



Van Ness South Tenants' Association, Inc.

VNSTA

Box 1134

3003 Van Ness Street, N.W.

Washington, D.C. 20008

March 2, 2011

2011 MAR -2 PM 3:50

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COMMISSIONER
DISTRICT OF COLUMBIA

Meridith Moldenhauer, Chair
Board of Zoning Adjustment
441 Fourth Street, N.W., Suite 210 South
Washington, D.C. 20001

Re: Appeal of Van Ness South Tenants' Association
BZA Case No. 18151

Dear Chairperson Moldenhauer and Members of the Board:

The Van Ness South Tenants' Association requests the Board's forgiveness and asks the Board to waive Section 3113.8 in order to allow the attached pre-hearing submission into the record so that the hearing before the BZA can commence and the residents of Van Ness South can have their "day in court."

Truthfully, we have no good excuse for this late submission other than we relied too heavily on Brian Lederer, the only attorney on our Board, and he was too preoccupied with other pressing business. Thankfully, David Wilson, a resident of our building stepped up to the plate at the last minute to help put together the attached.

The Tenants' Association does not believe anyone will be prejudiced by this late submission. UDC continues to rent apartments at Archstone Van Ness and DCRA continues to issue permits for UDC to construct walls and move in students. Archstone Van Ness has also not been prejudiced in any way by this appeal.

Sincerely,

Karen Perry
President

Attachment

BOARD OF ZONING ADJUSTMENT
District of Columbia

CASE NO. 18151

EXHIBIT NO. 29

Board of Zoning Adjustment
District of Columbia
CASE NO. 18151
EXHIBIT NO. 29

**DISTRICT OF COLUMBIA
BOARD OF ZONING ADJUSTMENT**

2011 MAR -2 PM 3:50
D.C. OFFICE OF ZONING

Appeal of Van Ness South Tenants'
Association

Appeal No. 18151

PRE-HEARING STATEMENT OF VAN NESS SOUTH TENANTS' ASSOCIATION

STATEMENT OF FACTS

The Van Ness South Tenants' Association ("VNSTA") has appealed the Department of Consumer and Regulatory Affairs ("DCRA") issuance of Building Permit No. B1009105 (August 13, 2011) authorizing "Adding 21 Walls to 21 Apartment Rooms" (the "Building Permit") at the Archstone Van Ness apartment building at 3003 Van Ness Street, N.W. (the "Property"). Smith Property Holdings Van Ness, L.P. (the "Owner") is the record owner of 3003 Van Ness Street, N.W. Archstone Communities, LLC, is the property manager of Archstone Van Ness (both the Owner and the property manager are collectively referred to herein as "Archstone").

The Property is improved with an eleven-story apartment building with 625 rental apartment units. The Property is zoned R-5-D. The Property is operated under Certificate of Occupancy No. B175541 for "Rental Apartment House 625" issued by DCRA in the Owner's name. The Owner is also licensed as "Housing: Residential Apartment" under Basic Business License No. 54181xxxx-54002038.

In August 2010, Archstone leased 21 apartment units to the University of the District of Columbia ("UDC"). The apartment units are not contiguous, but located throughout

the building and on different floors. Each one bedroom and one bath apartment unit was the subject of a separate one-year standard written lease between Archstone and UDC. The apartment leases each run from August 15, 2010, through August 14, 2011.

To prepare the apartment units for occupancy by UDC students, the Building Permit was obtained to install partition walls within each unit to provide additional space for the tenants by creating an additional bedroom. Each apartment unit was not increased or decreased in size and the common facilities, including kitchen and bathroom, were not altered.

ARGUMENT

I. THE BUILDING PERMIT VIOLATES 11 DCMR § 3202.1 BECAUSE IT CHANGES THE USE OF THE PROPERTY IN VIOLATION OF THE ZONING REGULATIONS.

Section 3202.1 of the Zoning Regulations provides that “a building permit shall not be issued for the proposed erection, construction, conversion, or alteration of any structure unless that structure complies with the provisions of this title.” The building permit that allows the construction of interior walls to subdivide one-bedroom apartments into two-bedroom apartments capable of accommodating four UDC students fundamentally and unlawfully changes the use of the rental units involved and violates the Zoning Regulations.

A. The Converted Units are not “Apartments” as defined in the Zoning Regulations.

Archstone and UDC contend that the units subject to the building permit meet the definition of “Apartment” in the Zoning Regulations both before and after the construction of the walls. The term “Apartment” is defined at 11 DCRM §199.1 as follows:

Apartment – one (1) or more habitable rooms with kitchen and bathroom facilities *exclusively for the use of and under the control of the occupants of those rooms.*

(emphasis added). The UDC student occupants of the converted units, unlike tenants, do not have exclusive use and control of the rooms that they occupy.¹ This is clear from the conditions that UDC imposes on the students occupying its units.

The Office of Residence Life at UDC administers the off-campus student housing at Archstone Van Ness. It charges students \$8,400 per academic year² for units housing four students. These units include for each student a bed, a dresser, desk and chair provided by UDC. See Office of Residence Life, Facility Information, attached hereto as Exhibit 1 (all UDC exhibits are from the UDC website at www.udc.edu.)

The Office of Residence Life closes the off-campus housing during winter break. See Office of Residence Life, Important Dates, attached hereto as Exhibit 2. This hardly suggests that the units are “exclusively for the use and under the control of the occupants of those rooms.” The Terms and Conditions of Occupancy Agreement for Off-Campus Housing, which the student occupants must sign, expressly provide that “**Occupancy** is a privilege and not a right.” Occupancy Agreement at 1, attached hereto as Exhibit 3. A tenant has clear legal rights of exclusive use and control of a rental unit pursuant to a lease signed with a landlord. The UDC students occupying units at Archstone Van Ness have never signed leases with Archstone Van Ness or UDC, and accordingly have no such legal rights of exclusive use and control.

¹ UDC and Archstone might argue that the phrase “exclusively for the use of and under the control of the occupants of those rooms” modifies the words “kitchen and bathroom facilities” rather than the words “habitable rooms.” This would not be a correct reading of this definition. Obviously, the kitchen and bathroom facilities cannot be for the “exclusive use of and under the control of the occupants” if the apartment containing these facilities is not “exclusively for the use of and under the control of the occupants.” The definition of the term “Rooming house” confirms this interpretation. An essential criteria of that definition is that the sleeping “accommodations are not under the exclusive control of the occupants.” 11 DCMR § 199.1.

² Four students paying \$8,400 per year equals $\$33,600/12 = \$2,800$ per month which is considerably higher than the going rental for one-bedroom apartments at Archstone Van Ness. It appears that UDC’s subletting of apartments at Archstone Van Ness is a profit center for UDC.

The students' occupancy of the 21 units is solely at the sufferance of UDC. The Occupancy Agreement provides that "[t]he Director of Residence Life or the Vice President of Student Affairs reserves the right to authorize or deny unit/room or roommate changes and reserves the right to require a student occupant to move from one unit to another during the year, as necessary." *Id.* Similarly, "[g]uests are permitted as a privilege" and overnight guests "require the completion of the Guest Registration Form and the written approval of the Director of Residence Life." *Id.* The student occupant thus has no control over his or her room or the exclusive right to use it.

Further confirming this lack of control and exclusive use of the rooms, the Occupancy Agreement provides that "Authorized Employees of the University of the District of Columbia, the Office of Residence Life Staff or facility staff have the right to enter your room or unit for administrative purposes, repairs, to inspect for compliance with health, fire or building codes, to inspect for compliance with University and Residence policies, or for any other situation which the University or the Residence deems to be a danger to health, safety, or property." *Id.* 2.

The total control of the student rooms by UDC rather than the occupants of those rooms is also evidenced by the provision in the Occupancy Agreement that "[f]ailure to comply with any University Rules and Regulations may lead to termination of your Occupancy Agreement." *Id.* 4. The Acceptance form also contains proof that the student occupants of the units have no exclusive use or control of their units by requiring the students to acknowledge that "I understand that I am an occupant and not a resident and that I have no rights in the housing as a resident or resident [*sic*]." Acceptance form, attached to Occupancy Agreement at 6, Exhibit 3. Occupation of a room exclusively for the use of and under the control of the occupant would definitely qualify that occupant as a resident of the building for purposes of District law. The

fact that UDC students must affirm that they have no residency rights is also proof that the units at Archstone Van Ness that UDC provides for the use of its students do not qualify as “apartments” as defined in the Zoning Regulations.

UDC also does not treat the units at its off-campus housing as “apartments”. Rents for the units at Archstone Van Ness are fully subject to and regulated by the rent control program in the Rental Housing Act (“Act”). DC Code §§ 42-3501.01 *et seq.* UDC clearly falls within the definition of a “Housing provider” under the Act insofar as that definition includes “any other person receiving or entitled to receive rents or benefits for the use or occupancy of any rental unit within a housing accommodation within the District.” DC Code § 42-3501.03 (15).³ The \$2,800 per month paid by the students for use of the Archstone Van Ness off-campus housing also meets the definition of “rent” under the Act which means “the entire amount of money, money’s worth, benefit, bonus, or gratuity demanded, received, or charged by a housing provider as a condition of occupancy or use of a rental unit, its related services, and its related facilities.” DC Code § 42-3501.03 (28).

Functionally, UDC is renting units from Archstone that are fully subject to the Act, and then in effect subletting these very same units to UDC students at a higher and most likely unlawful rent while refusing to acknowledge that the Act fully applies to its activities as a landlord. Even though UDC is a “housing provider” under the Act and the 21 converted units are still “rental units” under the Act, UDC has never registered as a housing provider or in any

³ “Housing Accommodation” is defined under the Act to mean “any structure or building in the District containing 1 or more rental units and the land appurtenant thereto.” DC Code § 42-3501.03 (14).

“Rental Unit” is defined under the Act to mean “any part of a housing accommodation as defined in paragraph (14) of this section, which is rented or offered for rent for residential occupancy and includes any apartment, efficiency apartment, room, single-family house and the land appurtenant thereto, suite of rooms, or duplex.” DC Code § 42-3501.03 (33).

other manner complied with the requirements of the Act. If the nature of the apartments has not somehow changed by virtue of UDC's leasing and subleasing of them, then UDC is in flagrant violation of the Act.

B. UDC and Archstone Maintain that the Converted Units do not meet the Definition of "Dormitory" under the Zoning Regulations.

In response to VNSTA's conclusion that the UDC units are in fact "dormitories" under the Zoning Regulations, both UDC and Archstone vigorously contest this. The term "dormitory" is not defined in the Zoning Regulations. Those regulations therefore instruct that the definition found in *Webster's Unabridged Dictionary* should be used. See 11 DCMR § 199.2 (g). That definition provides that:

1: a room intended primarily to be slept in; *especially*: a large room providing sleeping quarters for many persons and sometimes divided into cubicles

2 : a residence hall providing separate rooms or suites for individuals or for groups of two, three, or four with common toilet and bathroom facilities but usually without housekeeping facilities.

UDC and Archstone, relying on the second definition in *Webster's*, content that the UDC converted units do not meet this test because these units have "housekeeping facilities" which arguably means kitchens. This argument fails to note the modifier "usually." The presence of kitchens in the converted units does not exclude them from the definition of dormitories; it merely makes them less usual dormitories.

The converted units certainly have all the indicia of what is normally considered a dormitory. As noted above, the UDC Office of Residence Life maintains complete control over the units and Archstone has no involvement. In addition:

- None of the students occupying the converted units has a lease with Archstone.
- Keys to the rooms are issued to the students, and lost keys replaced, by UDC, not Archstone. Occupancy Agreement 2, Ex. 3.

- Resident Assistants have their own units at Archstone Van Ness and monitor the students in the converted units.
- The students must agree to attend mandatory housing meetings. Acceptance 6, Ex. 3.
- The UDC campus police respond to any disruptions involving the converted units, rather than Archstone.
- Archstone disavows all responsibility for the UDC units although these are located within the Archstone housing accommodation. If tenants complain about disturbances emanating from the UDC units, Archstone instructs the tenants to direct their complaints to UDC, and refuses to accept any responsibility notwithstanding their legal obligation under their leases with tenants to provide the tenants with quiet enjoyment of their premises.

Archstone and UDC further argue that even if the converted units were considered a dormitory, dormitories are permitted as a matter of right in R-4 and R-5-D zones under the Zoning Regulations. See 11 DCMR §§ 330.5(i) and 350.4(a). UDC cites *Watergate West, Inc. v. D.C. Bd. of Zoning Adjustment*, 815 A.2d 762 (D.C. 2003), as authority for their argument. *Watergate West*, however, dealt with the conversion of an entire building to dormitory use, not the conversion of merely 21 units in a rent controlled building with 625 units licensed solely to do business as a rental apartment building.

The joint use of Archstone Van Ness as a residential apartment building and a dormitory is incompatible. An 85 year old tenant who wishes to go to bed at 9:00 p.m. and thought she or he was living in a quiet residential apartment building should not suddenly find themselves living next to a dormitory room full of noisy students who are likely to stay up all night studying or otherwise. VNSTA's complaint here, however, is not with the students. There are many students residing at Archstone Van Ness from many different schools such as Howard Law School and American University. These students occupy their rental units as tenants under leases with Archstone. They live as normal tenants, not as dormitory occupants. Tenants having problems with other tenants have the right to resolve their issues pursuant to the provisions of their leases with their landlord Archstone. They do not have to deal with another entity (UDC)

legally separate and distinct from their landlord and with whom the tenants have no legal relationship whatsoever. Mixing such incompatible uses was never contemplated under the Zoning Regulations and should not be permitted.

Finally, UDC and Archstone fail to address the facts that neither UDC nor Archstone have certificates of occupancy to operate a dormitory at 3003 Van Ness Street NW nor do they have business licenses authorizing such a business at this address. The failure to comply with these basic requirements should preclude any right they may assert to use the apartment building at this address as a dormitory.

C. The 21 Converted Units fall within the Definition of “Rooming house” in the Zoning Regulations and such use is not permitted in an R-5-D zone.

As explained above, the 21 converted units do not satisfy the definition of “Apartment” in the Zoning Regulations. Assuming *arguendo* that these units also do not fall within the requirements of the definition of “Dormitory,” how then should these units be classified? The most appropriate definition applicable for these 21 UDC units is that of “Rooming house” which is defined as follows:

Rooming house – a building or part thereof that provides sleeping accommodations for three (3) or more persons who are not members of the immediate family of the resident operator or manager, and in which *accommodations are not under the exclusive control of the occupants*. A rooming house provides accommodations on a monthly or longer basis. The term “rooming house” shall not be interpreted to include an establishment known as, or defined in this title as, a hotel, motel, inn, bed and breakfast, private club, tourist home, guest home, or other transient accommodation (36 DCR 7627).

11 DCMR § 199.1 (emphasis added).

The 21 converted UDC units meet all the requirements of a “rooming house:”

1. These units are part of a building that provides sleeping accommodations for three or more persons:

2. The persons occupying the units are not members of the immediate family of the resident operator or manager;
3. The accommodations are not under the exclusive control of the occupants; and
4. The accommodations are provided on a monthly or longer basis.

A rooming house is a use generally permitted as a matter of right in an R-4 District. 11 DCMR § 330.6. Moreover, any use permitted as a matter of right in an R-4 District is also allowed in an R-5 District. 11 DCMR § 350.4 (a). However, there is a qualification to the rooming houses that are allowed as a matter of right in an R-4 District. The Zoning Regulations provide as follows in 11 DCMR § 330.6:

A rooming or boarding house shall be permitted as a matter of right in an R-4 District; provided:

* * *

- (d) Cooking facilities are not provided in any individual unit ...

Each of the 21 converted units has a kitchen with cooking facilities. Therefore, the use of these units as a rooming house is not allowed as a matter of right in an R-4 District under the Zoning Regulations, nor is it otherwise allowed as a matter of right in an R-5 District. In addition, neither Archstone nor UDC has a certificate of occupancy or business license to operate a rooming house. The granting of the building permit to allow the conversion of the 21 units from apartment use to rooming house use therefore violates the Zoning Regulations.

II. THE BUILDING PERMIT ALSO VIOLATES 11DCMR § 3202.2 BECAUSE IT DID NOT CONTAIN SUFFICIENT INFORMATION NECESSARY TO DETERMINE COMPLIANCE WITH THE ZONING REGULATIONS.

Section 3202.2 of the Zoning Regulations recognizes that each application for a building permit must be accompanied by sufficient information to allow a determination of compliance with the Zoning Regulations. The application submitted for the Building Permit does not do so. Application, attached hereto as Exhibit 4.

Because there were no construction drawings attached as required by 11 DCMR § 3202.2 (a), there is no way to tell if structural changes occurred or whether the work was done in accordance with the Construction Code. This requirement for a building permit includes, but is not limited to, light, air, passageways, etc., and whether separate electric, plumbing, or mechanical installation permits are necessary.

Because the Environmental Questionnaire part of the building permit application was not filled out accurately in that the applicant checked that the building was not built before 1978, no Lead Hazard Control Questionnaire was filled out to determine if a permit was needed to conduct Lead Abatement, a serious safety and health concern for all residents. The Property was built on or before 1970.

The Application also contains numerous other inaccuracies, including the following:

- The owner of the building is shown as Archstone/UDC. No such entity exists and UDC has no ownership interest in 3003 Van Ness Street, N.W.
- The building is shown as 12 stories with 100 apartments on each floor. The building is 11 stories and there are 34 apartments on each floor on the west side and 25 apartments on each floor on the south side.
- Part of the building permit application is a zoning form. None was filled out and none was submitted, nor did anyone from Zoning sign off on the building permit application.
- Structural Engineering signed off on the application even though they did not know what units construction was to take place in, no construction drawings were submitted, and the building has over 15 different floor plans.

- The Application was signed by Eric Matthews. Eric Matthews was the agent hired by UDC. He is not the owner or agent of the owner Smith Property Holdings Van Ness L.P.

Moreover, the building permit issued did not identify the units where 21 walls were to be added to convert those units from one bedroom apartments to two bedroom apartments. The owner of the Property is also misidentified as Smith Property Holdings 4411 Connecticut Avenue, rather than Smith Property Holdings Van Ness LP.

Finally, the Building Permit should never have been issued because UDC failed to notify ANC3F and the Ward Councilmember prior to the issuance of the Building Permit that UDC had leased property at Archstone Van Ness. DC Code § 1-309.10(b) requires that:

Thirty days written notice . . . of such District government actions or proposed actions, including (1) the intent to acquire an interest in real property, either through purchase or lease or (2) the intent to change the use of property owned or leased by or on behalf of the government, shall be given by first-class mail to the Office of Advisory Neighborhood Commissions, each affected Commission, the Commissioner representing a single-member district affected by said actions, and to each affected Ward Councilmember . . .

The DCRA has also violated DC Code § 6-641.09(b) which further specifies that:

A building permit shall not be issued to or on behalf of the District government unless proper notice has been given under § 1-309.10. The Department of Consumer and Regulatory Affairs shall issue a cease and desist order to enjoin any construction project that is issued in noncompliance with this section.

It should be noted that the notices of infraction issued on August 11, 2010, for work on the walls that was being done without a permit were issued to UDC, not Archstone. See Notices of Infraction, attached hereto as Exhibit 5. Moreover, the application for the building permit identified “Archstone/UDC” as the applicant and Eric Matthews, an agent for UDC, as the agent for the applicant. See Application, Ex. 4. The Building Permit was clearly issued at least “on

behalf of the District of Columbia.” Because proper notice was never given to ANC3F and the Ward Councilmember, DCRA should have issued a cease and desist order to UDC, rather than unlawfully issuing a building permit.

WITNESSES AND EXHIBITS

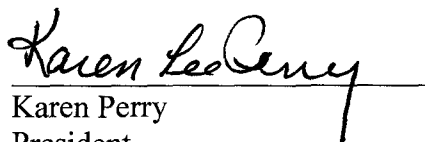
VNSTA intends to introduce as exhibits all the exhibits attached hereto and the Building Permit attached to its appeal. VNSTA reserves the right to introduce other documents as it deems necessary to support its appeal.

The witnesses for VNSTA will primarily testify regarding the incompatibility of the use of Archstone Van Ness as a rental apartment building, and as a dormitory or rooming house. The particular witnesses who will testify will depend upon their workschedules and availability.

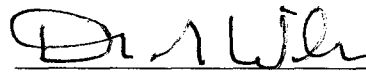
CONCLUSION

For all the reasons cited herein, this appeal should be granted, the building permit found to have been unlawfully issued, and the walls ordered to be removed.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Karen Perry", is written over a horizontal line.

Karen Perry
President
Van Ness South Tenants' Association
3003 Van Ness Street NW
Apt W118
Washington, DC 20008
(202) 363-6748
Karenperry2@juno.com



David G. Wilson
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March 2, 2011

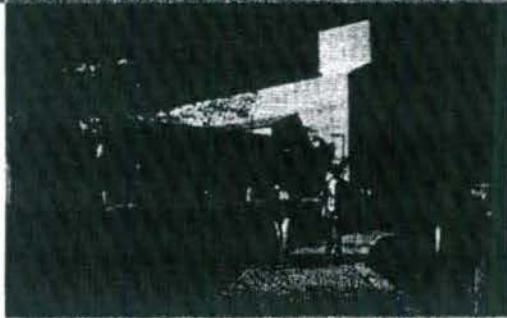
EXHIBIT 1

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UNIVERSITY OF THE DISTRICT OF COLUMBIA
1851



Application Deadlines:

Application Due: Open upon all spaces are filled – Limited Space Available!

Deposit Due: Open upon all spaces are filled – Limited Space Available!

Response Forms Due: Aug 4

Winter Break (Halls Closed):
Dec 19 - Jan 10

End-Semester Move Out:
Seniors May 15
Everyone Else May 11

Office of Residence Life

Main Office
Building 38, Room A-09
202.274.6380
202.274.6033
housing@udc.edu

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Office of Residence Life Facility Information

Archstone Van Ness
3003 Van Ness St. NW
Washington, DC 20008

Cost: \$4,200 per semester or \$8,400 for academic year (Fall 2010 and Spring 2011)

- 24-hour resident concierge / Doorman
- Sparkling olympic size swimming pool
- 24-hour fitness center and saunas
- Variety of exercise classes offered weekly
- Multi-purpose resident community room
- On-site dry cleaning valet
- ATM
- Steps to Van Ness/UDC Metro stop
- Underground walk way to grocery shopping

The apartments will have the following furnishings:

- bed – extra long twin size
- dresser
- desk and chair
- microwave
- stove
- refrigerator
- dishwasher

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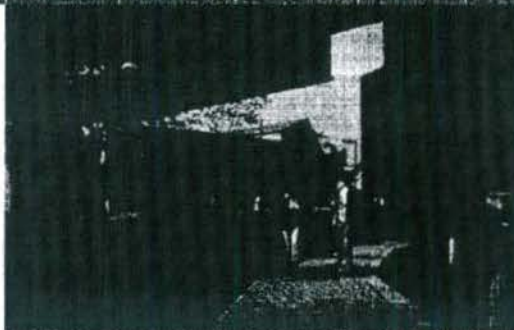
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[Occupancy Agreement](#)
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[Health Form](#)
[Suggested and Prohibited Items](#)
[Federal Lead-Based Paint Brochure](#)

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Seniors May 15
Everyone Else May 11
Office of Residence Life**Main Office**

Building 38, Room A-09

202.274.6360

202.274.6033

housing@udc.edu

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Office of Residence Life

Important Dates

Housing Application DUE	Open upon all spaces are filled -- Limited Space Available!
Housing Deposit DUE	Open upon all spaces are filled -- Limited Space Available!
Housing Notification Letters Distributed	August 4
Housing Response Forms DUE	August 9
Fall 2010	
* Residence Halls Open	August 15 - 22
Registration	August 18 - 20
Classes Begin	August 25
Classes End	December 4
Final Exams	December 12 - 18
Residence Halls Closed - Winter Break	December 19 - January 10
Spring 2011	
*Residence Halls Open	January 11
Registration	January 12 - 14
Classes Begin	January 20
Classes End	April 30
Final Exams	May 4 - 10
Commencement	May 14
*End-of-Semester Move Out	Freshmen, Sophomores and Juniors (May 11) Seniors (May 15)

*Note: The dates provided above are subject to change and may vary per student category.

Forms & Documents
[Housing Application](#)
[Occupancy Agreement](#)
[Housing Response Form](#)
[Guest Registration Form](#)
[Health Form](#)
[Suggested and Prohibited Items](#)
[Federal Lead-Based Paint Brochure](#)
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EXHIBIT 3



**OFFICE OF RESIDENCE LIFE
UNIVERSITY OF THE DISTRICT OF COLUMBIA
TERMS AND CONDITIONS OF
OCCUPANCY AGREEMENT FOR OFF-CAMPUS STUDENT HOUSING
ACADEMIC YEAR 2010 - 2011**

This Student Occupancy Agreement ("Agreement") is made and entered into as of the _____ day of _____ (month), _____ (year) by and between the University of the District of Columbia (UDC), and _____ ("*Student*").

AN OCCUPANT must be a registered full-time student in good academic and financial standing. If a student has been placed on Academic Probation, he or she will have to submit a written explanation of the circumstances and request to the Director of Residence Life for consideration of continued housing. A written response will be sent to the student of the decision to allow or deny continued housing.

OCCUPANCY is a privilege and not a right. All occupants are subject to, and agree to abide by, the terms and conditions **outlined in this Occupancy Agreement, the Student Housing Operational Guide, Code of Student Conduct and, where applicable, the UDC Student-Athlete Code of Conduct** (*as those documents may be revised and incorporated by reference*).

ROOM OR UNIT ASSIGNMENTS

The Director of Residence Life or the Vice President of Student Affairs reserves the right to authorize or deny unit/room or roommate changes and reserves the right to require a student occupant to move from one unit to another during the year, as necessary.

MANDATORY HOUSING MEETINGS will take place twice per semester and as scheduled by the Director of Residence Life and/or designated staff of the Office of Residence Life. If you have failed to attend any mandatory meetings, you are still responsible for the information that was discussed and distributed during those meetings.

SUBLETTING is not permitted under any circumstances. (Subletting is when an occupant seeks to rent out all or part of a rented unit (apartment, for example) to another person. The students who signed the agreement with the University and are authorized to stay in the unit are held responsible to the terms of the Occupancy Agreement with the University. Further, a student occupant cannot assign or transfer the Occupancy Agreement to another person.

GUESTS are persons not assigned to a particular apartment room or unit, but are in the apartment room or unit at the invitation of an occupant. **Guests are permitted as a privilege.** Guests are permitted provided that you have the consent of your roommates. Guests must be accompanied throughout the Residential facility at all times. Guests arriving or staying after 12:00 midnight will be treated as **OVERNIGHT GUESTS** and require the completion of the Guest Registration Form and the written approval of the Director of Residence Life. Contact your Director of Residence Life to obtain a Guest Registration Form prior to your guest arrival.

ONE OVERNIGHT GUEST at a time is permitted, provided you have the consent of your roommates, have completed the Guest Registration Form, and have received written approval from the Director of Residence Life prior to guest arrival. Your overnight guest may remain for a maximum of 3 consecutive nights per month, not to exceed 4 nights per month. You are restricted to a total of 4 nights per month for any and all overnight guests. Should you and/or your guest violate this provision, you will be charged with improperly harboring a guest as defined in the Code of Student Conduct and may be subject to discipline. **HARBORING** is not allowed under any circumstances.

OCCUPANT CONDUCT AND THE CONDUCT OF GUESTS AND OVERNIGHT GUESTS are your responsibility. You are responsible for ensuring that your guests do not infringe upon the rights of other apartment residents or UDC students or occupants. Failure by you or your guest to comply with this provision or any provision of this agreement may result in disciplinary action to include termination of this Occupancy Agreement and removal from the Apartment Unit.

MAINTAINING A SAFE, SECURE AND HEALTHY LIVING ENVIRONMENT is the responsibility of all occupants in the Apartment Unit. **Students must immediately report all crimes, medical emergencies, fire and suspicious activities to the local police (911) and UDC police, and the Director of Residence Life.** Students are encouraged to secure their apartment doors at all times, to not prop open outside doors, to safeguard valuables (including credit/debit cards, PINS, etc.) and maintain renters' insurance.

NO PETS will be allowed in the Apartment Unit.

CANDLES, INCENSE, AND KEROSENE HEATERS/LAMPS

For fire safety reasons, possession of and/or burning candles, incense, kerosene heaters or any other open-flame devices are prohibited in the Apartment Unit.

KEYS AND ACCESS CARDS will be issued on the day you move in. Please note that there is a replacement charge for each lost/stolen key or access card. All charges will be placed on your student account and will be subject to applicable late fees, deferment fees and service charges. You may not duplicate or alter keys or access cards. You may not install any locks in the Apartment Unit, including your apartment room or unit.

AUTHORIZED EMPLOYEES OF THE UNIVERSITY OF THE DISTRICT OF COLUMBIA, the Office of Residence Life Staff or facility staff have the right to enter your room or unit for administrative purposes, repairs, to inspect for compliance with health, fire or building codes, to inspect for compliance with University and Residence policies, or for any other situation which the University or the Residence deems to be a danger to health, safety or property. Notice of 24 hours will be given, if possible, and a notice will be left in your room or unit, containing the date, time, and purpose of entrance, and any applicable charges.

REPAIRS NEEDED OR DAMAGE TO your apartment room or unit, its contents or to common areas should be reported immediately to the UDC Director of Residence Life and/or Office of Residence Life staff. Damages due to the negligence or fault of the student occupant or his/her guests occurring during or after move-in will be placed on your student account and will be subject to applicable late fees, deferment fees and service charges. Unless individual responsibility for damage to common areas is established, damages and charges will be assessed

equally against all occupants of the apartment, floor or the Apartment Unit as applicable.

THE UNIVERSITY DOES NOT INSURE THE PERSONAL PROPERTY OF ANY STUDENT OR STAFF OCCUPANT OR GUEST. Neither the District, the University of the District of Columbia, its officers, employees or agents is liable for theft, loss, damage or destruction of personal property, or for bodily injury or death. The University strongly recommends that each student occupant make separate arrangements and obtain the appropriate insurance through a renter's or homeowner's policy.

PLEASE NOTE THAT THE UNIVERSITY HAS BEEN ADVISED BY THE PROPERTY OWNER, ARCHSTONE, AND/OR ITS MANAGEMENT AGENT THAT LEAD-BASED PAINT HAS BEEN USED THROUGHOUT THE APARTMENT TO INCLUDE THE EXTERIOR, INTERIOR AND COMMON AREAS. The property owner and/or its management agent have further advised that: "lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women." A federally approved pamphlet on lead poisoning prevention is attached to this agreement and additional copies are available at the University's Office of Residence Life located in Building 38, Room A-09. _____ Initials of Occupant

SMOKING OR POSSESSING A LIT TOBACCO PRODUCT is not permitted in the apartment room or units or other prohibited areas of the Archstone property. *(See University policy in the Code of Student Conduct, as revised and incorporated by reference.)*

DISTURBING THE PEACE is prohibited. Disturbing the peace includes, but is not limited to, unreasonable or excessive noise, disorderly conduct, fighting, quarreling, failure to comply with an order to disperse and/or being in a state of intoxication or impairment due to unlawful alcohol or drug usage. Failure to comply with this provision may result in disciplinary action to include termination of this Occupancy Agreement and removal from the Apartment Unit. *(See University policy in the Code of Student Conduct, as revised and incorporated by reference.)*

DISPLAYING OR POSSESSING A GUN, AMMUNITION, KNIFE, OR OTHER WEAPON is prohibited.

POSSESSION, DISTRIBUTION OR CONSUMPTION OF ALCOHOL by you or your guests, unless while in attendance at a University-sponsored event where alcohol is permitted, is prohibited on all University property or University premises, building facilities and other property in the possession of or owned, used, or controlled by the University to include any apartment room or unit or any common area of the Residence. Failure to comply with this provision may result in disciplinary action to include termination of occupancy from the Apartment Unit. *(See University policy in the Code of Student Conduct, as revised and incorporated by reference.)*

UNAUTHORIZED USE OR POSSESSION OF A CONTROLLED SUBSTANCE OR DRUG PARAPHENALIA IS PROHIBITED by you or your guests on University property or University premises, including all land, building facilities and other property in the possession of or owned, used, or controlled by the University and including any apartment room or unit or any common area of the Residence. Failure to comply with this provision may result in disciplinary

action to include termination of occupancy from the Apartment Unit. *(See University policy in the Code of Student Conduct, as revised and as incorporated by reference.)*

PARKING

Parking is available at the Archstone property on a limited basis and must be coordinated through the Director of Residence Life.

FEDERAL AND STATE LAW

All occupants and guests are subject to and agree to abide by applicable federal and local laws.

FAILURE TO COMPLY AND TERMINATION OF OCCUPANCY

Failure to comply with any University Rules and Regulations may lead to termination of your Occupancy Agreement.

OCCUPANCY MAY BE TERMINATED IF you (1) fraudulently misrepresent any information on your application, letter of intent or tender or (2) engage in serious misconduct warranting substantial disciplinary penalty (3) are not a full-time enrolled student at the University (Flagship or Community College) in good academic and financial standing for the semester that you are receiving housing.

REQUESTS FOR HOUSING DURING SEMESTER BREAK

You understand that you are permitted to stay in the apartment room or unit during the University's scheduled winter break only if you have been identified by the Office of Residence Life as a special need for housing throughout the semester break. Extended stays between semesters or at the end of the Academic Year are subject to the terms of the Occupancy Agreement.

FALL/SPRING TERM MOVE IN/OUT

The Director of Residence Life and/or designated Office of Residence Life staff will provide information regarding the dates and times associated with dates when you will have to vacate the Apartment Unit as well as move in and move out each semester. **I UNDERSTAND AND AGREE TO PAY A PRORATED FEE OF \$68.34 DAILY IN THE EVENT I HOLDOVER OR STAY BEYOND THE TERMINATION DATE.** Permission to stay beyond the termination date must be granted by the Director of Residence Life.

LIQUIDATED DAMAGES: FAILURE TO RETURN ALL KEYS FOR WINTER BREAK AND AT THE CONCLUSION OF SPRING TERM HOUSING WILL RESULT IN A DAILY PROATED FEE. ADDITIONAL CHARGES MAY APPLY FOR LOST OR STOLEN KEYS, AND OR REPLACEMENT OF YOUR APARTMENT UNIT FRONT DOOR LOCK.

PAYMENT INFORMATION

A non-refundable deposit of \$150 is required and must accompany your Housing Application. If you are receiving financial aid from the University, your financial aid package **may not** cover the deposit / reservation fee. The non-refundable deposit will be used as a reservation for and the maintenance of housing.

UNIVERSITY POLICIES & PROCEDURES

I certify that I have read and understand all the terms and conditions of the Occupancy Agreement. I further certify that all of the information that you have placed on my Occupancy Agreement is accurate and correct. By signing this contract, I agree to the terms and conditions stated herein. I also understand that it is my responsibility to read, know, and follow all the rules and regulations established in the current Code of Student Conduct, Student Housing Operational Guide, and in this Occupancy Agreement and the Student-Athlete Code of Conduct as that may apply to me or my guests.

Signature of Student - Required**Print****Date**

Signature of Parent/Guardian (if student is under 18)**Print****Date**

ACCEPTANCE

I agree to abide by all University, housing rules/guidelines and applicable standards of student conduct currently in force and as they may be revised. I agree to attend all mandatory housing meetings. I understand that I am an occupant and not a resident and that I have no rights in the housing as a resident or resident. I also affirm that all information provided above is true and correct to the best of my knowledge.

IN WITNESS WHEREOF, Student and UDC have executed this Residency Agreement as of the date first above written.

Student Information – ALL FIELDS REQUIRED

Name (Please Print)		UDC I.D. Number	
Permanent Home Street Address	City	State	Zip Code
Home Phone	Cell Phone	Email Address	

University Status: (Select One) ☐ Undergraduate ☐ Graduate ☐ Law School ☐ Community College

Undergraduate Classification: (Select One) ☐ Freshman ☐ Sophomore ☐ Junior ☐ Senior

In the event you are missing for 48 hours, the University has the right to contact the emergency number that is listed below.

EMERGENCY CONTACT

By identifying an emergency contact below you give permission to the University to contact this person on your behalf and disclose information that may be confidential or otherwise contained in your educational records in an emergency situation or as warranted.

Name (Please print)		Relationship	
Home Street Address	City	State	Zip Code
Home Phone	Cell Phone	Email Address	

Signature of the Vice President of Student Affairs or University of the District of Columbia Designee	Date
--	-------------

As a student occupant, you may identify a contact person(s) who the University will notify if you become missing for 24 hours. The University will notify this person if it is determined that you are missing. This missing persons contact information will be kept confidential by the Division of Student Affairs/Office of Residence Life and will be accessible only to authorized campus officials and local law enforcement, to include the Office of Public Safety and the DC Metropolitan Police Department, in furtherance of a missing person investigation. The DC Metropolitan Police Department will be notified within 24 hours of the determination that you are missing. If you, the missing student, are under 18 years of age and not emancipated, the University will notify your custodial parent or guardian in addition to notifying the missing person contact as designated by you.

Missing Persons Contact

Name:		Relationship to Occupant
Address	City	State
Zip		
Email Address	Telephone	

EXHIBIT 4

STOP WORK

PRE-FILE NUMBERS		ZONING DISTRICT	FILE NUMBER	PERMIT NUMBER	
N.C.P.C. No:	O.C. No:	15-5-D			By:
H.P.A. No:	E.L. No:	Ward No:	Receipt No:	Date:	Receipt No:



DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS

Tel 202-442-4589 Fax 202-442-4862

APPLICATION FOR CONSTRUCTION PERMITS ON PRIVATE PROPERTY
(PRINT IN INK OR TYPE, DO NOT WRITE IN SHADED AREAS OR ON PAGE 4)

DLRA-10
(Rev. 2004)

CLEARANCE TO FILE

By: _____ Date: _____

ERASING, CROSSING OUT, WRITING OUT, OR OTHERWISE ALTERING ANY ENTERED INFORMATION WILL VOID THIS APPLICATION

(A) ALL APPLICANTS MUST COMPLETE ITEMS 1 THRU 27

1 Address of Proposed Work: 3003 Van Ness Ave, NW		Suite No.	2 Lot	3 Square	4 Application Date 8/13/10
5 Owner of Building or Property Archstone/UDC		6 Address (include Zip Code) 3003 Van Ness Ave, NW 20008			7 Phone 202 274 5353
8 Agent for Owner: (if applicable) Eric Matthews		9 Address (include Zip Code) Cor Raleigh Pl, SE 20032			10 Phone 202 562 0027
11. Type of Proposed Work (check all applicable boxes)					
☐ New Building ☐ Addition ☒ Alteration and Repair ☐ Raze Building ☐ Retaining Wall ☐ Fence ☐ Shed ☐ Awning ☐ Garage ☐ Sign ☐ Projection ☐ Other (Specify) _____					

"False statements or misrepresentation of facts on a permit application and/or plans is subject to criminal penalties pursuant to DC law 22-2405"

12. Description of Proposed Work adding 21 walls to 21 apartment rooms

13 Existing Use(s) of Building or Property Apartment Building		14 Ex. No of Stories of Bldg 12	15 Ex No of Dwelling Units 100 each floor	Official Use Only Miscellaneous FEE	
6 Proposed Use(s) of Building or Property Apartment Building		17 Prop No of Stories of Bldg 12	18 Prop. No of Dwelling Units 100 each floor	By:	Date:
9 Starting Date 3/13/10	20 Completion Date of work 8/16/10	21 Method of Removing Construction Debris ☐ Pick-up Truck ☐ Dumpster ☐ Other (specify)		22 Does the proposed work involve disturbing the earth or razing a building? ☐ Yes, answer q. 23 ☐ No, SKIP q. 23-27	
Is the area of disturbed earth more than 50 sq. ft? ☐ Yes, answer q. 24-25 ☐ No, SKIP q. 24-25		24. Soil Erosion Control Methods		25. Area of Offsite Drainage sq. ft.	26. No of Footings or Columns
					27 Size of Footings or Columns

ALWAYS SIGN THE APPLICATION ON PAGE 3 (SECTION I)

Complete Section B if the proposed work is new building, addition or alteration. (Page 2)
Complete Section C if the proposed work is razing a building. (Page 2)
Complete Section D if the proposed work is a retaining wall. (Page 2)
Complete Section E if the proposed work is a fence. (Page 3)
Complete Section F if the proposed work is a shed/garage. (Page 3)
Complete Section G if the proposed work is an awning. (Page 3)
Complete Section H if the proposed work is a sign. (Page 3)

OFFICIAL USE ONLY

	R	P	H	A	
M					
P					
E					W ☐ Yes ☐ No
F					PLANS
S					No ☐ Sm ☐ Lg

(B) NEW BUILDING, ADDITION, & ALTERATION (COMPLETE ITEMS 28 THRU 60)

28. Architect's Name:		29. D.C. Lic. No.:		30. Architect's Address: (Include Zip Code)		31. Phone:													
32. Engineer's Name:		33. D.C. Lic. No.:		34. Engineer's Address: (Include Zip Code)		35. Phone:													
36. Building Contractor's Name:		36A. D.C. Lic. No.:		37. Contractor's Address:		38. Phone:													
39. Type of Construction ☐ Masonry ☐ Steel ☐ Wood ☐ Other ☐ Concrete		40. Fire Suppression: ☐ Fully Sprinklered ☐ Standpipe System ☐ Partially Sprinklered ☐ None ☐ Other _____		41. Booster Pump ☐ New ☐ Existing ☐ None		42. Total Lot Area sq. ft.													
44. Present Gross Floor Area of Bldg. sq. ft.		45. Proposed Gross Floor Area of Bldg. sq. ft.		46. Floors involved in this permit ☐ All ☐ Floors _____		43. Breakdown of Lot Area (= 100%) a. building _____ % b. paved area _____ % c. driveway _____ %													
48. Number and type of projection:		49. Distance of projection:		50. Width of projection:		51. Width of building frontage ft.													
						52. Signature of Owner (projection only):													
53. Water or Sewer Excavation? ☐ Yes ☐ No		54. Driveway Construction? ☐ Yes ☐ No		55. Shoring/Shoring Necessary? ☐ Yes ☐ No		56. Elevators Involved? ☐ Yes, answer q. 57 ☐ No													
57. No and type of elevator		58. Plans Certified by Engineer? ☐ Yes, cert. attached ☐ No																	
59. Estimated Cost of Work (a) New/Add: \$ <u>25,595</u> (b) Alt/Repair \$ _____ Total \$ <u>25,595</u>		OFFICIAL USE ONLY <table border="1"> <tr> <td>Alter/Repair FEE</td> <td>New Const. FEE</td> <td>Filing Fee</td> <td>TOTAL PERMIT FEE</td> </tr> <tr> <td>\$ <u>541.90</u> <u>33.27</u></td> <td>\$ <u>270.95</u></td> <td>\$ _____</td> <td>\$ <u>812.85</u> <u>33.27</u></td> </tr> <tr> <td>By: <u>u</u></td> <td>Date: <u>8/13/00</u></td> <td>By: <u>u</u></td> <td>Date: <u>8/13/00</u></td> </tr> </table>						Alter/Repair FEE	New Const. FEE	Filing Fee	TOTAL PERMIT FEE	\$ <u>541.90</u> <u>33.27</u>	\$ <u>270.95</u>	\$ _____	\$ <u>812.85</u> <u>33.27</u>	By: <u>u</u>	Date: <u>8/13/00</u>	By: <u>u</u>	Date: <u>8/13/00</u>
Alter/Repair FEE	New Const. FEE	Filing Fee	TOTAL PERMIT FEE																
\$ <u>541.90</u> <u>33.27</u>	\$ <u>270.95</u>	\$ _____	\$ <u>812.85</u> <u>33.27</u>																
By: <u>u</u>	Date: <u>8/13/00</u>	By: <u>u</u>	Date: <u>8/13/00</u>																
60. Volume of New Bldg. or Addition cubic ft.																			

(C) RAZING A BUILDING (COMPLETE ITEMS 61 THRU 83)

61. Raze Contractor's Name:		62. Contractor's Address: (Include Zip Code)		63. Phone:	
64. Insurance Company		65. Policy or Cert. Number		66. Expiration Date	
67. Raze Method					
68. Building Material	69. Raze Entire Building? ☐ Yes ☐ No	70. Building Condemned? ☐ Yes ☐ No	70A. Building Vacant? ☐ Yes ☐ No	71. Public Space Vault? ☐ Yes ☐ No	72. Disconnect Water and/or Sewer? ☐ Yes ☐ No
73. Size of Water Connection in.					
74. Plumber's Name:		75. D.C. Lic. No.	76. Length ft.	77. Width ft.	78. Height ft.
79. Volume ft.		80. Party Wall? ☐ Yes ☐ No			
81. Asbestos in the Building? ☐ No ☐ Yes, location _____		82. Raze Contractor Signature		OFFICIAL USE ONLY FEE By: Date:	
		83. Owner's Signature		\$	

(D) RETAINING WALL (COMPLETE ITEMS 84 THRU 93) The retaining wall will not obstruct any accessible parking required by D.C. Zoning Regulations

84. Cost of Work \$	85. Material:	86. Height	87. Color	88. Location: ☐ Entirely on Owner's Land ☐ Party Line with Adjacent Neighboring Land *	
89. Signature of Adjoining Owner:		90. Phone: Home Work		OFFICIAL USE ONLY FEE By: Date:	
91. Address of Adjoining Owner:		92. Lot:	93. Square:	\$	

* If party wall, the owner of the adjoining property must agree to the erection of the retaining wall and this application

(E) FENCE (COMPLETE ITEMS 94 THRU 102) The fence will not obstruct any reasonable parking

regulated by D.C. Zoning Regulations

14. Material and type:

95. Height
ft.

96. Color:

97. Location: ☐ Backyard on Owner's Land
☐ Party Line with Adjacent Neighboring Land o.

18. Signature of Adjoining Owner:

* If party fence, the owner of the adjoining property must agree to the erection of the fence and this application

99. Photos: Work
House

100. Address of Adjoining Owner:

101. Lot

102. Square

OFFICIAL USE ONLY

\$

FEE

By:

Date:

(F) SHED OR GARAGE (COMPLETE ITEMS 103 THRU 113)

103. Number

104. Length:
ft.105. Width
ft.106. Area:
sq.ft.107. Height
ft.108. Volume
cu.ft.109. Est. Cost of Work
\$

OFFICIAL USE ONLY

FEE

110. Material of Roof

111. Material of Sides

112. Wall Thickness:
☐ Exterior () inches
☐ Party () inches

113. Color

By:

Date:

(G) AWNING (COMPLETE ITEMS 114 THRU 123)

114. Number:

115. Color

116. Type:
☐ Folding
☐ Fixed117. Projection:
Beyond bldg. line
Beyond pt. of extension118. Height of Lowest Part
of awning

OFFICIAL USE ONLY

FEE

119. Material
Frame120. Material of
Covering121. Latching
on awning?
☐ Yes
☐ No122. Fixed
Roof?
☐ Yes
☐ No123. Over Side-
walk cutoff?
☐ Yes
☐ No(a) ft above sidewalk
(b) ft above parking
(c) ft above grade

By:

Date:

(H) SIGN (COMPLETE ITEMS 124 THRU 144)

124. Number

125. Electric Sign?
☐ Yes, answer q. 126-133
☐ No, SKIP q. 126-133126. Type:
☐ Incandescent,
☐ Fluorescent,
☐ Neon127. Power
_____ VA128. Electrical Contractor
License Number:129. Electrical Contractor
License Number:

130. Address of Electrical Contractor (include Zip)

130. Signature of Licensed Electrician

131. Phone No.

132. License No.

133. Height relative to building and ground

134. Material of Sign

135. Type of Sign

136. Color

ft. is above sidewalk

ft. is above roof

ft. is in building height

ft. is above projection of window

ft. is from roof to sign's bottom

137. Width
ft.138. Length
ft.139. Area of Sign
sq. ft.140. Width of Business
Frontage
ft.

C of O No for Bldg.

142. Sign Contractor:

License No.

Sign Contractor's Address:

144. Phone:

OFFICIAL USE ONLY

Sign FEE

\$

Elect. FEE

\$

Total FEE

By:

Date:

By:

Date:

By:

Date:

(I) APPLICANT'S SIGNATURE

OWNER: I hereby certify that I am the owner of the property, that the application and plans are complete and correct to the best of my knowledge, that if a permit (or permit) is issued, the construction will conform to the D.C. Construction Codes, the Zoning Regulations, and other applicable laws and regulations of the District of Columbia.

Name of Owner

Address

Date

AGENT: I hereby certify that I have the authority of the owner to make this application. I declare that the application and plans are complete and correct to the best of my knowledge. The owner has acknowledged that if a permit (or permit) is issued, the construction will conform to the D.C. Construction Codes, the Zoning Regulations, and other applicable laws and regulations of the District of Columbia.

Name of Agent

Address

Date

Cos R. Kelly P.I.S.E.

Date 8/19/10

(J) APPROVALS (DO NOT WRITE ON THIS PAGE; OFFICIAL USE ONLY):**A. PERMIT CONTROL**

- ☐ 1. Fine Arts by: _____ Date: _____
☐ 2. Historic by: _____ Date: _____
☐ 3. Cap. Gateway by: _____ Date: _____
☐ 4. NCPG by: _____ Date: _____
☐ 5. W.F./Obs. Precinct by: _____ Date: _____
☒ 6. Flood Control by: _____ Date: _____
☒ 7. WMATA by: PNV Date: 8/13/10
☐ 8. Condem. by: _____ Date: _____
☐ 9. Rental Accom. by: _____ Date: _____
☐ 10. Chantown Distr. by: _____ Date: _____
☐ 11. Utility Clearance by: _____ Date: _____
☐ 12. General Liability Ins. Policy
 Clearance by: _____ Date: _____

B. CLEARANCE TO FILE PLANS

- ☐ 1. Zoning by: _____ Date: _____
☐ 2. DDOT - Permit and Records Division
 Access to Parking Street ☐ Street ☐ Alley
 Cleared by: _____ Date: _____
☐ 3. DDOT - Consumer Engineer
 Cleared by: _____ Date: _____
☐ 4. ERA - Erosion Control
 Cleared by: _____ Date: _____

Restrictions of the Permit:

*No plans required per 12 DCMR 106.1
 (page 5) EXCEPTION. Approved by Paul M. Hopton
 8/13/10 (202) 481-3386*

**TO REPORT WASTE, FRAUD,
 OR ABUSE BY ANY D.C. GOVERNMENT
 OFFICIAL, CALL THE D.C. INSPECTOR
 GENERAL AT 1-800-521-1639**

C. PLANS AND APPLICATION APPROVAL

- ☐ 1. Information Counter by: W.L. Date: 8/13/10
☐ 2. Information Counter by: _____ Date: _____
☐ (a) ABRA by: _____ Date: _____
☐ (b) Noise Control by: _____ Date: _____
☐ (c) Industrial Safety by: _____ Date: _____
☐ (d) Vector Control by: _____ Date: _____
☐ (e) D.C. Animal by: _____ Date: _____
☐ (f) Police Dept. by: _____ Date: _____
☒ 3. Zoning by: _____ Date: _____
 Zoning Update by: _____ Date: _____
 Zoning Overlay approval by: _____ Date: _____
☐ 4. DDOT - Permit and Records Division/Deposit \$
 Sidewalk Deposit \$ _____ Driveway Deposit \$ _____
 by _____ Date: _____
☐ 5. Water/Sewer Design Branch
 Consumer Eng. by: _____ Date: _____
☐ 6. Environmental Regulation Administration
☐ Environmental Policy Review
 Control No. _____ Date: _____
☐ Erosion Control by: _____ Date: _____
☐ Storm Water Mgmt. by: _____ Date: _____
 Plan No. _____
☐ Air Quality by: _____ Date: _____
☐ Underground Storage by: _____ Date: _____
☐ 7. Mechanical Eng. Review by: _____ Date: _____
☐ 8. Plumbing Eng. Review by: _____ Date: _____
☐ 9. Electrical Eng. Review by: _____ Date: _____
☐ 10. Health Plan Review
☐ (a) Food Plan Review by: _____ Date: _____
☐ (b) Medical X-Ray Plan Rev.
 by: _____ Date: _____
☐ 11. Fire Protection Plan Review
 by: _____ Date: _____
☐ 12. D.C. Fire Dept. (Fire Prevention Plan Review Section)
 by: _____ Date: _____
☐ 13. Elevator Plan Rev. Sec. by: _____ Date: _____
☐ 14. Plumbing Insp. Rev. by: _____ Date: _____
☐ 15. Construction Insp. Branch (Field Check)
 by: _____ Date: _____
☐ 16. Historic Pres. Div. by: _____ Date: _____
☐ 17. EISP: _____ Date: _____
☒ 18. Structural Eng. by: Just Date: 8/13/10
☐ 19. Permit and Certificate Insurance Counter
 by: _____ Date: _____
☐ 20. QC By: JD Date: 8/13/10

ZONING

C of O Number _____ Date _____
 Existing Use(s) _____
 Proposed Use _____

- ☐ New Bldg
☐ P.O.D.
☐ File in
 room 2124

DDOT - PUBLIC SPACE

Street Name: _____
 Street Width: _____
 Road Width: _____
 Sidewalk Width: _____
 Parking: _____

Job No.

BZA Case No

PUD Order No.

Restrictions:

**DISTRICT DEPARTMENT OF THE ENVIRONMENT
BUILDING PERMIT APPLICATION SUPPLEMENTAL FORM - ENVIRONMENTAL QUESTIONNAIRE**

PROJECT ADDRESS: _____ LOT _____ SQUARE _____

Note: please answer all 10 questions in this questionnaire, by checking either column Yes or "No" for each question. If you answer "Yes" to any of the questions, you should contact the corresponding office(s) indicated in column 'contact person/office', as soon as possible. Until this application is reviewed and approved by the concerned office(s), the permit will not be issued.

1. Does the total cost of the project exceed \$1 million? This does not apply if project is for internal (tenant space) renovation only and there will be no change in the use of the building.	☒	(202) 535-2600, EIS Coordinator
2. Will the work to be performed involve the installation, removal, abandonment, or repair of an underground storage tank (UST) system?	☒	(202) 535-2600, Underground Storage Tank Division
3. Will the work to be performed involve the assessment Or clean-up of soils associated with the release of materials from an underground storage tank (UST)?	☒	(202) 535-2600, Underground Storage Tank Division (202) 535-2600, Air Quality Division
4. Will the work to be performed involve the assessment or clean-up of groundwater associated with the release of materials from an underground storage tank (UST)?	☒	(202) 535-2600, Underground Storage Tank Division (202) 535-2600, Air Quality Division (202) 535-2600, Water Quality Division
5. Will the proposed project involve the installation or drilling of wells other than for the purposes stated in questions 3 and 4?	☒	(202) 535-2600, Water Quality Division (202) 535-2600, Air Quality Division
6. Will the proposed project involve the generation, treatment, storage, disposal or transportation of chemicals or other substances which may be considered hazardous?	☒	(202) 535-2600, Hazardous Waste Division
7. Will the proposed project involve construction which will disturb the sediment in rivers, streams or wetlands?	☒	(202) 535-2600, Water Quality Division
8. Will the proposed use involve the construction of a facility for the handling, transfer, storage, disposal or treatment of solid waste, medical waste, or recyclable materials?	☒	(202) 535-2600, EIS Coordinator
9. Will the proposed project result in the discharge into the air of gases, dust, or the creation of any objectionable odors?	☒	(202) 535-2600, Air Quality Division
10. Was the building built before 1978? (Lead paint may be present).	☒	If you answer "YES" to this question, please answer the questions and follow the instructions on the "Lead Hazard Control Questionnaire" to determine if you need a permit to conduct a Lead Abatement Project.

AFFIDAVIT

I hereby certify that I have the authority of the owner of the property to make this application. I declare that the answers to the above questions in this Questionnaire are complete and correct to the best of my knowledge.

Signature: [Signature] Name (print): Eric Matthew S
Address: 665 Raleigh Pl, SE Date: 8/13/10 Phone: 571 606 9998

DDOE APPROVAL BY _____ NAME (Print) _____	
CONTACT NUMBER: (202) _____	DATE: _____
COMMENTS AND PERMIT RESTRICTIONS _____	

(USE REVERSE IF NECESSARY)

**Department of Consumer and Regulatory Affairs
Reasonable Accommodations and Modifications for Persons with Disabilities**

The Department of Consumer and Regulatory Affairs (DCRA) is committed to fair housing practices for all residents of the District of Columbia. The Fair Housing Amendments Act of 1988 (FHA) allows qualified persons with disabilities and or their representatives to request reasonable accommodations and/or modifications so that they may fully use and enjoy their homes and related facilities. This law defines a qualified person with disability as:

Any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such impairment.

In general, a physical or mental impairment includes hearing, mobility and visual impairments, chronic alcoholism, chronic mental illness, AIDS, and developmental disabilities that substantially limit one or more major life activities. Major life activities include walking, talking, hearing, seeing, breathing, learning, performing manual tasks, and caring for oneself.

The FHA requires DCRA to make reasonable accommodations for qualified persons with disabilities. A reasonable accommodation is a change in rules, policies, practices, or services so that a person with a disability will have an equal opportunity to use and enjoy a dwelling unit or common space. DCRA is required provide reasonable accommodations to qualified persons with disabilities, but it is not required to make changes that would fundamentally alter the program or create an undue financial and administrative burden.

The FHA of 1988 requires DCRA to allow qualified persons with disabilities to make reasonable modifications. A reasonable modification is a structural modification that is made to allow persons with disabilities the full enjoyment of the housing and related facilities. DCRA is required to provide reasonable modifications to qualified persons with disabilities, but it is not required to make changes that would fundamentally alter the program or create an undue financial and administrative burden.

Would you like to obtain more information from DCRA on FHA reasonable accommodation and/or modification requests for qualified persons with disabilities?

YES

☒ NO

Eric Matthews
Printed Name


Signature

If you have questions or concerns related to requesting reasonable accommodations or modifications for qualified persons with disabilities from DCRA, please contact:

Mr. Jeffrey Mason
Department of Consumer & Regulatory Affairs
1100 4th Street, SW Suite 5311
Washington, DC 20024
Phone: (202)-442-4545
Fax: (202) 442-4864
jeffrey.mason@dc.gov

**DEPARTMENT OF HEALTH
ENVIRONMENTAL HEALTH ADMINISTRATION
LEAD HAZARD CONTROL PERMIT QUESTIONNAIRE AND EXEMPTION FORM**

Project Address: _____

Name of Owner(s): _____ Name of Contractor: _____

Phone Number: _____ Square #: _____ Lot #: _____ Ward #: _____

Project Start Date: _____ Project End Date: _____

Building Type: Commercial - ☐ Office ☐ Mixed Use (Specify) _____
Residential - ☐ Multi-Family ☐ Single-Family ☐ Elderly or handicapped ☐
Government - ☐ Federal ☐ District ☐ Institutional - ☐ Hospital ☐ Museum ☐ School/Child Development ☐

1. Is the project planned in response to a child being identified as lead poisoned? YES ☐ NO ☐
2. Is the project designed to eliminate or reduce lead-based paint hazards in a pre-1978 building or structure? YES ☐ NO ☐

If you answer "YES", contact the Lead Division at 51 N Street, N.E., 3rd Floor (202) 535-2637 for a lead-based paint control permit application and notification form, unless an exemption listed below applies. If you answer "NO", a permit is not required, but you are required to answer the following questions:

SCOPE OF PROJECT	YES	NO	COMMENTS
1. Is the project disturbing deteriorated lead based paint on surfaces totaling more than 2 square feet per room, or 20 square feet on exterior surfaces, or 10% of a building component with a small surface (such as a small painted window frame) involving the following:			
A. Removal and replacement of lead-based paint components, e.g. windows, doors and baseboards?			
B. Onsite stripping and removal of lead-based paint?			
C. Partial demolition or gutting of building?			
2. Does the project involve the removal and covering of lead-contaminated soil?			

EXEMPTIONS

Please indicate the applicable exemption from the following list:

- ☐ Individuals who perform lead-based paint activities at residences which they own, unless the residence is occupied by a person or persons other than the owner or the owner's immediate family, unless any child under the age of 8 years resides, is expected to reside in, or regularly visits such housing.
- ☐ Housing for the elderly or persons with disabilities, unless any child under the age of 8 years resides, is expected to reside in, or regularly visits such housing.
- ☐ Any (0)-bedroom unit, such as an efficiency apartment.

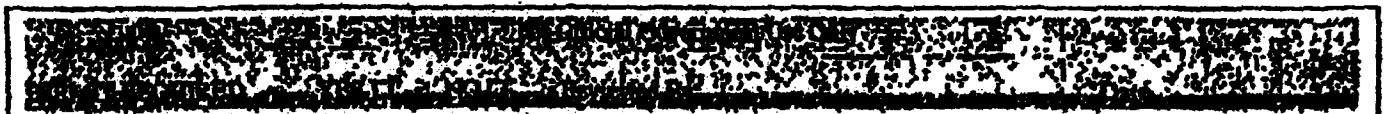
AFFIDAVIT

I declare that the information provided is accurate, true and complete to the best of my knowledge and belief, and/or I have the authority to represent the owner of the property to answer this application and sign on behalf of the company and/or persons listed as owners. I understand that if such information contained in this application is false, I am subject to the penalty provisions of D.C. Law 11-321. Any fraud or misrepresentation on an application shall be grounds for automatic rejection and/or civil administrative penalties. I understand that failure to provide full disclosure of any of the requested or required information may result in rejection of this application for approval.

SIGNATURE _____

DATE _____

PRINT NAME _____



Zoning Data Summary

General Instructions: Pursuant to 12 DCMR, § 106.1.11.6, submit this completed form with Building Permit and Certificate of Occupancy applications for:

- proposed new construction of buildings
- additions to existing buildings
- changes in use or occupant load.

Print clearly in ink. Do not write in gray areas. Write N/A (non-applicable) for items that do not apply. If you erase, cross out, white out, or otherwise change any information on this application, the application will be void.

For more information, call the Office of Zoning Administrator at 202-442-4576. If you need more forms, you can download them at dcra.dc.gov (go to Zoning Requirements) or pick them up at the Permit Center, 1100 4th St SW, 2nd Floor.

A. Site Address

Give complete and legal District address. If you need to apply for a new address, complete a New Address Application, before you complete this form. Do not abbreviate street names. Write the correct quadrant (NW, NE, SW, SE), suite or office number. Enter the correct Square, Suffix, and Lot number (SSL) or parcel ID.

Street Number	Street Name	Quadrant	Unit / Suite	Application Date
Square	Suffix	Lot	Proposed use	File Job #

B. Owner & Contact Information

Agent must be an individual – not a company.

Owner of Building or Property	Complete mailing address (include zip)	Phone Number(s)	Email
Agent for owner, if applicable	Complete mailing address (include zip)	Phone Number(s)	Email

C. Zoning District & Special Development Restrictions

Give the correct zoning and overlay zoning district(s). Check with Zoning staff if you are unsure. If your proposed construction was subject to Board of Zoning Adjustments (BZA) or Zoning Commission review, write the order number. Attach copies of BZA order and Office of Zoning stamped plan exhibits (site plan, elevations, floor plans).

District	Overlay(s), if any
----------	--------------------

Number of Board of Zoning Adjustment (BZA) or Zoning Commission (ZC) Order, if applicable.

D. Zoning Data

For items with asterisks (*) refer to the Definitions Section of the Zoning Regulations, 11 DCMR, § 199.1, available online at dcra.dc.gov/info/reg.shtml.

Data	Existing	Proposed	Official Use Only (code requirement)
Units & Parking Spaces			
Number of dwelling units	Units	Units	
Number of parking spaces (9' x 19')	Units	Units	
Setbacks & Building Heights			
Side Yard* Setback (left when you face property)	Linear feet	Linear feet	
Side Yard* Setback (right when you face property)	Linear feet	Linear feet	
Rear Yard* Setback	Linear feet	Linear feet	
Building Height*	Stories	Stories	
	Feet	Feet	
Areas			
Lot Area	Square feet	Square feet	
Gross Floor Area* (GFA) of entire building (sum of all floors)	Square feet	Square feet	
Floor Area Ratio*	GFA / Lot Area	GFA / Lot Area	
Building Area* (sum of footprints of all buildings)	Square feet	Square feet	
Lot Occupancy* (Bldg Area / Lot Area)	%	%	
Residential Recreation Space (For multi-family buildings in C-prefixed zoning districts)	Square feet	Square feet	

EXHIBIT 5

GOVERNMENT OF THE DISTRICT OF COLUMBIA

NOTICE OF INFRACTION

Notice No. I702562

Issuing Agency: ☐ DOH ☐ DMH ☒ DCRA ☐ 1st NOI
☐ CFSA ☐ FEMS ☐ Other _____ ☐ 2nd NOI (1st NOI No. _____)

Date of Service

3003 VAN NESS ST NW
 Location of Infraction: Type of Location: ☐ Vacant Lot ☒ Construction Site ☐ Occupied ☐ Other _____
University OF THE DISTRICT OF COLUMBIA
 Business/Company Name Charge as Respondent (circle): ☒ YES ☐ NO Telephone Number

Individual Name (Last, First, Middle) Charge as Respondent (circle): YES ☐ NO ☐ Telephone Number
4200 Connecticut Ave NW 202-274-5000

Mailing Address
Washington, DC 20008
 City State Zip Code

Business License/Permit Type _____ Business License/Permit No. _____

You are charged with violating the District of Columbia laws or regulations stated below. You MUST SIGN and RETURN this form WITHIN 15 DAYS of the date of service. You must also indicate below each infraction whether you ADMIT, ADMIT WITH EXPLANATION or DENY and submit your plea to Office of Administrative Hearings, P.O. Box 77880, Washington, D.C. 20013. Instructions on back. If you DENY one or more of the infractions, you must appear for a hearing. You will receive a separate order from the Office of Administrative Hearings advising you where and when to appear for your hearing.

D.C. Official Code AND/OR D.C. Municipal Regulation Citation	Fine for Infraction	Statutory Penalty (if applicable)
<u>12A-DEMR-105A Required Permits</u>	<u>2,000.00</u>	\$

Nature of Infraction WORKING WITH OUT REQUIRED PERMITS
 Date of Infraction 8-11-10 Time of Infraction 0900hrs Previous Infractions Committed 1 2 3 4

ANSWER: ☐ ADMIT (Pay Fine) ☐ DENY (Appear for a Hearing) ☐ ADMIT WITH EXPLANATION (Hearing by Mail)

Signature _____

D.C. Official Code AND/OR D.C. Municipal Regulation Citation	Fine for Infraction	Statutory Penalty (if applicable)
	\$	\$

Nature of Infraction _____
 Date of Infraction _____ Time of Infraction _____ Previous Infractions Committed 1 2 3 4

ANSWER: ☐ ADMIT (Pay Fine) ☐ DENY (Appear for a Hearing) ☐ ADMIT WITH EXPLANATION (Hearing by Mail)

Signature _____

Total Fines and Penalties \$ 2,000

WARNING: If you fail to answer (see reverse) each infraction on this Notice within 15 days of the date of service by signing and returning this form, you will be subject to a penalty equal to and in addition to the amount of the fine. You also may be subject to other penalties and actions allowed by law including suspension or non-renewal of your license or permit, the sealing of your business, a lien being placed on your property, and attachment of your equipment. If this is your second Notice for the charge(s), and you fail to answer within 15 days of the date of service, you will be subject to a penalty equal to twice the amount of the fine, and to the entry of a default order without additional notice. For information, call (202) 442-9094.

I personally declare under penalty of perjury that I observed and/or determined that the infraction(s) charged have been committed.

K. Wilson K. Wilson 8-11-10 2030
 Inspector's/Investigator's Signature Print Name Date Badge/Identification Number
 I sign my name below to acknowledge receipt of this Notice and not as an admission of guilt or liability to the charge(s) listed.

Respondent's Signature _____ Print Name _____ Date _____

1AH (WHITE)

RESPONDENT (YELLOW)

INSPECTOR (PINK)

ENFORCEMENT (GOLDENROD)

form OAB-412, Rev. 1-06

10-641.09

GOVERNMENT OF THE DISTRICT OF COLUMBIA

NOTICE OF INFRACTION

Notice No. 1702563

Issuing Agency: ☐ DOH ☐ DMH ☒ DCRA ☐ 1st NOI
☐ CFSA ☐ FEMS ☐ Other ☐ 2nd NOI (1st NOI No.)
 Date of Service

3003 VAN NESS ST NW
 Location of Infraction: Type of Location: ☐ Vacant Lot ☐ Construction Site ☐ Occupied ☐ Other
University of the District of Columbia
 Business/Company Name Charge as Respondent (circle): ☒ YES ☐ NO Telephone Number

Individual Name (Last, First, Middle) Charge as Respondent (circle): YES ☐ NO ☐ Telephone Number
4200 Connecticut Ave NW
Washington, DC 20008
 Mailing Address City State Zip Code

Business License/Permit Type Business License/Permit No.

You are charged with violating the District of Columbia laws or regulations stated below. You MUST SIGN and RETURN this form WITHIN 15 DAYS of the date of service. You must also indicate below each infraction whether you ADMIT, ADMIT WITH EXPLANATION or DENY and submit your plea to Office of Administrative Hearings, P.O. Box 77880, Washington, D.C. 20013. Instructions on back. If you DENY one or more of the infractions, you must appear for a hearing. You will receive a separate order from the Office of Administrative Hearings advising you where and when to appear for your hearing.

D.C. Official Code AND/OR D.C. Municipal Regulation Citation	Fine for Infraction	Statutory Penalty (if applicable)
<u>12A DCMR - 114.10 UNLAWFUL CONSTRUCTION</u>	<u>2,000.00</u>	<u>\$</u>

Nature of Infraction WORKING WITH SUDDAH PLACE
 Date of Infraction 8-11-10 Time of Infraction 1630 hrs Previous Infractions Committed 1 2 3 4

ANSWER: ☐ ADMIT (Pay Fine) ☐ DENY (Appear for a Hearing) ☐ ADMIT WITH EXPLANATION (Hearing by Mail)

Signature

D.C. Official Code AND/OR D.C. Municipal Regulation Citation	Fine for Infraction	Statutory Penalty (if applicable)
	<u>\$</u>	<u>\$</u>

Nature of Infraction
 Date of Infraction Time of Infraction Previous Infractions Committed 1 2 3 4

ANSWER: ☐ ADMIT (Pay Fine) ☐ DENY (Appear for a Hearing) ☐ ADMIT WITH EXPLANATION (Hearing by Mail)

Signature

Total Fines and Penalties \$ 2,000

WARNING: If you fail to answer (see reverse) each infraction on this Notice within 15 days of the date of service by signing and returning this form, you will be subject to a penalty equal to and in addition to the amount of the fine. You also may be subject to other penalties and actions allowed by law including suspension or non-renewal of your license or permit, the sealing of our business, a lien being placed on your property, and attachment of your equipment. If this is your second Notice for the charge(s), and you fail to answer within 15 days of the date of service, you will be subject to a penalty equal to twice the amount of the fine, and to the entry of a default order without additional notice. For information, call (202) 442-9094.

personally declare under penalty of perjury that I observed and/or determined that the infraction(s) charged have been committed.

K. Wilson K. Wilson 8-11-10 2630
 Inspector's/Investigator's Signature Print Name Date Badge/Identification Number
 Sign my name below to acknowledge receipt of this Notice and not as an admission of guilt or liability to the charge(s) listed.

Respondent's Signature Print Name Date

H (WHITE)

RESPONDENT (YELLOW)

INSPECTOR (PINK)

ENFORCEMENT (GOLDENROD)

12-10-11

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing Pre-Hearing Statement of the Van Ness South Tenants' Association was served by electronic mail and by first-class mail, this 2nd day of March, 2011, upon the following:

Matthew LeGrant
Department of Consumer and Regulatory Affairs
Building and Land Regulation Administration
1100 4th Street, S.W.
Washington, D.C. 20024
matthew.legrant@d.c.gov

Melinda M. Bolling, Esq.
Jay A. Surabian, Esq.
Office of the General Counsel
Department of Consumer and Regulatory Affairs
1100 4th Street, S.W.
Washington, D.C. 20024
jay.surabian@dc.gov

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jpb@gdlaw.com

Allison Prince, Esq.
David Avitabile, Esq.
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Washington, DC 20006
davitable@goulstonstorrs.com

Chairperson
Advisory Neighborhood Commission 3F
4401-A Connecticut Ave, NW Box 244
Washington, DC 20008-2322
anc3f@juno.com



Karen Perry