



HILLANDALE
HOMEOWNERS ASSOCIATION

HOMEOWNER'S MANUAL

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THIS EDITION IS CURRENTLY BEING UPDATED.

TABLE OF CONTENTS

	INTRODUCTION.....	3
I.	APPLICABILITY.....	3
II.	DAILY USE OF HOME.....	4-5
	General Use	
	Office & Commercial Use	
	Signage & Advertising	
	Tenants & Leases	
	Offensive Activity & Behavior	
	Storage	
III.	COMMUNITY ACCESS.....	6-7
	Residents	
	Gatehouse Procedure	
	Visitors & Guests	
IV.	PARKING PROCEDURES.....	8
	No Parking Zones	
	Visitors & Guests	
	Commercial Vehicles	
	Vehicle Storage	
	Zone 2 Parking Permit	
V.	TRASH REMOVAL.....	9
	When & How	
	Recycling	
	Bulk Trash	
	Hazardous Items	
VI.	CABLE TELEVISION SERVICE.....	10
	Bulk Service Agreement	
	Antennae & Satellite Dishes	
VII.	AMENITIES.....	11-16

Common Area
 Hillside
 Ponds
 Tree Preservation Area
 Swimming Pool
 Tennis Courts
 Tot Lot

VIII.	MAINTENANCE & REPAIRS..... Homeowner Responsibilities Association Responsibilities	17
IX.	EXTERNAL HOME MODIFICATIONS..... The Architectural & Covenant Control Committee Modification & Renovation Application Process Modifications Requiring Management Approval Modifications Requiring A/CCC Approval Modifications Requiring Board Approval General Prohibitions	18-21
X.	PETS.....	22
XI.	LANDSCAPE.....	23
XII.	MOVE IN/MOVE OUT..... When Where to Park Boxes & Packing Materials	24
XIII.	ADMINISTRATION..... Comments & Concerns Resale Packet Contact Information Other Important Telephone Numbers	25

INTRODUCTION

This manual is designed to set forth rules and regulations of the Hillandale Homeowners Association (HHOA). The information is being provided in a user-friendly format and should be treated as a guideline; it does not replace the Association's formal By-Laws or Declaration of Covenants.

I. APPLICABILITY

The By-Laws of the Hillandale Homeowners Association, Inc. Article VII, Section 1(a), empowers the Board of Directors to adopt and publish rules and regulations governing the use of the Common Area and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

Wherever in the following regulations reference is made to "Owner", such terms shall apply to the owner of any unit, to his or her family, tenants whether or not in residence, servants, employees, agents, visitors and to any guests, invitees or licensees of such owner, his or her family or tenant of such owner.

The Association reserves the right to alter, amend, modify or revoke any regulation not otherwise specifically stated in the Covenants, Conditions or Restrictions and any consent or approval given hereunder at any time by resolution of the Association or the Board of Directors.

II. DAILY USE OF HOME

GENERAL USE

The homes in Hillandale are to be used for residential purposes (Covenant Article VI, Section 1).

OFFICE & COMMERCIAL USE

Homes may be used for professional office purposes, so long as such use does not adversely effect the general use of the common areas, particularly with respect to parking (Covenant Article VI, Section 1). Apart from the above exceptions, residences may not be used for any other non-residential activities or business whether commercial or manufacturing, mercantile, storing or vending (Covenant Article VI, Section 2).

SIGNAGE & ADVERTISING

No signs or billboards, including political signs, which are publicly visible, may be displayed on any residence or lot. This includes signs advertising a property for sale or rent; however directional signage is permitted during those hours that an open house is conducted (Covenant Article VI, Section 3).

TENANTS & LEASES

Any lease agreement between an owner and a lessee must provide that the lease is subject in all respects to the rules and regulations of the Association, and that failure to comply with those rules and regulations will cause a default under the lease. Owners are responsible for providing lessee(s) with a copy of all Association rules & regulations and are required to take corrective action against lessee(s) in response to any violation of said rules & regulations. All leases must be in writing and must be for a period of no less than six (6) months (Covenant Article VI, Section 23). All leases must be filed with the management office. The Association has the right to review leases to ensure compliance with the Association rules & regulations.

All houses in Hillandale shall be single-family dwellings, as provided for in Covenant Article VI, Section 1, and in the District of Columbia Zoning Regulations. No house shall be used as a rooming house, boarding house, bed and breakfast, tourist home, private club, guest house, inn, hostel or tenement house. The Zoning Regulations of the District of Columbia provide that a rooming house is a building that provides sleeping accommodations on a monthly or longer basis for three (3) or more persons who are not members of the immediate family of the person occupying the building. Each owner is responsible for complying with all District of Columbia laws, regulations and requirements concerning the leasing of property. The number of vehicles for any leased property may not exceed the number of off-street parking spaces for that property.

OFFENSIVE ACTIVITY & BEHAVIOR

Owners are entitled to the quiet and aesthetic enjoyment of their homes; any activities that unreasonably effect that enjoyment are prohibited (Covenant Article VI, Section 4). Such activities may include:

- The exterior repair of vehicles or machinery (Covenant Article VI, Section 12).
- Drainage of toxic liquids from any vehicle or machine on any lot or any part of the common area (Covenant Article VI, Section 6).
- Exterior drying or airing of clothing or bedding (Covenant Article VI, Section 13).

Owners must adhere to reasonable use, including time and volume level, of multi-media equipment, home-office equipment, musical instruments and all noise generating household appliances. Cell phone conversations in streets and loud guests at parties should be minimized, particularly after 10:00 p.m.

STORAGE

- Owners may not store any materials, such as: garden supplies, machinery, equipment, furniture, trash receptacles, paving bricks, garden umbrellas or barbecues on the common area or, if on any lot, in such a way as to be detrimental to the view or aesthetic enjoyment of one's neighbors (Covenant Article VI, Section 6).
- No free standing storage structures or outbuildings are permitted on any lot, except with express permission of the Architectural & Covenant Control Committee and/or Board of Directors (Covenant Article VI, Section 5).
- No trailers, campers, boats or similar equipment may be kept in the common area and, if on any lot, only in an enclosed garage (Covenant Article VI, Section 5).
- Owners must keep lots free of accumulated rubbish and trash. Items such as refuse containers or wood piles must be stored in a garage, or appropriately screened from other lots and streets by means approved by the Architectural & Covenant Control Committee (Covenant Article VI, Section 6).

III. COMMUNITY ACCESS

Gatehouse staff members are not guards or security officers, but do attempt to minimize unwanted or unannounced visitors by monitoring traffic into the community.

All vehicles must obey posted speed limit of 25 miles per hour while in the community.

RESIDENTS

Owners may purchase a transponder to allow automatic entry in the “residents only” gate (the lane furthest away from the gatehouse). Transponder Request Forms are available from the management office or online at www.hillandalehoa.com. The number of transponders per household is limited.

GATEHOUSE PROCEDURE

All non-resident vehicles and pedestrians must stop at the gatehouse to state his or her name and destination before entering the community. If an individual has not been granted access in advance by an owner, gatehouse staff will attempt to contact the owner to announce the visitor and obtain permission to admit. If gatehouse staff is unable to obtain permission to admit a visitor he or she will not be allowed access to the community.

VISITORS & GUESTS

VISITOR PASSES

The gatehouse will issue a visitor pass to all visitors. Visitors are required to display the pass, which identifies the home that he or she is visiting within the community, on their dashboard for the duration of their stay in the community.

PERMANENT ACCESS

Owners may opt to grant “permanent entry” status to a limited number of friends and/or associates. Guests of this nature must identify themselves at the gatehouse, but no call to the home is made by gatehouse staff, and no record of the visit is kept. Owners are asked to submit a Gatehouse Information Form (available at the management office, or online at www.hillandalehoa.com), listing the names of all who reside in household and also the names of those whom he or she would like to grant “permanent entry” status. Owners must provide written notice to make any alterations to gatehouse records.

TEMPORARY ACCESS

If an owner is expecting a guest or contractor who is not listed on their computer record at the gatehouse, and he or she would like them admitted with no phone call to the home, written notice should be provided to gatehouse staff. Written notice must indicate the first and last name of guest(s) and may be passed directly to the staff or faxed to the gatehouse at **202-337-2906**. Owners are asked not to give oral instructions to gatehouse staff.

If an owner is hosting a party or expecting multiple guests, he or she must provide gatehouse staff with a written guest list. Staff may then cross off guests as they arrive, thus minimizing disruptions to the household and providing quick and courteous service. Owners may not instruct staff to “admit anyone” who indicates that he or she is going to the resident’s home.

TAXIS, LIMOUSINES & DRIVERS

When an owner arrives by taxi, limousine or any non-resident vehicle, the gatehouse staff will ask the owner to identify themselves. If the owner is not known or recognized by the staff on duty, he or she may be asked to present identification. Owners should keep identification on hand to minimize inconvenience and delays.

When an owner is expecting a taxi or limousine he or she should call the gatehouse at **202-342-0105** so that the driver may enter the community immediately after announcing his destination or fare. Otherwise, the owner should expect a telephone call to authorize entry, and should not leave his or her home to wait for the ride. Gatehouse staff is unable to arrange transportation for owners or guests.

CONTRACTORS, SERVICE PERSONNEL & DELIVERIES

Owners should either give written authorization or expect a call upon the arrival of contractors, service personnel or delivery services. Owners may not ask staff to retain house keys to issue to various individuals with instruction. If an owner does wish to leave a key, note, check or any such item at the gatehouse, he or she may do so in a sealed envelope on which the name of the recipient is printed clearly. Staff cannot be responsible for retrieving keys when contractors leave, or tracking the arrivals and departures of contractors.

Owners should advise contractors and/or delivery persons that solicitation is strictly prohibited within Hillandale. This means that they may not distribute handbills, place signs or go door-to-door to advertise their products or services. Owners should recognize that delivery services often make multiple stops within Hillandale and have been known to indicate only the first household that they intend to visit upon entering the community.

IV. PARKING PROCEDURES

Whenever possible, resident vehicles should be kept in driveways and garages. Parking is limited and street parking is intended primarily for the vehicles of guests. When street spaces are occupied by owner vehicles, guests may be forced to park in unauthorized locations.

NO PARKING ZONES

- DO NOT park in front of, or within ten feet of, any fire hydrant. Vehicles obstructing access to fire hydrants may be ticketed or removed by District of Columbia authorities with no warning.
- DO NOT block any driveways, or park directly behind (across from) driveway curb cuts.
- DO NOT park in the circles on Highwood Court, Parkglen Court or Chancery Court. Vehicles parking in circles may block access by large vehicles including fire and delivery trucks.
- DO NOT park at, or within ten (10) feet of, an intersection or stop sign.
- Park only in designated spaces in Georgetown Court.
- DO NOT park within five feet of mailboxes.

VISITORS & GUESTS

Homeowners who are hosting an event, for which more than ten vehicles are expected, must contact the management office in advance of the event to obtain parking instructions.

COMMERCIAL VEHICLES

No commercial trucks, trailers or campers are permitted overnight in the common area or on any lot (Covenant Article VI, Section 10).

VEHICLE STORAGE

Storage of unlicensed or inoperable vehicles is not allowed (Covenant Article VI, Section 10). Owners may not offer vehicle storage or parking—whether short or long-term—to friends, associates or contractors.

ZONE 2 PARKING PERMIT

District of Columbia law requires that all vehicles housed within the District of Columbia be registered in the District. Persons moving to Washington DC, who have a valid registration from another jurisdiction, have thirty (30) days from the date of entering DC to obtain DC registration. Only persons domiciled in DC are eligible for registration, and vehicles must have a DC title. Hillandale residents with vehicles registered in DC are eligible for Zone 2 parking permits, which allow extended parking within the District of Columbia's Zone 2, as indicated on various street signs. There is a fee for the permit, which is indicated by a "2" printed on the windshield registration sticker. Further information may be obtained online at www.dmv.washingtondc.gov.

V. TRASH REMOVAL

Removal of trash and recyclables is included as part of the owners' HOA fees. Trash removal includes regular household trash and containers used in the day-to-day operation of a household. It does not include mattresses, furniture, boxes, office equipment or appliances.

WHEN & HOW

- Trash pickup occurs EARLY Tuesday and Friday mornings (except legal holidays).
- Secure all trash in bags and place in trash cans or containers with secure lids. Loose or bagged trash, papers, boxes and packing material create an unsightly appearance within the community.
- Place trash cans or containers at curbside at the end of driveway on Tuesday and/or Friday morning.
- DO NOT place trash out several days in advance of pickup.
- DO NOT leave cans at the curb and fill them as the week goes on.
- Empty trashcans must be stored out of view.

RECYCLING

- Recycling pickup occurs Friday morning; it is carried out by a different crew and truck than trash removal.
- Cans, glass and recyclable plastics may be co-mingled in the recycling bin.
- Non-glossy newsprint and other recyclable paper should be tied in bundles or placed in bags in or on top of recycling bin.
- Place recycling at curbside on Friday morning.

BULK TRASH

Hillandale does not offer a service to dispose of bulky items such as furniture or mattresses. Owners may locate a hauling service through a local telephone directory, or consider donating usable items to a local charity.

HAZARDOUS ITEMS

Hillandale does not provide service for the disposal of hazardous items such as paints and solvents. Owners may not put paint, solvents or hazardous materials in with household trash. Visit www.dpw.dc.gov for information on periodic hazardous waste collections sponsored by the District of Columbia.

VI. CABLE TELEVISION SERVICE

BULK SERVICE AGREEMENT

Hillandale HOA fees include basic cable service from Comcast Cable. The Association has purchased, through a bulk contract, this service for all owners. The Association's contract does not include any wiring modifications or additional outlets that may be required in individual homes, nor does it include converter box rental or service calls to the home.

While individual owners will not receive a bill for the Comcast basic cable services, all owners are asked to establish an "account" with a Comcast customer service representative at **1800COMCAST**, so that any future service needs may be properly handled. When contacting Comcast Cable, owners should indicate that they are part of the Hillandale Bulk Purchase Agreement.

Owners should contact Comcast directly at **1800COMCAST** if experiencing difficulty with cable service, are in need of additional outlets or have outlets that are not working. If arranging for a service visit, owners must arrange to have someone available at the home for the service call. Staff may not admit technicians to individual homes nor can they wait at the home or accompany Comcast technicians during their visit.

ANTENNAE & SATELLITE DISHES

NO exterior antennae, including radio aerials or TV antennae, are permitted on homes within Hillandale (Covenant Article VI, Section 8). The Association permits the installation of DSS (e.g. satellite) receiving dishes less than one meter, as long as they are mounted on the home appropriately. These dishes are generally about 18" (.5 meter) in diameter. Owners should contact the management office at **202-342-0130** for details related to the installation of dish antennae.

VII. AMENITIES

COMMON AREA

The common area is for the general enjoyment of the community as a whole. As such, there are a number of constraints imposed on its use:

- Only licensed adults may operate motor bikes, motor scooters, motorcycles or other similar motor powered vehicles on Hillandale's roads. All such vehicles must be registered with the management office, may not be operated off-road within the community (Covenant Article VI, Section 20) and must be stored within owner's garage.
- No hunting, fishing, boating, trapping or abuse of wildlife is permitted on the property (Covenant Article VI, Section 22).
- The discharge of firearms or air guns is strictly prohibited. Nor shall anyone be permitted, except authorized law enforcement personnel, to carry firearms onto the property.

HILLSIDE

The Hillside Community Center is available to all adult members of the Hillandale Homeowners Association who are in good standing (i.e. no outstanding financial obligations to the HOA, no outstanding HOA rule violations and no previous violation of Hillside rental guidelines).

The facility may be used for Board and committee meetings, educational and instructional programs, community meetings, club gatherings and private parties as scheduling permits.

Hillside reservations fall into three (3) categories:

- 1.** For clubs, committees, educational and like small non-profit groups holding meetings, which do not involve the exchange of monies and where only light snacks are served; no Rental Application, Rental Agreement, security deposit and/or rental fee will be required. Such groups make room reservations with management on a first-come-first-served basis. All Hillside Rules and Regulations apply and groups are expected to clean up after themselves. If convenient and agreeable, this may involve more than one group using the facility at any one time.
- 2.** For individuals and/or organizations holding meetings of any type, during which a product or service will be sold, or for which participants will be required to pay a fee, 10% of net monies collected per meeting will be due to the Association following event. Such meetings may include regularly scheduled classes such as low impact aerobics, yoga, Pilates, meditation, Tai Chi and similar exercise activities. Due to the nature of the facility, no exercise equipment may be stored

or used on site. When applicable, instructors may be asked to provide proof of certification and/or insurance. Room reservations for such activities are handled by management, dependant upon completion of Rental Application and Rental Agreement and contingent upon Hillside Committee approval. All Hillside Rules and Regulations apply and groups are expected to clean up after themselves. Scheduling of such activities is encouraged during those hours least likely to interfere with bookings of other parties or events. The Hillside Committee will decide duration of such meetings on a case-by-case basis dependant upon community interest and facility availability.

3. For Hillandale homeowners hosting parties or events where beverages (including alcohol) and/or meals will be served, catering or parking services used or rental equipment services are involved, reservations are made as follows:
 - Eligible Hillandale homeowners must submit Rental Application along with \$400.00 refundable security deposit, no less than fourteen (14) days prior to event.
 - A signed Rental Agreement and Release must be submitted, along with \$250.00 rental fee, at least seven (7) days prior to reservation.
 - Renter will be provided with keys and an inventory check list, which must be signed prior to usage of facility.
 - Renter must follow Hillside Rules and Regulations. Special attention is called to cleaning, parking and insurance requirements.

Hillside Rules, Rental Application and Rental Agreement are available from the management office or online at www.hillandalehoa.com.

PONDS

The freshwater ponds have been developed to enhance the aesthetic beauty and visual pleasure of the Hillandale Community. No boating, fishing, swimming, wading or ice skating is permitted (Covenant Article VI, Section 22).

TREE PRESERVATION AREAS

The tree preservation areas (TPAs) are maintained in their natural state and are intended to enhance the aesthetic beauty of the community and are for the visual pleasure of the Hillandale residents. The TPAs were established with the city when Hillandale was originally designed and built. No one is allowed to remove or trim ANY tree within these areas. Please be advised that, in some cases, your personal property may be co-extensive with a TPA. For these reasons, it is imperative that you speak with the Property Manager to request any trimming or removals ahead of time. See section XI for more information on dealing with trees that are on your personal property.

SWIMMING POOL

HOURS: Hillandale's swimming pool is open during the summer, Monday through Friday from 7:00 a.m. until dusk and Saturday and Sunday from 8:00 a.m. until dusk unless posted otherwise.

POOL RULES: All owners and/or tenants and their immediate families who reside in Hillandale are automatically members of the Hillandale Homeowners Association Swimming Pool, and must abide by the following rules:

- Sign in and shower before using the pool.
- **DO NOT:** dive, smoke, run, play audible music, drink alcohol, display unruly behavior and/or leave trash.
- The following are **NOT** permitted at the pool area: rafts, large floats, glass containers, skateboards, scooters or bicycles. Pets, of any kind, are also **NOT** permitted inside the pool fence.
- Children under age thirteen (13) must be accompanied and supervised by an adult at all times.
- When in the pool, beginning swimmers and/or non-swimmers must be accompanied by an adult who is within an arm's reach.
- Children who wear diapers **MUST** wear swim diapers or protective rubber pants in the pool. Swim diapers are available upon request.
- Residents must accompany their guests and remain with them in pool area. Residents are responsible for the conduct of his or her guests. Guests unaccompanied by a resident will be asked to leave the pool. Guests are limited to four (4) per household.
- Persons found responsible for property damage and/or loss are liable for related costs.
- Lap swimmers have priority use of the Lap Lanes. On Saturday, Sunday and holidays two lanes are designated for laps only. The lane nearest the wall is designated as an "adult lounge lane."
- Access by children to Hillside (including the stairs and deck area) while using the pool is prohibited unless accompanied by an adult. Under no circumstances should anyone enter Hillside with wet bathing suits, towels or feet.
- Trash should be placed in bins that are provided in pool area. It is very important to clean up all food, drinks, leftovers and crumbs as these attract ants, bees and other pests.
- All persons using the pool or pool area do so at their own risk; the HOA, Board of Directors and its agents assume no responsibility for accidents, injuries or damage to personal property.

LIFEGUARDS: Hillandale's lifeguards are fully licensed and trained in first aid and CPR. They are hired to guard the pool and should NOT be treated as babysitters. When on duty, lifeguards have the authority and may:

- Close the pool due to inclement weather, equipment malfunction or any other safety consideration.
- Call Adult Swim (at their discretion).
- Ask swimmers to leave the pool due to improper behavior.
- Require adult supervision of young children.
- NOT give swimming lessons.

POOL PARTIES: Pool parties may be held Monday through Friday between the hours of 10:00 a.m. and 5:00 p.m., and Saturday and Sunday from 10:00 a.m. to noon. There is a limit of ten (10) children per party, except by prior arrangement with the Pool Committee.

When more than ten (10) children are invited, a second guard is required at a fee of \$125.00. To insure a date, prevent conflict and properly alert staff, owners must submit a Hillandale Pool Party Request form to the management office at least one (1) week prior to event. Forms are available in the management office, and are generally included in summer issues of *The Herald*.

TENNIS COURTS

The tennis courts are located on Hillandale Drive, across from the pool. The Association assumes no responsibility for accident, injury or for damage or loss to personal property in connection with the use of the courts.

PLAYERS

- Priority use of courts is given to adult resident members of the Hillandale Homeowners Association who are current in payment of homeowner assessments.
- Guests may only play with a resident.
- Dress for the courts will be suitable tennis attire. Shirts or some other appropriate attire must be worn at all times. Smooth-soled, non-marking tennis shoes are required.

TIME LIMITS

- One (1) hour limit on all games and lessons (singles and doubles).
- After the hour has elapsed, users must yield to waiting players. If no one is waiting, users must yield when new players arrive. Hour commences when court is taken, not when set begins.
- Players waiting for a court have priority based on the time that each player reaches the courts. To retain priority, a player must remain at the courts. If a court becomes open and the player does not have a partner, he or she cannot take possession of the court, but retains priority for the next open court.

COURTESIES

- Do not walk behind players while the ball is in play.
- Wait until a point is completed before requesting return of your ball from the other court.
- Return balls from the other court, promptly, but not while their play is in progress.
- Refrain from excess noise while playing or waiting for a court.
- Use the trash bin and help keep the court areas neat.

LESSONS

- Only residents may receive instruction.
- Only one court may be used for the purpose of instruction, and all rules apply.
- Non-resident tennis instructors must sign in at gate.
- Residents must be present with instructor at court.
- Lessons may be scheduled during the weekend and on holidays from 12:00-1:00 p.m. and 4:00-5:00 p.m. No lessons should be scheduled to occur after 5:00 p.m. on Friday. Scheduling Monday through Thursday is flexible.

TOT LOT

The tot lot is located at the top of Hillandale Drive. The Association assumes no responsibility for accident, injury or for damage or loss to personal property in connection with the use of the tot lot. The tot lot is open Monday through Friday 9:00 a.m. to dusk, and weekends and holidays 10:00 a.m. to dusk.

REMINDERS

- The tot lot is for the use of Hillandale residents and guests only.
- Children must be supervised at all times when at the tot lot.
- Parents are responsible for their children.
- Exercise simple courtesy and common sense while using the facility.
- Proper use of equipment and appropriate behavior are expected at the tot lot at all times.
- Hazards should be reported immediately to Hillandale's General Manager.
- NO PETS are allowed within the fenced area.

VIII. MAINTENANCE & REPAIRS

HOMEOWNER RESPONSIBILITIES

Each homeowner must keep his or her lot in good order and repair and free of debris. The homeowner is responsible for the maintenance, repair and replacement of everything within his or her property line, with the exception of common utility pipes and common wires.

Homeowner responsibilities may include:

- Pruning and cutting of all trees and shrubs
- Seeding, watering and mowing of their lawn
- Servicing of all HVAC Systems
- Cleaning of all dryer vents
- Cleaning of all fireplaces and chimneys
- Replacement of fire alarm batteries
- Cleaning and servicing of all exhaust systems
- Maintenance of all patios
- Turning off water to patios and driveways in winter and disconnecting hoses
- Maintenance, repair and/or replacement of windows, screens and doors
- Cleaning of gutters and roof tops
- Exterior painting

ASSOCIATION RESPONSIBILITIES

Association responsibilities may include:

- Maintenance of Hillandale common areas, including the grounds, office equipment, service areas, fountains, ponds, swimming pool, tennis courts, Tot Lot, Hillside, etc.
- Maintenance, repair and/or replacement of all common area walkways and roadways
- Maintenance of the Hillandale Gatehouse and supervision of the staff therein
- Maintenance of walls and fences surrounding Hillandale
- Insurance of proper drainage on common areas
- Maintenance and repair of any homeowners' lot or building exterior that has been neglected, at homeowners' expense

IX. EXTERNAL HOME MODIFICATIONS

THE ARCHITECTURAL & COVENANT CONTROL COMMITTEE

Hillandale's Architectural & Covenant Control Committee (A/CCC) consists of Hillandale homeowners and a liaison from the Board of Directors. The A/CCC works to ensure architectural harmony within the community as well as compliance with applicable limitations on development within Hillandale.

No building, fence, wall or other structure may be started, erected or maintained upon any property, nor shall any exterior additions or alterations be made (including change in color) until plans and specifications, which indicate the nature, kind, shape, height, materials and location of the proposed modifications, have been submitted to, and approved in writing by the A/CCC.

If an owner makes any exterior change, without first submitting an application and obtaining written A/CCC approval, the owner shall be deemed to be in violation and may be required to restore the property to its original condition at the his or her expense. The Association reserves the right to recover any cost associated with restoring the property (Covenant Article V, Section 1).

MODIFICATION & RENOVATION APPLICATION PROCESS

Modification Request Forms are available in the management office or online at www.hillandalehoa.com, and must be submitted with the following:

- Owner's plat, showing the location of proposed modification
- Signatures of immediate neighbors who may be effected by proposed modification and/or renovation. If neighbors are non-resident owners, the owners must be notified of the modification request, via certified mail, within thirty (30) days of application.

A minimum of thirty (30) days is required to properly post and process Modification Request Forms. The expense of any external professional review deemed necessary by the Board will be borne by the homeowner. Notification of the Modification Request will be made in *The Herald*. The owner will be informed of the A/CCC's determination in writing. If the Committee does not approve the application, the owner has the right to appeal to the Board. Two-thirds of the Board shall be required to reverse the Committee's decision (Covenant Article V, Section 4). In the event that the Board and /or the Committee fail to either approve or disapprove of the application within sixty (60) days of application, approval will not be required and the owner will be deemed to have fully complied (Covenant Article V, Section 1). In the case of exterior additions or modifications, the plans submitted must be in sufficient detail so that the A/CCC and Board may make appropriate rulings in accordance with Covenant Article V.

Owners are solely responsible for securing District of Columbia approvals and permits and all construction must meet current City building codes. No work should be started without Association, District of Columbia and/or Federal agency permits and approvals (Covenant Article V, Section 1).

Work in accordance with the approved plans must commence within six (6) months of approval and be completed within twelve (12) months of commencement, unless otherwise approved by the Committee. If work is not commenced within six (6) months, the approval will be deemed to have lapsed and it will be necessary to resubmit the request to the Committee (Covenant Article V, Section 2).

While work is in progress, owners are asked to keep neighbors informed, and to adhere to reasonable working hours, preferably between 7:00 a.m. and 6:00 p.m. Monday through Saturday. Contractors should park their vehicles so that they do not interfere with resident parking. Homeowners will be held responsible for any damage to neighbors' and/or community property resulting from renovations or repairs to his or her home. In cases of new or extensive construction, the owner or contractor may be required to post a bond. Owners are not allowed to deviate from those plans approved by the A/CCC, unless explicitly provided in writing by the A/CCC. The Committee reserves the right not to consider approval in one instance to be a precedent for approval in another instance. Upon completion of the work according to plan, an owner may request the A/CCC to issue a certificate of compliance which shall then be the evidence that the work was in full compliance with the covenants (Covenant Article V, Section 4).

MODIFICATIONS REQUIRING MANAGEMENT APPROVAL

- General maintenance requests, such as repainting with same color or repainting with approved colors (color chart available at management office) replacement of lighting fixtures, storm doors, storm windows or screen doors with approved materials.

MODIFICATIONS REQUIRING A/CCC APPROVAL

- Color changes to non-approved colors for any home exterior
- Installation of non-like front doors, windows, garage doors, iron railings and patio fences
- Hardscape on all lots including front and back, such as lighting, landscape and water features
- Removal/replacement of any trees in front of home
- Removal or installation of architectural elements or hardware
- Installation of awnings, TV aerials and satellite dishes
- Installation of skylights
- Installation of new or supplemental HVAC systems
- All matters requiring Board approval should first be submitted to the A/CCC

MODIFICATIONS REQUIRING BOARD APPROVAL

- Matters that exceed lot lines of home
- Changes that increase the floor area of the home
- New construction projects
- All significant additions or modifications to home

GENERAL PROHIBITIONS

Over time, the Association has had to define explicitly the type and nature of its various restrictions on fixtures and fittings as new items come up. At this time, the following items are considered prohibited unless explicitly approved by the Association: window air-conditioners, permanent wrought iron fixtures, fixed or free-standing basketball hoops, inappropriate decorative or seasonal lighting, flags (except on patriotic holidays) and flagpoles.

X. PETS

Hillandale is welcoming to pets. In the interests of control, no more than two household pets, such as dogs or cats, are permitted in any single household. Breeding, training or the maintaining of any animals for commercial purposes is not allowed (Covenant Article VI, Section 6). Pets which are or become a nuisance will not be permitted.

All dogs must be on a leash and attached to a human companion, at all times. Owners are responsible for cleaning up after his or her pet(s) and disposing of waste properly. Trash cans have been placed throughout the property to make this task as convenient as possible. Dogs may not be tied to a structure of any sort and left alone on common area. Cats should not be permitted outside unless belled, in order to protect bird population.

XI. LANDSCAPE

A. Landscape Projects

Simple landscaping projects such as planting flowers or shrubs do not require any approval, but projects that include “hardscape” such as walls, stones, walkways, fences, fountains, pools, etc. require approval from the ACCC before work commences, as does any regrading, planting of new trees or re-routing of water run-off.

If the proposal involves changing the property grade, an explanation of the impact to the existing and future water drainage on applicant’s or neighboring properties and/or common areas must be provided. Applicant will be held responsible for any damage to their neighbors’ and/or community property.

B. Tree Removal & Replacement Policy

*Prior notification and discussion with the ACCC, Landscape Committee Chair, and Property Manager is required for the removal of **any** tree.* Owners may not remove any sound tree from their lot without written approval from the Association (Covenant Article VI, Section 18). Approval for removal of trees adjacent to the street will be conditioned upon the owner’s agreement to replace the tree with another tree of the varieties recommended by the Landscape Committee.

Height and width of the tree at maturity need to be considered when planting young trees in order to ensure proper placement on one’s property. For example, will the tree be contained on your property or will 1/2 of it be on neighbors or community property that the neighbor or community may or may not want? Even though you might be trying to screen your property, mature trees planted too close to a neighbor’s property (or common property) can become an eyesore or a liability down the road.

Other issues that need to be considered are the type of tree and the root system of the tree. For example, will a particular tree block out sunlight in an area where other plants or grass are needed for erosion control? Or will the root system cause damage over time as it matures?

Still other factors to keep in mind include: Is it a messy tree that will drop blooms and fruits on neighbor or common property? Is it considered an invasive variety that will grow too big or across your property line (e.g., Princess tree, etc.)? Will it attract bees too close to houses? Will it be planted too close to houses and provide a route for squirrels or raccoons to get on your (and then other’s) roof(s)?

Section VII (Amenities, Tree Preservation Areas) has information about dealing with trees that are on your private property, but which are protected since they are on designated Tree Preservation Areas (TPAs).

XII. MOVE IN/MOVE OUT

WHEN

Hillandale does not restrict or specify the days or hours during which a move may take place; the Association relies on owners' good judgment and courtesy to schedule moves so that the disruption to the community will be minimized. For example, owners should avoid scheduling moves for Sundays or late in the evening.

If moving into or out of The Chancery Court, owners should contact the President of the Chancery Court Homeowners Association for rules, regulations and information specific to that portion of the community.

WHERE TO PARK

The Association will not cordon off areas for truck parking, loading and unloading. Movers should make every effort to park in such a way as to not obstruct traffic or block driveways. If it is necessary to block driveways, the homeowner should notify neighbor(s) accordingly and ask that the mover is prepared to move the truck in a prompt and courteous manner, should the need arise. Moving vans or other trucks may not park in Hillandale overnight. If the loading and/or unloading operation is going to take more than one day, the mover should arrange to remove the truck at the end of the work day.

BOXES & PACKING MATERIALS

Owners may want to ask movers to take unwanted boxes and packing material with them. If movers will not take materials, or the unpacking operation continues over an extended period of time, the Association's trash haulers may take collapsed and neatly stacked boxes as space permits. Styrofoam packing materials must be bagged securely.

XIII. ADMINISTRATION

COMMENTS & CONCERNS

Complaints regarding the management and administration of the Association should be made to any member of the Board. It is the responsibility of the Board to supervise the management and staff of the Association. Any routine complaints about services or problems should be brought to the attention of the management. Management's role, however, does not include intervening on behalf of owners in disputes.

RESALE PACKET

Owners who are selling their home within Hillandale are encouraged to provide buyer(s) with a resale packet. The resale packet contains important Association documents and a summary of any outstanding assessments that exist at the time of document request. Resale packets are available upon request, from the management office for a fee.

Upon settlement, the name of the new owner, address, if different from the property address, verification of the date of settlement and a pro-ration of homeowner assessments which may be outstanding at the time of settlement must be submitted to Legum & Norman by the settlement attorney.

CONTACT INFORMATION

Management Office

4000 Hillandale Drive, NW
Washington, D.C. 20007
202-342-0130 Fax: 202-342-0131

Property Manager — info@hillandalehoa.com

Administrative Manager — adminmngr@hillandalehoa.com

Gatehouse

202-342-0105 Fax: 202-337-2906

Comsource (homeowner fees)

301-924-7355

OTHER IMPORTANT TELEPHONE NUMBERS

- Non-Emergency Police: 202-727-1010
- Non-Emergency Fire: 202-462-1762
- 2nd District Police: 202-282-0070
- DC Animal Control: 202-576-6664 (loose pets or animals, diseased animals)
- Humane Society: 202-723-5730 (abused or neglected animals)
- Washington Gas: 1-800-752-7520
- PEPCO: 202-833-7500
- KmG Hauling: 703-961-1100
- Comcast: 202-635-5513
- Public Works Helpline: 202-727-1000

Addendum to March 2006 Rules and Regulations of the Hillandale Homeowners' Association

The following reminders and guidelines on the rules and regulations of Hillandale are provided by the Board of Directors and the Architectural & Covenant Control Committee as an addendum to the March 2006 Rules and Regulations of the Hillandale Homeowners' Association.

A. Procedures on Tenants and Leases

1. Under the Hillandale Declaration of Covenants (Article VI, Section 23), any lease agreement between an owner and tenant must provide that the tenant is subject to the covenants and rules and regulations of Hillandale and that failure to comply with those covenants and rules will cause a default on the lease. Under the Hillandale Homeowners' Manual (p. 4), owners are required to provide tenants with a copy of all Hillandale covenants and rules and regulations and to take corrective action against tenants in response to any violations.

2. All leases must be filed with the Hillandale Management Office, and all owners must provide their contact information, including addresses and telephone numbers, to the Hillandale Management Office in order to permit the Management Office to contact the owners where necessary.

3. These procedures apply to all situations where the owner or owners of a property are not occupants of the property. In these circumstances, all non-owner occupants of a home in Hillandale must have a written agreement obligating them to comply with the covenants and rules and regulations of Hillandale and that agreement must be filed with the Hillandale Management Office.

4. For more information on these procedures, please consult the Hillandale Homeowners' Manual (p. 4). We appreciate your cooperation.

B. Friendly Reminders on Exterior Painting

1. Before any exterior painting is undertaken, please consult the Hillandale Homeowners Manual (pp. 18-19). For any change in color, a Modification Request Form (available at the Hillandale Management Office or online at www.hillandalehoa.com) must be completed and submitted to the Management Office. The Management Office maintains a booklet of approved colors. Management approval of a Modification Request Form is required in advance for repainting with another approved color. Prior approval is important to avoid any misunderstandings as well as

the expense of having to take corrective action in the event that non-approved colors are used.

2. Before color changes are made to a non-approved color for any home exterior, approval must be obtained from the Architectural and Covenant Control Committee. This limitation applies to the repainting of all exterior areas as well as the painting of areas that were not previously painted, such as cement or stone trim. It is also important to note that approved colors vary by neighborhood (*e.g.*, Georgetown Court vs. Hillandale Court) as well as by the particular exterior area in question (*e.g.*, a color approved for a front door may well not apply to a garage door or other exterior location).

3. In the case of the Georgetown Court area, where a special fee is collected for the painting of individual blocks on a rotating basis every four years, approved colors will be used when such painting is undertaken.

4. The limitations on color changes are embraced in the Hillandale Covenants (Article V, Section 1) and exist for the benefit of the entire Hillandale community. We thank you in advance for your cooperation.

C. Friendly Reminder to Save Our Streetscape

1. Owners must keep lots free of accumulated rubbish and trash. Items such as refuse containers must be stored in a garage, or appropriately screened from other lots and streets by means approved by the Architectural & Covenant Control Committee (Covenant Article VI, Section 7).

2. Owners may not store any materials, such as toys, garden supplies, machinery, equipment, furniture, toys, trash receptacles, paving bricks, garden umbrellas or barbecues on the common area or, if on any lot, in such a way as to be detrimental to the view or aesthetic enjoyment of one's neighbors (Covenant Article VI, Section 15).

3. Firewood may be stored outside so long as it is stacked in an orderly fashion and in a suitable location.

4. Please review carefully the exterior area of your home to ensure compliance with these provisions. If you have any questions, please contact the Hillandale Management Office at (202) 342-0130.

D. Tree Removal Policy

1. Under the Hillandale Covenants (Article VI, Section 18) and the Homeowners' Manual (p. 22), no sound tree may be removed from any lot without prior approval of the Architectural & Covenant Control Committee. Approval for removal of trees adjacent to the street (so-called street trees) will be conditioned upon the

agreement of the lot owner to replace the tree with another tree approved in advance by the Landscape Committee. In both of these situations, the owner must complete and file the Modification Request Form (available at the Hillandale Management Office or online at www.hillandallehoa.com).

2. Trees located on the common area belong to the Hillandale Homeowners' Association and may not be removed, trimmed or otherwise modified by an owner without prior approval of the Architectural & Covenant Control Committee and the Board of Directors.

XI. LANDSCAPE (AMENDMENT) p. 22

Replace existing paragraph with the following which we approved last week:

Simple landscaping projects such as planting flowers or shrubs do not require any approval, but projects that include "hardscape" such as walls, stones, walkways, fences, fountains, pools, etc. require approval from the ACCC before work commences, as does any regrading, planting of new trees or re-routing of water run-off.

If the proposal involves changing the property grade, an explanation of the impact to the existing and future water drainage on applicant's or neighboring properties and/or common areas must be provided. Applicant will be held responsible for any damage to their neighbors' and/or community property.

ELABORATION FROM LANDSCAPE COMMITTEE & PROPERTY MANAGER:

Tree Removal & Replacement Policy

*Prior notification and discussion with the ACCC and Landscape Committee Chair is required for the removal of **any** tree.* In the case of a proposed removal of a street tree, you will have to agree to plant a replacement tree approved by the Landscape Committee.

Height and width of the tree at maturity need to be considered when planting young trees in order to make proper placement on one's property. For example, will the tree be contained on your property or will 1/2 of it be on neighbors or community property that the neighbor or community may or may not want. Even though you might be trying to screen your property, mature trees planted too close to a neighbor's property (or common property) can become an eyesore or a liability down the road.

Other issues that need to be considered are the type of tree and the root system of the tree. For example, will a particular tree block out sunlight in an area where other plants

or grass are needed for erosion control? Or will the root system cause damage over time as it matures?

Still other factors to keep in mind include: Is it a messy tree that will drop blooms and fruits on neighbor or common property? Is it considered an invasive variety that will grow too big or across your property line (e.g., Princess tree, etc.)? Will it attract bees too close to houses? Will it be planted too close to houses and provide a route for squirrels or raccoons to get on your (and then other's) roof(s)?