

**EDMONDS SCHOOL CONDOMINIUM
FOURTH AMENDMENT TO BYLAWS**

THIS FOURTH AMENDMENT to the Bylaws of Edmonds School Condominium, is made this 3rd day of June, 2020, by the Edmonds School Condominium Unit Owners' Association ("Association") pursuant to Section 13.1 of the Bylaws of the Association and in accordance with the terms of the District of Columbia Condominium Act, D.C. Code Section 42-1901.01, et seq., as amended.

RECITALS

WHEREAS, the legal description of Edmonds School Condominium is Lot Number 55 in Square 938 in a subdivision made by J. River 901 D. Street, LLC as per plat recorded in Liber 207 at folio 61 in the Office of the Surveyor for the District of Columbia, and the Declaration of the Edmonds School Condominium was recorded on April 25, 2014 as Instrument No. 2014036593-16 in the land records of the District of Columbia; and

WHEREAS, the Bylaws of the Edmonds School Condominium were recorded on April 25, 2014 as Instrument No. 2014036594-51 among the land records for the District of Columbia (the "Bylaws"); and

WHEREAS, the Bylaws were amended by that First Amendment adopted August 26, 2015 and recorded on May 26, 2016 in the land records of the District of Columbia as Instrument No. 2016052784; and

WHEREAS, the Bylaws were amended by that Second Amendment adopted January 27, 2016 and recorded on May 26, 2016 in the land records of the District of Columbia as Instrument No. 2016055784; and

WHEREAS, the Bylaws were amended by that Third Amendment adopted June 5, 2016 and recorded on July 28, 2016 in the land records of the District of Columbia as Instrument No. 2016076813; and

WHEREAS, pursuant to Section 13.1 of the Bylaws, this Fourth Amendment of the Bylaws has been approved by the affirmative vote of Unit Owners representing at least two-thirds of the votes in the Association, at a meeting of the Association called for that purpose, which commenced on the 2nd day of December 2019; and,

WHEREAS, this Fourth Amendment of the Bylaws is not intended, and does not impair or affect the rights, priorities, remedies or interests of mortgagees;

NOW, THEREFORE, pursuant to Section 42-1902.25 of the District of Columbia Condominium Act, the Condominium Instruments are hereby amended as follows.

Section 9.14 of the Association's Bylaws shall be amended and restated to read as follows:

9.14. Leasing

No Unit Owner may lease his Unit until at least one (1) year has elapsed from that Unit Owner's date of purchase. No portion of any Unit (other than the entire Unit) shall be leased for any period of time. No Unit shall be rented for transient or hotel purposes. Each Unit Owner engaging in short term leasing in violation of this restriction shall be responsible to the Association for any legal fees and costs incurred by the Association in enforcing this restriction. The Association may impose fines and penalties for each such violation and any amounts not paid within thirty days of notice will be treated in the same manner as an unpaid assessment.

The Board of Directors shall have the authority to grant an exemption from the foregoing restriction for military and government employees who purchase a Unit and are then asked to work at another location for a period of time.

Except as provided herein, at no time shall more than 40% of the Units in the Condominium be leased. The foregoing leasing restriction shall not apply to any Unit that is leased at the time this leasing restriction is adopted until such time as that Unit is subsequently re-occupied by the Unit Owner or the ownership of that Unit transfers.

In order to ensure compliance with these leasing requirements and to monitor the owner-occupancy ratio, each Unit Owner must submit a written request for and obtain the prior written approval of the Board to lease his or her Unit. Such approval must be obtained each time a Unit Owner seeks to lease his or her Unit and permission will not be withheld by the Board if the lease conforms to the minimum rental term and the rental will not exceed the allowed percentage of rentals set forth in this section.

The Board may establish a waiting list and reasonable rules and regulations implementing this leasing policy and shall have the authority to establish and charge a reasonable administrative fee for all rentals.

Any Unit Owner who leases his or her Unit shall promptly (within 7 days), following execution of any such lease, forward a conformed copy thereof to the Board of Directors. No lease shall be for a term of less than six months. Subleasing of any Unit is prohibited.

All leases shall contain a provision to the effect that the rights of the tenant to use and occupy the Unit shall be subject to and subordinate in all respects to the provisions of the Declaration and these Bylaws and the Rules and Regulations and to such other reasonable rules and regulations related to the use of the Common Elements, or other "House Rules," as the Board of Directors may from time to time promulgate, and all leases shall further provide that any failure by the tenant to comply strictly with the provisions of such documents shall be a default under the lease. The condominium association has the power to terminate such lease or to

bring summary proceedings to evict the tenant on behalf of the Unit Owner, in the event of a default by the tenant in the performance of said lease.

The provisions and limitations of this Section shall not apply to any institutional First Mortgagee of any Unit who comes into possession of the Unit by reason of any remedies provided by law or in such mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, assignment or deed in lieu of foreclosure.

Except as stated herein, all of the provisions of the Bylaws, as previously amended, are hereby expressly ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, this Fourth Amendment to Bylaws has been signed by the President of the Association, who has been duly appointed as attorney-in-fact to sign this amendment on behalf of the Association, as of the date first set forth above.

EDMONDS SCHOOL CONDOMINIUM UNIT OWNERS' ASSOCIATION

By: Judith B. Warren
President

Judith B. Warren
Printed Name

District of Columbia) ss:

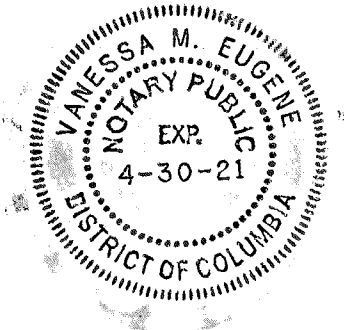
I, a Notary Public in and for the District of Columbia, do hereby certify, that on this 4th day of June, 2020, Judith B. Warren the President of the Edmonds School Condominium Unit Owners' Association, personally appeared before me in said District, such person being personally well-known to me as, or proved by the oath of credible witnesses to be, the person who signed the foregoing instrument as President and attorney-in-fact of the Edmonds School Condominium Unit Owners' Association and acknowledged the foregoing instrument to be his act and deed, on behalf of the Edmonds School Condominium Unit Owners' Association.

Vanessa M. Eugene

[Seal]
Notary Public

My commission expires

VANESSA M. EUGENE
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires April 30, 2021



LEGAL DESCRIPTION

Lot Number 55 in Square 938 in a Subdivision made by J. River 901 D. Street, LLC as per plat recorded in Liber 207 at folio 61 in the Office of the Surveyor for the District of Columbia.

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Doc #: 2020068655
Filed & Recorded
06/10/2020 09:11 AM
IDA WILLIAMS
RECORDER OF DEEDS
WASH DC RECORDER OF DEEDS
RECORDING FEES \$25.00
SURCHARGE \$6.50
TOTAL: \$31.50