Lot Assignments--By Lot and Space

LOT	SPACE	HOUSE	LOT	SPACE	HOUSE	LOT	SPACE	HOUSE	LOT	SPACE	HOUSE	LOT	SPACE	HOUSE
NW	00	293	NW	71	207	3rd	56	733A	Del.	7	130	NE	9	69
NW	1	628	NW	72	205	3rd	57	753A	Del.	8	128	NE	10	67
NW	2	626	NW	73	203	3rd	58	722	Del.	9	126	NE	11	.
NW	3	624	NW	74	201	3rd	59	724	Del.	10	124	NE	12	.
NW	4	277	NW	75	219	3rd	60	726	Del.	11	122	NE	13	.
NW	5	622	NW	76	217	3rd	61	728	Del.	12	120	NE	14	.
NW	6	620	NW	77	215	3rd	62	730	Del.	13	701	NE	15	Lease
NW	7	618	NW	78	213	3rd	63	732	Del.	14	703	NE	16	
NW	8	616	NW	79	211	3rd	64	765	Del.	15	100	NE	17	36A
NW	9	261	NW	80	229	3rd	65	767	Del.	16	102	NE	18	38A
NW	10	263	NW	81	227	3rd	66	731A	Del.	17	104	NE	19	40A
NW	11	265	NW	82	225	3rd	67	812	Del.	18	104A	NE	20	Service
NW	12	267	NW	83	223	3rd	68	812A	Del.	19	106	NE	21	63A
NW	13	279	NW	84	221	3rd	69	814	Del.	20	108	NE	22	65A
NW	14	269	3rd	1	258	3rd	70	816	Del.	21	741A	NE	23	51
NW	15	281	3rd	2	262	3rd	71	816A	Del.	22	154A	NE	24	67A
NW	16	271	3rd	3	266	3rd	72	818	Del.	23	158A	NE	25	51A
NW	17	283	3rd	4	266A	3rd	73	800	Del.	24	110	NE	26	53A
NW	18	273	3rd	5	270	3rd	74	800B	Del.	25	160A	NE	27	65
NW	19	275	3rd	6	272	3rd	75	802	Del.	26	112	NE	28	61
NW	20	614	3rd	7	236A	3rd	76	804	Del.	27	114	NE	29	59
NW	21	612	3rd	8	767A	3rd	77	806	Del.	28	116	NE	30	57
NW	22	610	3rd	9	244A	3rd	78	808	Del.	29	118	NE	31	55
NW	23	608	3rd	10	765A	3rd	79	810	Del.	30	705	NE	32	63
NW	24	606	3rd	11	242A	3rd	80	820	Del.	31	707	NE	33	53
NW	25	604	3rd	12	240A	G-W	1	218	Del.	32	739	NE	34	61A
NW	26	285	3rd	13	260	G-W	2	220	Del.	33	741	NE	35	57A
NW	27	287	3rd	14	264	G-W	3	256	Del.	34	737	SE	1	110A
NW	28	602	3rd	15	264A	G-W	4	254	Del.	35	735	SE	2	118A
NW	29	600	3rd	16	268	G-W	5	252	Del.	36	733	SE	3	707A
NW	30	289	3rd	17	268A	G-W	6	250	Del.	37	162A	SE	4	42
NW	31	.	3rd	18	700	G-W	7	248	Del.	38	200A	SE	5	709A
NW	32	.	3rd	19	702	G-W	8	246	Del.	39	154	SE	6	50A
NW	33	.	3rd	20	704	G-W	9	244	Del.	40	709	SE	7	52A
NW	34	.	3rd	21	706	G-W	10	242	Del.	41	731	SE	8	54A
NW	35	Lease	3rd	22	708	G-W	11	222	Del.	42	711	SE	9	56A
NW	36	.	3rd	23	710	G-W	12	224	Del.	43	713	SE	10	60A
NW	37	.	3rd	24	248A	G-W	13	226	Del.	44	715	SE	11	64A
NW	38	.	3rd	25	761	G-W	14	228	Del.	45	723	SE	12	66A
NW	39	620A	3rd	26	759	G-W	15	230	Del.	46	721	SE	13	60
NW	40	622A	3rd	27	757	G-W	16	232	Del.	47	719	SE	14	62
NW	41	624A	3rd	28	763	G-W	17	234	Del.	48	717	SE	15	64
NW	42	261A	3rd	29	755	G-W	18	236	Del.	49	819	SE	16	66
NW	43	255A	3rd	30	712	G-W	19	238	Del.	50	821	SE	17	Service
NW	44	253A	3rd	31	714	G-W	20	240	Del.	51	821A	SE	18	58
NW	45	251A	3rd	32	716	G-E	1	216	Del.	52	823	SE	19	56
NW	46	245A	3rd	33	718	G-E	2	214	Del.	53	825	SE	20	54
NW	47	293A	3rd	34	720	G-E	3	212	Del.	54	813	SE	21	52
NW	48	289A	3rd	35	775	G-E	4	208	Del.	55	809	SE	22	50
NW	49	287A	3rd	36	773	G-E	5	206	Del.	56	805	SE	23	48
NW	50	285A	3rd	37	771	G-E	6	204	Del.	57	801	SE	24	46
NW	51	283A	3rd	38	743	G-E	7	202	Del.	58	817	SE	25	44
NW	52	281A	3rd	39	745	G-E	8	200	Del.	59	817A	SE	26	42A
NW	53	277A	3rd	40	745A	G-E	9	164	Del.	60	815	SE	27	40
NW	54	291	3rd	41	747	G-E	10	162	Del.	61	811	SE	28	38
NW	55	259	3rd	41X	747A	G-E	11	210	Del.	62	807	SE	29	36
NW	56	257	3rd	42X	749	G-E	12	142	Del.	63	803	SE	30	34
NW	57	255	3rd	42	749A	G-E	13	144	Del.	64	729	SE	31	32
NW	58	253	3rd	43	751	G-E	14	146	Del.	65	729A	SE	32	30
NW	59	251	3rd	44	753	G-E	15	148	Del.	66	727			
NW	60	249	3rd	45	763A	G-E	16	150	Del.	67	727A			
NW	61	247	3rd	46	712A	G-E	17	152	Del.	68	725			
NW	62	245	3rd	47	761A	G-E	18	156	Del.	69	725A			
NW	63	243	3rd	48		G-E	19	158	NE	71	46A			
NW	64	241	3rd	49		G-E	20	160	NE	2	71A			
NW	65	239	3rd	50		Del.	1	138	NE	3	75A			
NW	66	237	3rd	51		Del.	2	136	NE	4	77A			
NW	67	235	3rd	52		Del.	3	136A	NE	5	71			
NW	68	233	3rd	53		Del.	4	134	NE	6	75			
NW	69	231	3rd	54		Del.	5	132	NE	7	77			
NW	70	209	3rd	55	769	Del.	6	132A	NE	8	73			

## DOG POLICY

The following CPIV policy regarding dogs is proposed in response to numerous complaints that some co-owners are allowing their dogs to roam free and to defecate and cause other nuisance without restraint. The policy assumes that any proposals to ban dogs entirely are impractical and even unfair, and that the more reasonable and neighborly approach is to try to persuade dog owners to handle their pets in such a way as not to cause offense or inconvenience.

Toward that end the Board has agreed upon the following:

1. Under both CPIV policy and D.C. law, dogs taken out of doors must be kept on a leash. Further, by CPIV policy (and CPII) owners must walk their dogs in the designated special areas. Owners who do not walk their dogs in the designated areas will be responsible for disposal of their dogs' droppings. The designated areas are the traffic circles and the area immediately south and alongside the freeway.
2. The fact that the Board allows co-owners to have fences does not change the fact that the property remains the property of the condominium. That being the case, a fenced-in area, as well as the General Limited Common Elements, may not be used for keeping a dog, or any other animal, in any manner.
- 3 To help enforce the above, co-owners will be asked to remind their neighbors of the existing policy when they witness a violation and will be asked to report to the Board any co-owner who persists in allowing his or her dog to roam free and cause a nuisance or who uses a fenced-in area as a kennel.
4. Upon receipt of the first such complaint against a co-owner, the Board member in whose "section" or area the offending co-owner lives will telephone or call upon the co-owner and seek to resolve the situation.
5. Upon receipt of a further complaint, the Board will notify the co-owner of the complaint through a letter signed by the President of the Board.
6. If this approach fails, the Board will send a letter to the Police Department, with a copy to the offending co-owner, outlining the problem and requesting the police to intervene as they find appropriate.
7. Dogs who owners do not live in CPIV should not be allowed to roam on CPIV property. Such infringements should be reported to the Board and accompanied by as much information as possible about the dog's owner.
8. The above information will be presented in "Door to Door" and the editor will be asked to publish further reminders of the CPIV Dog Policy on a regular basis.



## GROUNDS MAINTENANCE AND LANDSCAPING POLICY

This policy provides a definition of grounds maintenance and landscaping guidelines for CPIV co-owners.

Funds budgeted for landscaping and grounds maintenance will be allocated to specific tasks in accordance with a priority list established by the Board of Directors. In general, funds will be first allocated to those tasks which benefit the greatest number of co-owners, and do the most to improve the general appearance of CPIV, and then to other, less important tasks which have a more limited benefit. Tasks will be scheduled in accordance with this list until budgeted funds are exhausted.

Major trees and shrubs will be planted in the general common area in accordance with an overall planting schedule. With the assistance of local tree experts, the landscaping committee has identified varieties of trees which should do well in CPIV. (These include the Bradford Kaloree Pear, Evergreen Magnolia, Willow Oak, the Virginia Juniper). These trees are generally resistant to air pollution damage, pests, disease, drought, and require minimum maintenance.

Grounds maintenance will be provided by a contractor as indicated in the attached Grounds Maintenance Schedule. This schedule defines the level of services desired by CPIV; it is the agreement between the contractor and the CPIV Board of Directors. Co-owners are not permitted to make any changes to the schedule, nor can the contractor accept any changes without the approval of the CPIV Board of Directors.

Co-owners may participate in the landscaping and maintenance of common areas as outlined in the CPIV Landscaping Guidelines. These guidelines are written to encourage, but not require, co-owner participation. However, with co-owner participation, it will be possible to accomplish landscaping improvements which otherwise could not be completed within the available budget.

Approval for landscaping which is at variance with the guidelines may be obtained by submitting a plan to the Board of Directors. The plan should indicate the types of trees and shrubs you desire to plant, any structural changes or modifications you desire, and when you would like to begin the work. Approval will be based on the impact to overall CPIV appearance, and special maintenance burdens the shrubs or trees you desire may impose on CPIV now or after you sell and leave CPIV. Bulbs and small flowering annuals and perennials are excluded from approval requirements.

## LAWN CARE

WHEN	FREQUENCY	TASK	SPECIFICATION
1. March	Once a Year	Test soil in lawn area. Correct Soil.	Five (5) locations per map Ph less than 5.5 add calcium carbonate; Ph greater than 8.3 add gypson 20-10-10 slow release @indicated rate Sun areas – KY 31 Shade areas – Redtop @ 1 lb. per 1,000 sq. ft.
2. Growing Season	As required	Cut grass	Maintain even and neat appearance. Prevent grass spray on buildings, cars. Remove excess accumulation of grass clippings.
3. Growing Season	Every grass cutting	Remove grass clippings from non-grass areas	Includes walks, curbs, parking areas and open patios.
4. June & September	Twice a year	Trim and edge grass areas	Includes all walks, curbs, plant areas.
5. October	Once a year	Fertilize, rake and seed	Same as #1 above.



### TREE AND PLANT MAINTENANCE

WHEN	FREQUENCY	TASK	SPECIFICATION
1. February	Once a Year	Trim and prune non-flowering trees and shrubs. (No topping)	Maintain “natural style” Remove: 1. Weak, diseased & dead branches up to a height of 18 ft. 2. Suckers 3. Branches which interfere with passage and street lights. 4. Branches that hit windows.
2. Spring – Fall	On Call	Remove dead trees	“On Call” at negotiated cost.
3. May, July, September	Three times a year	<u>Trim and shape Holly</u>	<u>Gradually correct existing shape to pyramid shape.</u>
4. May, June, July	Six times a year	Trim and shape hedges	All except Holly (pyramid shape where possible)
5. March/April	Once a year	Trim/prune all cherry & apple trees in indicated 1/3 of CPIV	Remove: branches as #1 above – thin, internal branches Remove: 12-20 inches from end of all cherry tree limbs Remove all debris.
6. <u>Spring Prior to April 30<sup>th</sup></u>	<u>Once a year</u>	<u>Fertilize shrubs</u>	<u>Contractor to specify fertilizer for each type of shrub and quantities.</u>
7. <u>Spring Prior to April 30<sup>th</sup></u>	<u>Once a year</u>	<u>Root Feeding of all Flowering Trees</u>	<u>Deep Root Feed – 1 lb. of fertilizer/inch of trunk diameter.</u> <u>Apply at drip line of tree.</u> Location and number of trees to be specified by condominium and cost per tree to be negotiated.

## MISCELLANEOUS

WHEN	FREQUENCY	TASK	SPECIFICATION
1. All year (Friday)	Twice a week; minimum once.	Police area, remove trash and debris	Common areas including walks, parking, lawn and plant areas.
2. All year (Friday)	Once a week	Clean carpeted walkways	
3. June	Once a year	Remove plant materials from cracks in walks, roadway, curbs.	Use herbicide.
4. Nov. – 1 <sup>st</sup> Fall Dec. – 2 <sup>nd</sup> Week Jan. – 2 <sup>nd</sup> Week	Three times total	Rake and remove leaves	Parking lots, roadways, curbs, and five common patio areas to be swept each time.
5. October	Once a year	Remove icy (clinging vines) from buildings	Limited to new growth from ground cover areas. Does not include existing major stands.
6. Winter	On call	Snow Removal	Provide service “on call” at hourly rate.
7. Summer	On call	Watering lawn, plant areas	Provide service “on call” at hourly rate.
8. Spring-Fall	Twice a year	Remove indicated dead plants	Replacement plants excluded.
9. March/November	Twice a year	Mulch plant areas	Remove minimum weeds and debris and fork depth pine bark and 2” mulch on all new ground cover beds and all other shrub beds. Shredded pine bark 100 +100 yards per year (Holly and Lingustrum beds)
10. March, April, June, July, August & September	Six times a year	Sweep all parking lots, roadways, curbs	Remove all debris, including leaves, sand, gravel, mud, debris, etc.
11. April, May, June, July, August & September	Six times a year	Remove weeds from plant areas	Use herbicides such as Treflan o.k. <u>Do all common areas.</u> <u>Areas with special maintenance problems to be replaced with low</u> <u>maintenance plants at either co-owner or condominium expense.</u>

### TREE AND PLANT SPRAYING

WHEN	FREQUENCY	TASK	SPECIFICATION
1. Late January Late February	Twice a Year	Spray all cherry trees	Dormant oil spray at indicated rate.
2. Once a month May thru September	Five times a year	Spray all trees and shrubs	Malithion or equivalent at indicated rate.
3. On call	On call	Spray for special occasions.	Provide service on all for each task at a negotiated cost.

## CPIV LANDSCAPING GUIDELINES

### AREA: **GENERAL COMMON AREA**

DEFINITION: All CPIV Common Area not included below.

MAINTENANCE RESPONSIBILITY: CPIV per Grounds Maintenance Schedule and Priority List.

#### GUIDELINES:

- Landscaping may not be altered by co-owners without approval of the Board.
- Co-owners may, and are encouraged to perform minor maintenance tasks, (watering, trash removal, etc.)

### AREA: **CONTIGUOUS COMMON AREA**

DEFINITION: The common area immediately adjacent to and contiguous with a townhouse. Generally limited to the areas between a townhouse and an immediate walk, building, or hedge. Does not extend past a patio area.

MAINTENANCE RESPONSIBILITY: CPIV per Grounds Maintenance Schedule and Priority List.

#### GUIDELINES:

- Landscaping changes may be made by co-owners without approval of the Board of Directors.
- All shrubs must be selected from the “Hardy Shrubs for the Capitol Park area” list.
- Existing shrubs (not trees) may be removed.
- No major structural addition or modification (fences, walks, walks, etc.) or service modifications (water, lighting) may be included.
- Expenses for these changes are to be borne by the co-owner.
- Co-owners are encouraged to collaborate with affected co-owners prior to beginning a landscaping task to insure that the proposed change is seen by all as an improvement.
- When dormant spray is applied to an enclosed tree (in February), it is co-owner’s responsibility to protect plants in the patio area from over-spray and dripping, or to wash the affected plants afterwards. Notification of spraying will be made 1-2 weeks prior.

### AREA: **CLOSED PATIO AREAS**

DEFINITION: A patio area which is separated from the common areas by a fence, hedge, shrubs, or location and because access from the common area is restricted and is generally available only to the co-owner.

MAINTENANCE RESPONSIBILITY: Co-owner except as noted in the Grounds Maintenance Schedule.

#### GUIDELINES:

- Co-owners shall maintain closed patio areas in a neat, clean, orderly fashion at his expense. Prolonged storage of non-patio items is prohibited.
- Landscaping changes may be made without restriction to plant selection or garden layout. Restrictions regarding modifications to CPIV structures, fences, and patios apply. Plants which will exceed 15 feet in height in 10 years require Board approval prior to planting.

- Co-owner will provide access for scheduled tree spraying and pruning. Notification will be made 1-2 weeks prior to the date of service. If access is not provided at the appointed time, the co-owner will be billed for the cost of a revisit when dormant spray is applied to an enclosed tree (in February). It is the co-owner's responsibility to protect the plants in the patio area from over-spray and dripping or to wash the affected plants afterwards. CPIV will not be responsible for the damage or the loss of any plants.
- Proposed landscaping changes which do not comply with the above guidelines require approval of the Board of Directors. (Contact the Landscaping Committee first).
- Co-owners may request the property manager to perform special landscaping or maintenance services (special trimming or pruning, landscaping, etc.). Any additional cost for such services will be borne by the co-owner.

**AREA: OPEN PATIO AREAS**

**DEFINITION:** A patio area which has easy access to the common area

**MAINTENANCE RESPONSIBILITY:** CPIV per the Grounds Maintenance Schedule.

**GUIDELINES:**

- The guidelines for Contiguous Common Areas apply to open patio areas.
- Co-owners shall maintain the open patio area in a neat, clean, orderly fashion. Prolonged storage of non-patio items is prohibited.
- CPIV maintenance is limited to cutting and trimming existing grass, maintenance of existing trees and shrubs, and minor tasks to maintain a neat orderly appearance. In general, new grass or shrubs will not be planted in open patio areas by CPIV.

## FENCE INFORMATION

### I. BOARD OF DIRECTORS POLICY ON ENCLOSURES

1. Enclosures may be erected or otherwise installed only after receipt of written approval by the Board of Directors. All applications for such approval must be in writing addressed to the Board and should be mailed or delivered to the Board of Directors. The Board of Directors will promptly evaluate all such written properly documented, do-owner applications.
2. Applicant co-owners must obtain, complete and adhere to all government of the District of Columbia permit requirements and restrictions.
3. The Board of Directors will forward copies of applications to co-owners whose units are adjacent (abutting) the applicant's unit and to the Management Agent to afford them an opportunity to provide their written comments on the application to the Board within ten days of their notification.
4. The Board will refer applications and pertinent written comments to the Public Works Committee for evaluation/recommendation in accordance with its charter.
5. The listing of factors entitled "Matters to be Considered when Evaluating Enclosures" (Section III) will form the basis of all evaluations of enclosures undertaken by the Board of Directors or its subordinate committees.
6. The Board of Directors reserves the right to stipulate removal and/or relocation of shrubs, bushes, trees and/or other plantings to areas and locations of its choice, completely or partially at the expense of the applicant co-owner as a condition of approval of the co-owner's application or as a result of evaluating an existing enclosure as described in paragraph 4 above.
7. The Board of Directors reserves the right to condition its approval of enclosure applications upon co-owner acceptance of full financial responsibility for proper maintenance of the enclosure (to structural and aesthetic standards established by the Board from time to time) and for proper maintenance of all landscaping within the enclosure.
8. The Board of Directors will condition its approval of enclosure applications upon co-owner agreement to provide free and prompt entry within such enclosures to the Board, its representatives, the Management Agent and its employees or agents for purposes deemed appropriate by the Board. In addition, in the case of units having outside water faucets, Board approval of such applications will be conditioned upon co-owner agreement to provide free and prompt entry to other co-owners and residents (as well as those persons specified in the preceding sentence) seeking access to said faucets.

9. The Board of Directors approval of enclosure applications will in no way alter land, structure, or facility ownership, nor will approval alter the burdens, benefits or extent or applicable easements.

## II. ENCLOSURE RULES AND REGULATIONS

1. APPROVALS: No enclosure may be procured, erected or altered without prior written approval of the Board of Directors.

2. APPLICATIONS: Enclosure Applications shall be prepared and submitted in writing in accordance with Enclosure Application procedures published by the Board of Directors.

3. PERMITS: Co-owner applicants shall be responsible for obtaining, completing and otherwise processing such permits as may be required by the Government of the District of Columbia.

4. STRUCTURAL DESIGN (GENERAL): Wooden fence enclosures will be reviewed for structural adequacy on a case by case basis. Dimensional line drawings of fences of commonly acceptable design are included.

5. STRUCTURAL DESIGN (SPECIFIC): The following selected specifications augment the general design criteria discussed in paragraph 4 above:

a. Intermediate fence posts shall be imbedded not less than three feet into supporting soil and tapped in place.

b. Gate posts shall be imbedded not less than three feet into supporting soil and shall be provided with concrete bases not less than two feet deep and one foot in diameter.

c. All nails, spikes, bolts and other fastening shall be galvanized.

d. All wood members imbedded in, touching or located within two inches of the ground or concrete shall be pentachlorophenol-treated.

e. All materials used shall be new or in new condition and shall be commercial grade or better and suitable for exposed exterior use.

6. FINISH: White Paint only.

7. STRUCTURAL INDEPENDENCE: No enclosure may be in any way attached to or require support from trees, shrubs, lamp posts, sign posts or the exterior wall of a dwelling unit.

8. CLEARANCE FROM DWELLING: In order to prevent the possible spread of fire, rot or termites and to allow for proper exterior maintenance of buildings, no wooden fence or masonry wall

type enclosure shall be erected within six inches of condominium structures. Co-owners who envision containment or exclusion problems deriving from this regulation may propose galvanized expanded metal filler pieces touching, but in no way affixed to dwelling exterior walls.

9. ELECTRICAL WIRING: No electrical wiring may be incorporated in or affixed to enclosures without prior approval of the Board of Directors.

10. GAS AND WATER: No gas or water piping, tubing, hoses or fittings may be incorporated in or affixed to enclosures without prior approval of the Board of Directors.

11. DRAINAGE: Enclosures which block, restrict or deleteriously re-channel drainage water to drainage structures and systems will not be approved.

12. GATES: All gates must open inward.

13. BARBED WIRE: Barbed wire is prohibited.

14. ENCLOSURES OTHER THAN WOODEN FENCES: Proposals for enclosures other than wooden fences shall be reviewed on a case by case basis and shall be subject to all enclosure rules and regulations not specifically related to the physical or aesthetic properties of wood.

15. Rights served and conditions imposed in any Board of Directors enclosure approval letter or stipulated in the Board's policy on enclosures shall constitute addenda to the above rules and regulations.

### III. MATTERS TO BE CONSIDERED WHEN EVALUATION ENCLOSURES

1. The rights, security and sensibilities of:

- a. The Council of Co-owners as a whole;
- b. The co-owners whose units abut the same Common Element area; and,
- c. The co-owners whose units abut the enclosure under consideration.

2. The reason for and/or use and purpose of the enclosure, as proposed in the co-owner's application and, alternative means and methods of recognizing such factors.

3. The architectural and aesthetic appearance and integrity of:

- a. The enclosure under consideration;
- b. The structures, plantings and vistas adjacent thereto; and,
- c. The local common areas and special common walks adjacent thereto.

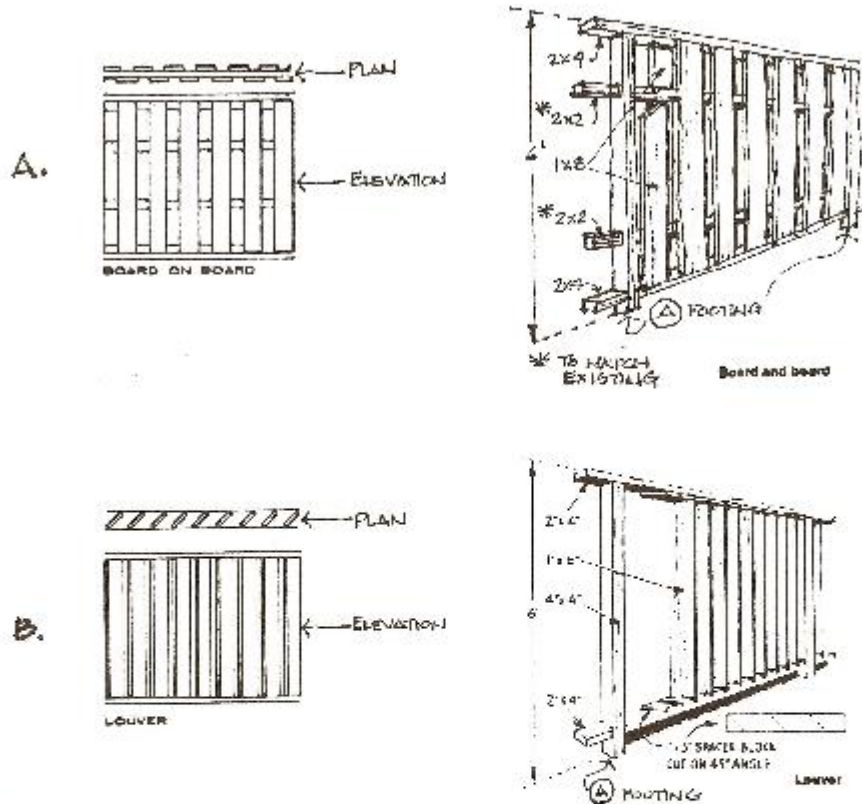


4. The structural integrity, strength, durability, maintainability, resistance to insects and rot, safety and other engineering aspects of the proposed enclosure and its foundation, materials, hardware, accessories and finish.
5. The potential impact of the proposed enclosure on the methods and means of collecting trash, performing maintenance, removing snow, moving, pruning, and cultivating plantings and performing other tasks associated with proper management, operation and maintenance of the condominium by the Management Agent, contractors and public agencies.
6. The specific dimensions of the proposed enclosure and the exact (dimensional) location of its proposed installation.
7. The benefits and burdens of easements in the immediate area and the location of pipes, cables and the like within or beneath such easements.
8. Elements of the vendors' quotes, bid or unexecuted contract, as submitted by the applicant co-owner, including:
  - a. Bill of materials to be furnished;
  - b. Scope of work to be performed;
  - c. Quality of workmanship to be provided;
  - d. Clarify and completeness of specifications and drawings;
  - e. Associated catalog cuts or brochures; and,
  - f. The price quoted.
9. Permit requirements, restrictions and responsibilities established by the Government of the District of Columbia.

FENCE INFORMATION ADDENDUM  
SECTION M

1. Fences will only be constructed with cedar wood.
2. If an owner adds on to an already existing, Association maintained fence, the entire structure will become the financial responsibility of the owner. The once Common Element fence maintained by the Association will cease to exist, and the owner will become responsible for the maintenance of the new fence structure.
3. The owner should engage a qualified fence contractor to construct any new fence. Contacts for contractors can be obtained from the on-site management office.
4. When constructing new fences or other enclosures, it is encouraged to use manual post-hole diggers and not any electric machinery to dig support holes. Not only do these electronic devices pose a threat to the owner if used improperly, they can also result in uneven fence heights that are more prone to settlement over time. Our community has numerous buried cables and pipes throughout the property and the use of manual post-hole diggers will ensure that these cables and pipes are not damaged.
5. Within 30 days of completion of any new fence, a two (2) member independent committee comprised of one (1) board members and one (1) resident owner will formally approve the completed structure as it pertains to the Section M of the Capitol Park IV Rules and Regulations. If the newly constructed fence is not in compliance, the owner will have to, at his own expense, bring the fence into compliance. If the fence is not in compliance within 15 days of the inspection, the Association reserves the right to hire a contractor to fix the fence and bill the owner for any expenses incurred.

## IV. ACCEPTABLE FENCE STYLES



## V. GATE DESIGN

### GATES

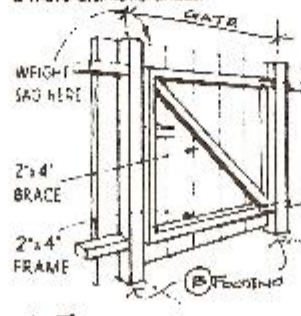
No discussion of fences is complete without some mention of gates. With a few basics in mind, design and construction of a gate is relatively simple.

Gate posts should be sturdier than fence posts because of the extra strain to which they are subjected.

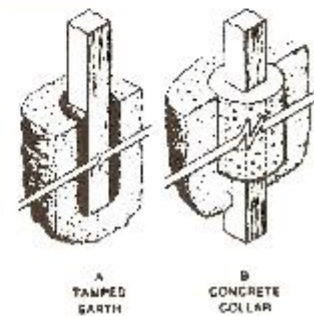
Latches, hinges, and fastenings should be corrosion resistant and heavy-duty.

Build your gate at least 3 feet wide. Allow about 1/2-inch clearance between the gate and the latchpost so it will swing clear. And it should not swing uphill.

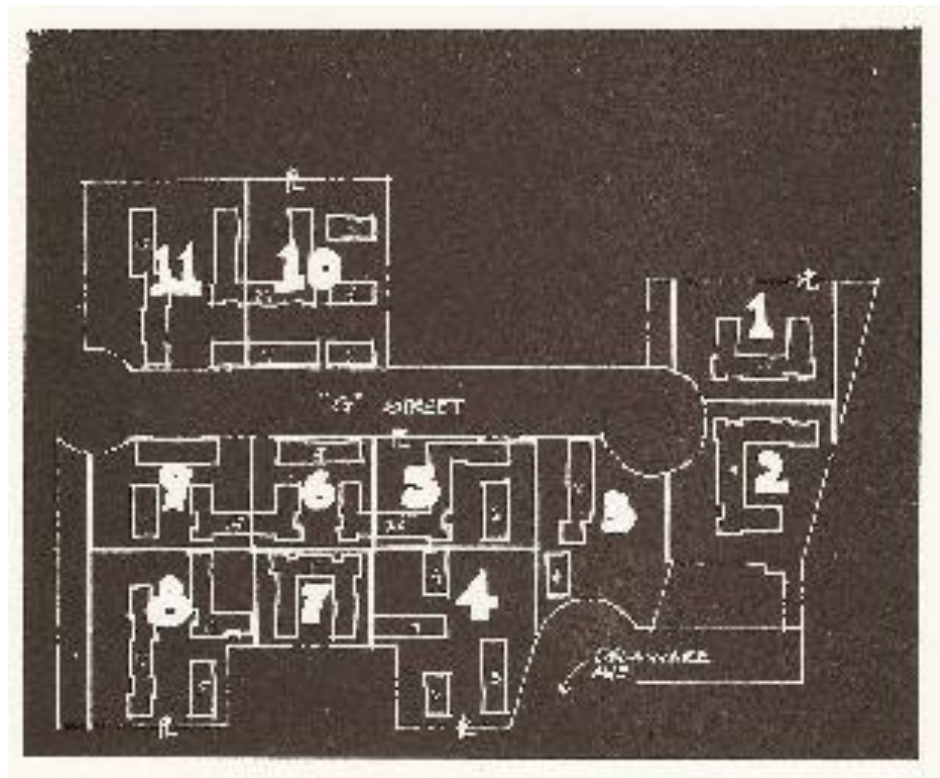
Design of the gate can repeat the fence pattern, or provide relief from it. It can be flush with the plane of the fence to create an unobtrusive entry. Or it can be recessed several feet for a more dramatic effect.

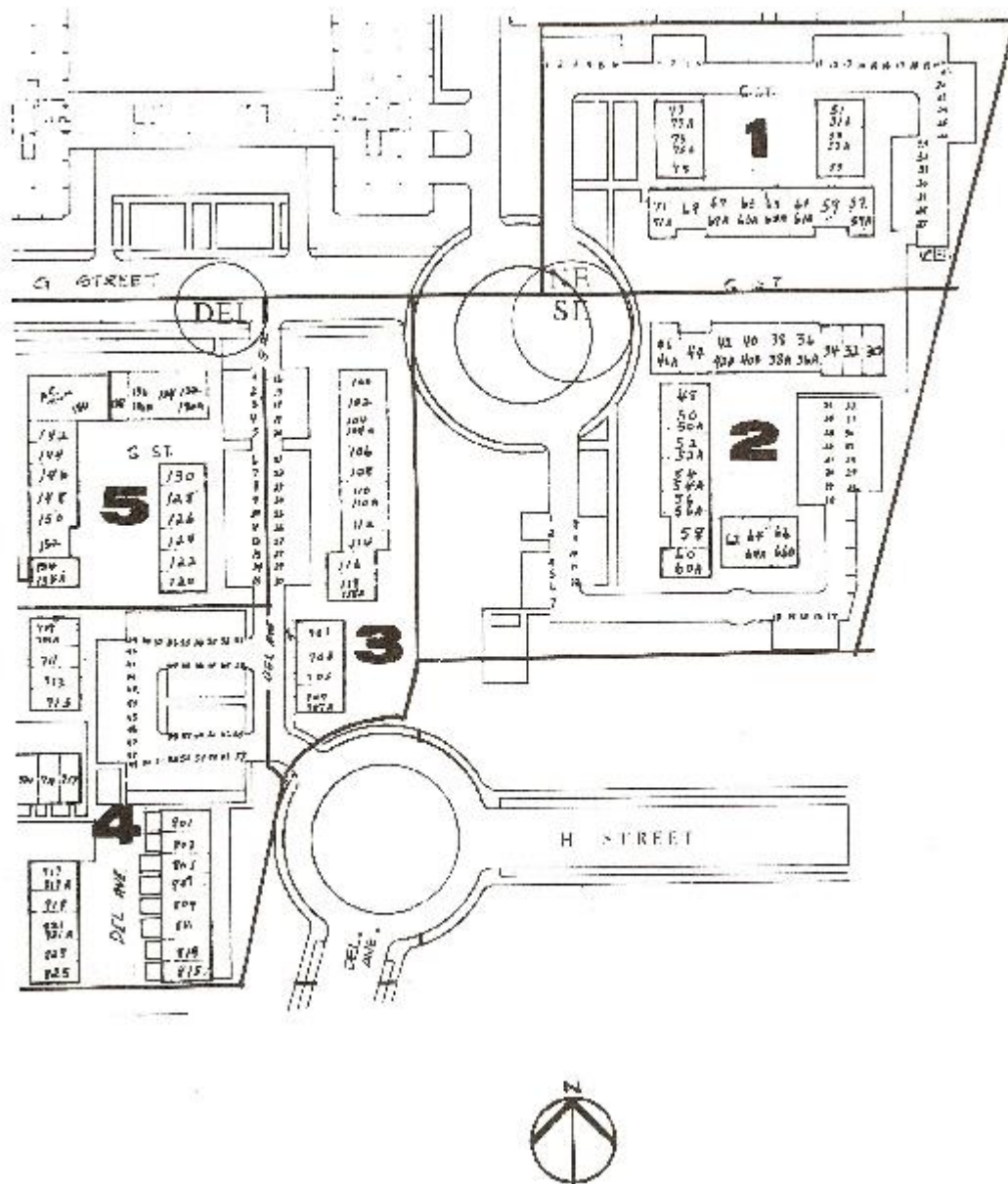


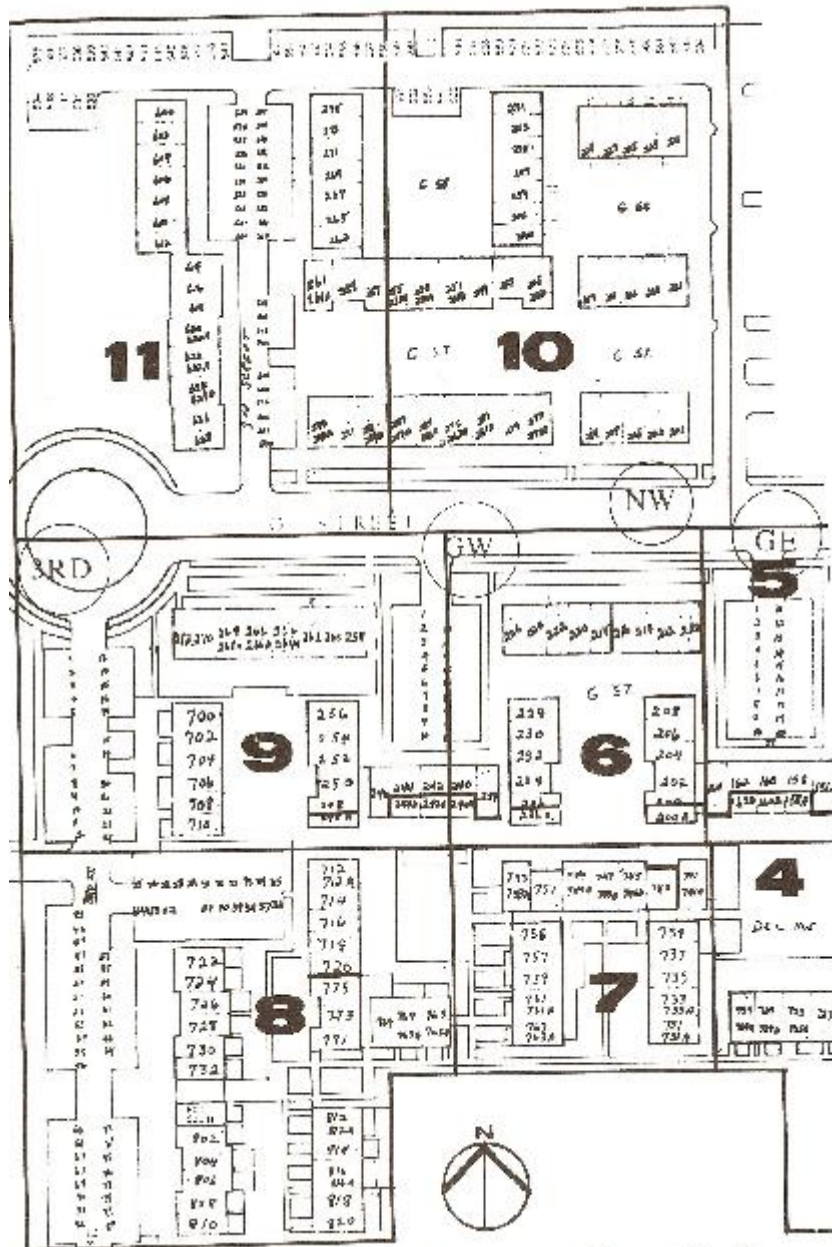
### POST FOOTINGS



CAPITOL PARK IV SECTIONS







## SOUTHWEST REFERENCES

(Sources for information about Capitol Park and Southwest Washington, DC)

American Institute of Architects, Washington Chapter. 1965. A Guide to the Architecture of Washington, D.C. New York: Praeger.

Davidson, Charity Vanderbilt. 1976. "Southwest (Waterfront Urban Renewal Area)" in Washington on Foot. Washington: American Institute of Planners.

Green, Constance McLaughlin. 1962. Washington: A History of the Capitol, 1800-1950. Princeton: Princeton U.P.

Groves, Paul A. 1975. "The Development of a Black Residential Community in Southwest Washington: 1860-1897." Records of the Columbia Historical Society. Pp. 260-275.

Hansen, Carl F. The Amidon Elementary School. Englewood Cliffs: Prentice-Hall. 1962.

Lansing, John B. et al. 1979. Planned Residential Environments. Ann Arbor: Institute for Social Research, University of Michigan.

Lowe, Jeanne R. 1967. Cities in a Race with Time: Progress and Poverty in America's Renewing Cities. New York: Random House.

Thursz, Daniel. 1966. Where are they Now? A Study of the Impact of Relocation on former Residents of Southwest Washington... Washington, D.C.: Health and Welfare Council of the Capitol Area.

Van Eckardt, Wolf. 1967. A Place to Live. New York: Delcorte Press.

Ward, Richard F. 1978. South and West of the Capitol Dome. New York: Vantage Press.