Holland & Knight

800 17th Street, NW, Suite 1100 | Washington, DC 20006 | T 202.955.3000 | F 202.955.5564
Holland & Knight LLP | www.hklaw.com

RECEIVED
D.C. OFFICE OF ZONING
2012 OCT -2 AM 9:58

Leila M. Jackson Batties
leila.batties@hklaw.com
202.419.2583

October 1, 2012

Mr. Lloyd Jordan
Chairperson
The District of Columbia
Board of Zoning Adjustment
441 4th Street, NW - Suite 210-S
Washington, DC 20001

**Re: Application No. 18406 / Application of Erin Murphy, et al.
Prehearing Statement**

Dear Chairperson Jordan:

On behalf of Erin Murphy, Johanna Sears and Ali Tahriri, enclosed please find one original and 20 copies of the prehearing statement for the above-referenced application. Also, for your convenience, we have enclosed one unbound copy of the filing. The application is scheduled to be heard before the Board of Zoning Adjustment on October 16, 2012.

Thank you for your considerate attention to this matter. We remain hopeful of the Board's approval of the application.

Sincerely,

HOLLAND & KNIGHT, LLP

Leila Batties

Leila M. Jackson Batties

Enclosures



#11584736_v1

BOARD OF ZONING ADJUSTMENT
District of Columbia
CASE NO. 18406
EXHIBIT NO. 25

cc: Advisory Neighborhood Commission 2C
c/o Commissioner Alex Padro, Chair (via U.S Mail)
Commissioner Rachelle Nigro, SMD Representative ANC 2C04 (via U.S. Mail)
Ms. Jennifer Steingasser, Office of Planning (via Hand Delivery)
Mr. Joel Lawson, Office of Planning (via Hand Delivery)
Mr. Paul Goldstein, Office of Planning (via Hand Delivery)

RECEIVED
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2012 OCT -2 AM 10: 14

**BEFORE THE DISTRICT OF COLUMBIA
BOARD OF ZONING ADJUSTMENT**

**APPLICATION OF ERIN MURPHY, ET AL.**

**BZA APPLICATION NO. 18406
HEARING DATE: OCTOBER 16, 2012**

## STATEMENT OF THE APPLICANT

## I.
## NATURE OF RELIEF SOUGHT

This Statement is submitted on behalf of Erin Murphy, Johanna Sears and Ali Tahriri (collectively, the "Applicants"), as the owners of the apartment units knows as Lots 2214, 2215 and 2216 in Square 514, also known as Assessment and Taxation Lot 827 (the "Property"), in support of their application pursuant to 11 DCMR Section 3103.2. The Applicants seek a use variance in order to permit the continued use of their dwellings on the Property, which is an alley lot located to the rear of 1131 5th Street, NW. An alley lot is defined as a lot facing or abutting an alley and at no point facing or abutting a street. 11 DCMR § 199.1. Section 2507.1 of the Zoning Regulations states that "[e]xcept for use as a one-family dwelling, a structure shall not be erected, constructed, converted, altered, remodeled, restored or repaired for human habitation on an alley lot."

## II.
## JURISDICTION OF THE BOARD

The Board of Zoning Adjustment (the "Board" or "BZA") has jurisdiction to grant the variance requested herein pursuant to Section 3103.2 of the Zoning Regulations.

## III.
## EXHIBITS IN SUPPORT OF THE APPLICATION

| | |
|---|---|
| Exhibit A: | Plat of Survey for the Property |
| Exhibit B: | Plat of Condominium for the Property |
| Exhibit C: | Portion of the Zoning Map showing the Property |
| Exhibit D: | Photographs of Apartment Building |
| Exhibit E: | Aerial Photographs of Property |
| Exhibit F: | Excerpt from 1957 Baist's Atlas |
| Exhibit G: | Copy of 1971 Certificate of Occupancy for Warehouse Use |
| Exhibit H: | Assessment Records from Office of Tax and Revenue |
| Exhibit I: | Copy of Electrical Permit No. E0904074 |
| Exhibit J: | Flyer Advertisement for Sale of Unit A |
| Exhibit K: | Photographs of Interior Configuration of Building |
| Exhibit L: | Photographs of the Interior of Unit A |
| Exhibit M: | Photographs of the Interior of Unit B |
| Exhibit N: | Photographs of the Interior of Unit C |
| Exhibit O: | Photographs of Interior of Square 514 Near the Property |
| Exhibit P: | Title Insurance Policy for Unit A |
| Exhbit Q: | Title Insurance Policy for Unit B |
| Exhibit R: | Title Insurance Policy for Unit C |

## IV.
## BACKGROUND

The Property is located to the rear of the premises at 1131 5th Street, NW, near the southeast corner of the intersection of 5th and M Streets, NW, in the Mount Vernon neighborhood. The Property, which is zoned DD/R-5-B, has a land area of approximately 1,993 square feet and is located on an alley lot on the interior of Square 514. It is improved with a two-story, three-unit apartment building that consists of approximately 3,986 square feet (the "Apartment Building"), the units of which are separately owned by the Applicants.

Photos of the Apartment Building are attached as Exhibit D. Attached as Exhibit E are aerial photos of the Property from March 2003, March 2005, March 2007, and March 2009; an excerpt from the 1957 Baist's Atlas is attached as Exhibit F. These exhibits evidence that the existing structure was constructed on the Property in its current configuration as far back as 1957, at least, and has remained in its current configuration since that time.[1]

A search of the District records showed that in March of 1971, the District issued a certificate of occupancy for the structure on the Property for a "warehouse" use. A copy of the certificate of occupancy is attached as Exhibit G. In 2008, developer John Denning converted the structure to an apartment building and

[1] The 2009 aerial photograph shows the addition of a roof deck on the building. However, the rooftop deck does not change any of the zoning parameters for the building. Section 2000.4 of the Zoning Regulations provides that any non-conforming structure lawfully existing on May 12, 1958, that remains non-conforming, and any structure lawfully existing that became nonconforming on May 12, 1958, may be continued, operated, occupied or maintained subject to the provision of Chapter 20.

recorded a Plat of Condominium for the Property with the Recorder of Deeds on March 31, 2008, a copy of which is attached as Exhibit B (the "Plat"). The Plat depicts three apartment units -- Unit A, Unit B and Unit C. Unit B and the lower portion of Unit A are on the first floor of the Apartment Building and Unit C and the upper portion of Unit A are on the second floor of the building. The Plat also depicts two parking spaces at the ground level of the building. Since 2008, the District has assessed the Property as residential use (Use Code 16 -- residential condo horizontal) and rendered tax bills considering the Property to be in Tax Class I (residential). Copies of the 2008 tax bills for Units A and B as well as current assessment information for all three of the units from the Office of Tax and Revenue are attached as Exhibit H. Finally, the District issued Electrical Permit No. E0904074, dated April 20, 2009, for the Property, a copy of which is attached as Exhibit I. The electrical permit indicates that the existing and proposed uses for the Property are "apartment house."

Applicant Erin Murphy purchased her unit (Unit A, Lot 2214) on April 30, 2009, in the amount of $255,000.00. Applicant Johanna Sears purchased her unit (Unit B, Lot 2215) on April 30, 2009, in the amount of $265,000.00. Applicant Ali Tahriri purchased his unit (Unit C, Lot 2216) on July 24, 2012, in the amount of $256,000.00. In 2009, the sale of the units was advertised by a multiple listing service ("MLS") and sold in a manner typical of most residential properties. The flyer advertising the sale of Unit A is attached as Exhibit J. Mr. Ross Van, then a realtor with Long & Foster, handled the sale of units A and B to Ms. Murphy and

Ms. Sears, respectively.

Since purchasing their units, the Applicants have timely paid their residential real estate taxes for the Property. However, they have been unable to obtain a legal street address for the Property or mail and other services because the District will not issue a certificate of occupancy for the the units on the basis that the apartment use is in violation of Section 2507.1 of the Zoning Regulations.

## V.
## THE APPLICANT MEETS THE BURDEN OF PROOF FOR VARIANCE RELIEF

Under D.C. Code §6-641.07(g)(3) and 11 DCMR §3103.2, the Board is authorized to grant a use variance where it finds that three conditions exist:

(1) the property is affected by exceptional size, shape or topography or other extraordinary or exceptional situation or condition;

(2) the strict application of a regulation would result in undue hardship upon the owner of the property; and

(3) the relief can be granted without substantial detriment to the public good and without substantially impairing the intent, purpose and integrity of the zone plan as embodied in the Zoning Regulations and Map.

See *French v. District of Columbia Board of Zoning Adjustment*, 658 A.2d 1023, 1035 (D.C. 1995) (*quoting Roumel v. District of Columbia Board of Zoning Adjustment*, 417 A.2d 405, 408 (D.C. 1980)); see also, *Capitol Hill Restoration Society, Inc. v. District of Columbia Board of Zoning Adjustment*, 534 A.2d 939 (D.C. 1987). As discussed below, and as will be further explained at the public hearing, all three prongs of the use variance test are met in this application.

## A. <u>The Property Is Unusual Because of its Size, Shape or Topography and is Affected by an Exceptional Situation or Condition.</u>

The phrase "exceptional situation or condition" in the above-quoted variance test applies not only to the land, but also to the existence and configuration of a building on the land. <u>See</u> *Clerics of St. Viator, Inc. v. D.C. Board of Zoning Adjustment*, 320 A.2nd 291, 294 (D.C. 1974). Moreover, the unique or exceptional situation or condition may arise from a confluence of factors which affect a single property. *Gilmartin v. D.C. Board of Zoning Adjustment*, 579 A.2nd 1164, 1168 (D.C. 1990).

In this case, the exceptional situation stems from a myriad of factors, none of which were caused by the Applicants.

First, the Apartment Building is an existing structure. The structure was converted to an apartment house by a developer in 2008 and is fitted out and used as three separate and distinct residential units. The main entrance to the building is on the ground level near the garages. Once you walk in, there is a common hallway; to the left is the entrance for Unit A; down the hallway and to the right is the entrance to the Unit B; a set of stairs in the hallway leads up to Unit C. Each unit is also served by three separate utility meters. The foregoing are reflected in the photos attached as <u>Exhibit K</u>. Photos of the interior of the individual units are attached as <u>Exhibits L, M and N</u>, respectively.

Second, the current residential use is the only reasonable use for the Property given the following characteristics of the Property:

- The Property has a land area of only 1,993 square feet.
- The existing two-story structure consists of approximately 3,986 square feet.
- The Property is located on the interior of a square and is surrounded by residential structures that are similar in design and scale to the Apartment Building.

Photos of the interior of Square 514 near the Property are attached as Exhibit O.

Given the foregoing factors, the Property is not suitable for the following uses that would be permitted as a matter of right under the Zoning Regulations:

- car-sharing spaces on an unimproved lot, with no more than two spaces permitted;
- single family dwelling, provided the dwelling has access to a street via 30-foot wide public alley;
- child development center;
- church or other place of worship;
- farm or truck garden;
- fire station;
- mass transit facility;
- parsonage, vicarage, rectory, or Sunday school building;
- police department local facility;
- private garage, as a principal use, designed to house no more than two (2) motor vehicles and not exceeding 450 square feet in area;
- private garage on an alley lot so recorded on the records of the Surveyor, District of Columbia, or recorded on the records of the DC Office of Tax and Revenue, on or before November 1, 1957;
- public library;
- public recreation and community center;

- public school;
- storage of wares and goods, parking lot, parking garage, or public storage garage;
- temporary building for the construction industry that is incidental to erection of buildings or other structures permitted by the Regulations;
- temporary use of premises by fairs, circuses or carnivals;
- transportation right of way or underground conduit or pipeline;
- antenna, subject to the standards and procedures which apply to the particular class of antenna or its location pursuant to Chapter 27 of this title;
- parking garage on an alley lot so recorded on the records of the surveyor, District of Columbia, or recorded on the records of the D.C. Office of Tax and Revenue, on or before November 1, 1957, shall be permitted as a matter of right provided: (a) no part of the garage shall be located within 75 feet of any building line and (b) vehicular entrances and exits shall open directly onto an alley;
- an artist studio;
- Fire Department Support Facility, communications services only; and
- greenhouse or horticultural nursery.

Nor is the Property suitable for the following uses that would be permitted as a special exception:

- health care facilities for 16 to 300 persons not including resident supervisors or staff and their families;
- art galleries;
- telephone exchange, if declared necessary in the public interest by the Public Utilities omission, and subject to requirements for setback, screening, or other safeguards as the Board deems necessary for the protection of neighboring property;
- a college or university use;

- public and private schools;
- use as an electric substation with non-rotating equipment, natural gas regulator station, or public utility pumping station;
- use as a community center building, park, playground, swimming pool or athletic field operated by a local community organization or association; and
- use for a program conducted by a church congregation or group of churches.

Third, at the time the units were purchased in 2009, there was no reasonable basis for the Applicants to know that the apartment units were constructed illegally. As discussed above, the Plat was recorded with the Recorder of Deeds in 2008 and the Property had been reassessed by the Office of Tax and Revenue as residential use (Use Code 16 - residential condo horizontal). On April 20, 2009, 10 days prior to the Applicant's purchase of the units, the District issued Electrical Permit No. E0904074. On the permit, the existing use is specified as "apartment house" and the proposed use is specified as "apartment house." The units were identified on an MLS listing and sold to the Applicants through Ross Van, then, an agent with Long & Foster. Finally, in connection with the purchase of the units, Stewart Title Guaranty Company issued title insurance policies for Units A and B and Chicago Title issued title insurance for Unit C. Copies of the title policies are attached as <u>Exhibits P, Q and R</u>, respectively.

## B. <u>Strict Application of the Zoning Regulations Would Result in a Undue Hardship to the Owner</u>

The strict application of Section 2507.1 of the Zoning Regulations in this case would result in an undue hardship to the Applicants because it would preclude the use of the Property for any purpose to which it may *reasonably* be adapted." See *Bernstein v. BZA*, 376 A.2d 816, 819 (D.C. 1977). As argued above, the existing residential use is compatible and consistent with the immediately surrounding area and it is the only reasonable use of the Property given its characteristics. The Property is not suited for the uses that are permitted under the Zoning Regulations, as a matter of right or as a special exception, due to its size, location, surrounding uses, and the floor area and configuration of the Apartment Building.

In addition, converting the use of the Property would cause significant financial hardship on the Applicants. As shown on the enclosed photos, the interior of the building is fitted out specifically for residential units and each dwelling is fully furnished and occupied as such. Should the requested use variance not be granted, the Applicants would have to expend a considerable amount of money to remove the fixtures and furnishings in their units, reconfigure the building for another use, and relocate to another residence. These costs would be in addition to the extensive obligations and expenses that the Applicants have already incurred in connection with the Property, including the purchase price of their units. More importantly, since there is no other reasonable use for the Property, the Applicants could have no reasonable expectation of a financial return on the conversion of the Property to another use permitted under the Zoning Regulations.

### C. No Substantial Detriment to the Public Good Nor Substantial Impairment to the Intent, Purpose and Integrity of the Zone Plan

There will be no substantial detriment to the public good and no substantial impairment to the intent, purpose and integrity of the zone plan by approving the project as proposed. As noted above, the existing structure has been on the Property in its current configuration since 1957, at least. The photographs submitted with this prehearing statement illustrate that the current residential use and structure are consistent and compatible with the residential uses and structures immediately surrounding the Property. The existing residential use does not generate excessive traffic, noise or other nuisance. We submit that, given the characteristics of the Property and the Apartment Building, the current use is the only reasonable use of the Property.

On September 5, 2012, the Applicant presented the Application to Advisory Neighborhood Commission ("ANC") 2C. At the meeting, ANC 2C voted to recommend approval of the application to the BZA. None of the residents in attendance at the ANC meeting objected to the project. Additionally, residents that live in the immediate area have agreed to proffer letters in support of this application.

## VII.
## WITNESSES

Steven E. Sher
Director of Land Use and Zoning Services
Holland & Knight, LLP
800 17th Street, NW
Washington, DC 20012

## VIII.
## CONCLUSION

For the reasons stated above, the requested relief meets the applicable standards for variance relief under the Zoning Regulations. Accordingly, the Applicant respectfully requests that the Board approve the application.

Respectfully submitted,

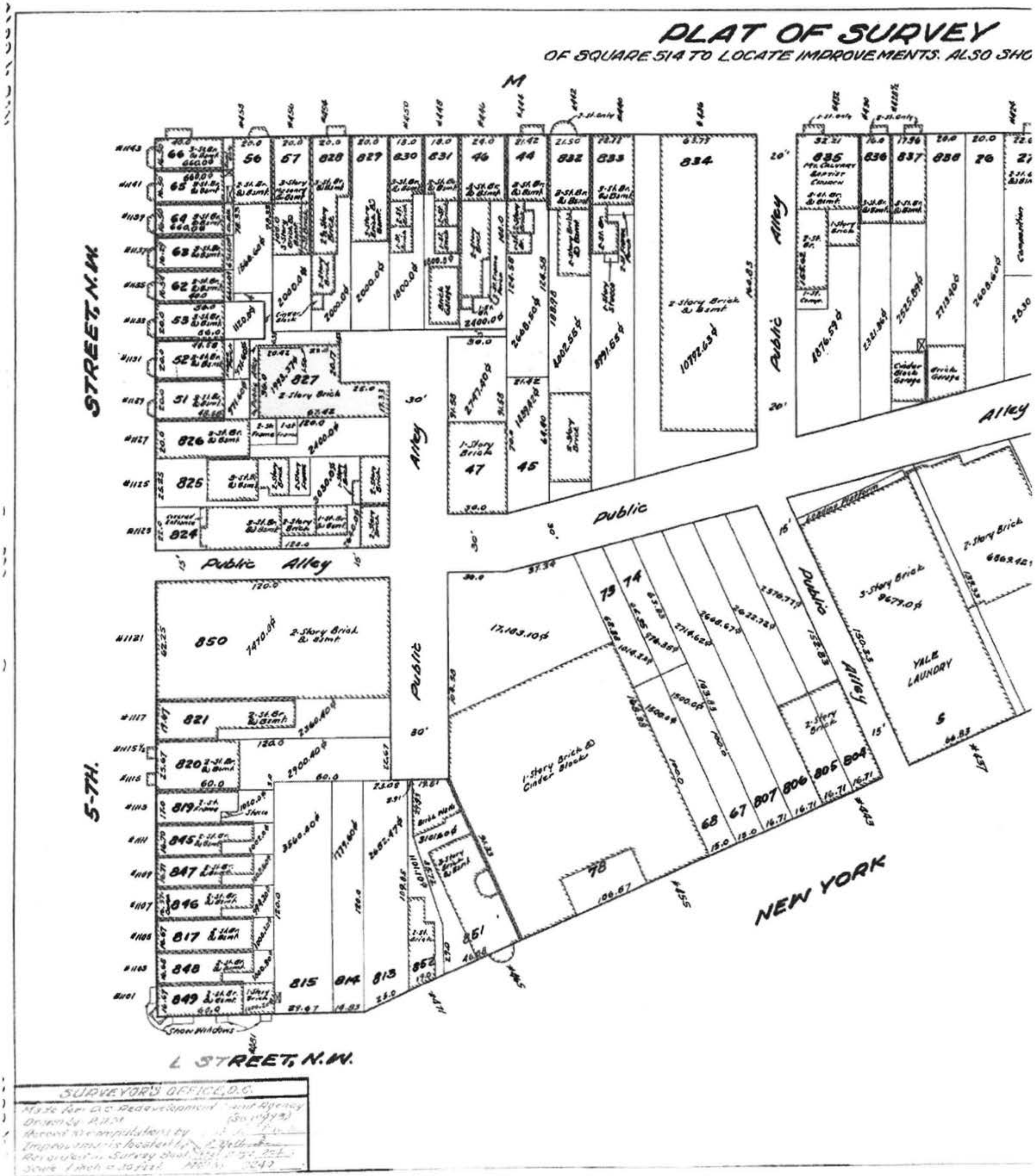
HOLLAND & KNIGHT, LLP

By: Leila Batties

Leila M. Jackson Batties
800 17th Street, N.W.
Suite 1100
Washington, DC 20006
(202) 955-3000

# Exhibit A

print requested by 2024424578 1/4/31 2:22 PM from DCRA Office of the Surveyor



# Exhibit B

# PLAT AND PLANS OF CONDOMINIUM SUBDIVISION

## SQUARE 514, LOTS 48, 49 AND 50 (TAXED AS 827)

## 1131 5TH STREET, NW, CONDOMINIUM

1131 5TH STREET, N.W. WASHINGTON, D.C.

### CERTIFICATION OF OWNER

IN ACCORDANCE WITH THE CONDOMINIUM ACT OF 1976, D.C. LAW 1-89, AS AMENDED, THE UNDERSIGNED OWNER OF LOTS 48, 49 AND 50 IN SQUARE 514, AS PER PLAT RECORDED IN SUBDIVISION BOOK 11 AT PAGE 64 AMONG THE RECORDS OF THE OFFICE OF THE SURVEYOR OF THE DISTRICT OF COLUMBIA, HEREBY SUBDIVIDES THE BUILDING SHOWN THEREON INTO THREE RESIDENTIAL CONDOMINIUM UNITS AND TWO PARKING UNITS TOGETHER WITH CERTAIN GENERAL AND LIMITED COMMON ELEMENTS AS MORE FULLY SET FORTH IN THE DECLARATION AND BY-LAWS OF 1131 5TH STREET, NW CONDOMINIUM RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS AS INSTRUMENT NUMBERS 2008034080 AND 2008034081 RESPECTIVELY, ON 3-31-08

THE UNDERSIGNED OWNER FURTHER REQUESTS THAT THE CONDOMINIUM PROJECT, AS SHOWN ON THE ATTACHED PLAT AND PLANS CONSISTING OF FOUR (4) SHEETS ATTACHED HERETO, BE ACCEPTED FOR RECORDATION IN THE OFFICE OF THE SURVEYOR OF THE DISTRICT OF COLUMBIA.

THE UNDERSIGNED OWNER, HAVING BEEN DULY SWORN, CERTIFIES, DEPOSES, AND SAYS THAT JOHN DENNING IS THE OWNER IN FEE SIMPLE OF THE ABOVE-MENTIONED PROPERTY INCLUDING IMPROVEMENTS; THAT NO OTHER PERSON OR PERSONS OTHER THAN THE UNDERSIGNED OWNER HAVE ANY INTEREST OR CLAIM THEREIN, EXCEPT FOR EXISTING TRUSTS, IF ANY; THAT THERE IS ONE EXISTING DEED OF TRUST ON SAID PROPERTY; THAT THE UNDERSIGNED OWNER IS IN PEACEFUL OCCUPATION THEREOF; AND THAT THE USE OF THE INDIVIDUAL UNITS CONFORM TO THE LAWS AND REGULATIONS OF THE DISTRICT OF COLUMBIA.

WITNESS OUR HANDS AND SEALS THIS ____ DAY OF MARCH ________ 2008.

OWNER: JOHN DENNING

WITNESS — WITNESS — BY: JOHN DENNING

SUBSCRIBED AND SWORN BEFORE ME THIS ____ DAY OF ________
NOTARY PUBLIC — MY COMMISSION EXPIRES: ________

TRUSTEE: ROY L. KAUFMANN

WITNESS — WITNESS — ROY L. KAUFMANN, ATTORNEY AT LAW

SUBSCRIBED AND SWORN BEFORE ME THIS 13th DAY OF MARCH 2008
NOTARY PUBLIC — MY COMMISSION EXPIRES: 7/31/11

### CERTIFICATION OF REGISTERED ENGINEER AND SURVEYOR

WE HEREBY CERTIFY THAT THE ATTACHED PLAT AND PLANS OF CONDOMINIUM SUBDIVISION ARE CORRECT AND REPRESENT A FIELD SURVEY MADE UNDER OUR DIRECT SUPERVISION AND THAT ALL UNITS DEPICTED ON THE ATTACHED PLAT HAVE BEEN SUBSTANTIALLY COMPLETED; THAT THE INFORMATION SHOWN ON SUCH PLAT IS IN CONFORMANCE WITH THE RECORDS OF THE OFFICE OF THE SURVEYOR OF THE DISTRICT OF COLUMBIA, IS ACCURATE AND COMPLIES WITH THE REQUIREMENTS OF D.C. LAW 1-89, AS AMENDED. WE HEREBY FURTHER CERTIFY THAT THE ATTACHED PLANS OF CONDOMINIUM SUBDIVISION ARE ACCURATE (WITHIN PERMITTED TOLERANCES) AND COMPLY WITH THE REQUIREMENTS OF D.C. LAW 1-89, AS AMENDED, INCLUDING SECTIONS 42-1902.14(a) AND 42-1902.14(b) OF THE DISTRICT OF COLUMBIA CODE, AND THAT ALL IMPROVEMENTS, INCLUDING UNITS AND PORTIONS THEREOF, DEPICTED ON THE ATTACHED PLANS OF CONDOMINIUM SUBDIVISION HAVE NOW BEEN SUBSTANTIALLY COMPLETED.

DISTRICT OF COLUMBIA — JON A. SHIANCOE — 901570 — REGISTERED PROFESSIONAL ENGINEER

3-3-08
DATE

JON A. SHIANCOE
PROFESSIONAL ENGINEER D.C. #901570

3-3-08
DATE

DANIEL C. CAYWOOD
LICENSED LAND SURVEYOR D.C. #LS900265
REGISTERED LAND SURVEYOR D.C. #96-6

DISTRICT OF COLUMBIA — DANIEL C. CAYWOOD — LS900265 — LICENSED LAND SURVEYOR

### CERTIFICATION OF OFFICE OF TAX AND REVENUE

DATE: 3/31/08

OWNERSHIP CORRECT ACCORDING TO RECORDS OF THIS OFFICE: 3/31/08

GENERAL TAXES PAID TO: 3/31/08

NO UNPAID ARREARS: 3/31/08

NO UNPAID SPECIAL ASSESSMENTS: 3/31/08

Acting CHIEF ASSESSOR, ASSESSMENT DIVISION

I ACKNOWLEDGE THAT THIS IS NOT A TAX CERTIFICATE AS INTENDED BY D.C. CODE, TITLE 47 - SECTION 405.

OWNER OR AUTHORIZED AGENT

OFFICE OF THE SURVEYOR

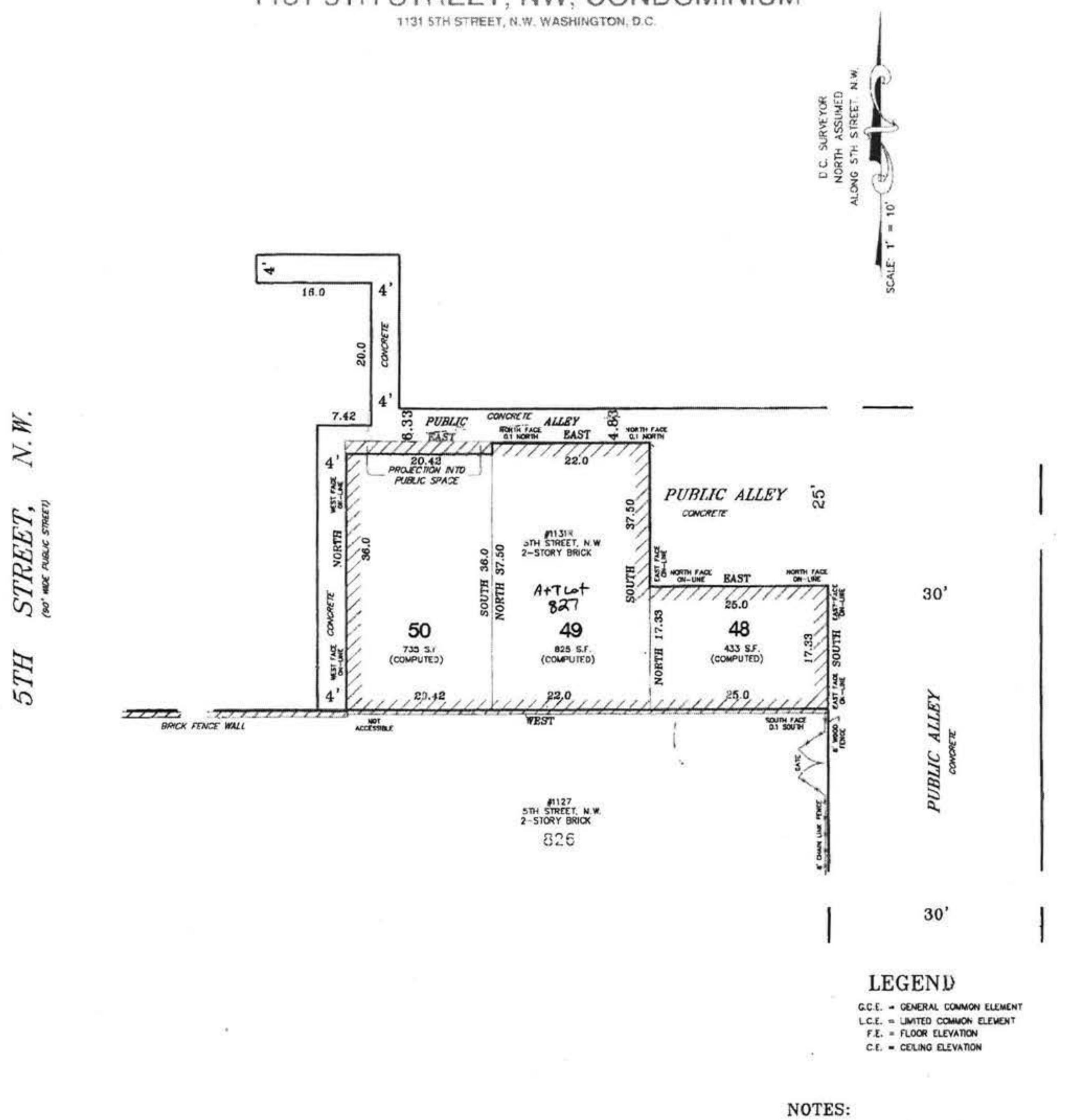
March 31, 2008

# PLAT OF CONDOMINIUM SUBDIVISION

## SQUARE 514, LOTS 48, 49 AND 50 (TAXED AS 827)

## 1131 5TH STREET, NW, CONDOMINIUM

1131 5TH STREET, N.W. WASHINGTON, D.C.




### LEGEND

G.C.E. = GENERAL COMMON ELEMENT
L.C.E. = LIMITED COMMON ELEMENT
F.E. = FLOOR ELEVATION
C.E. = CEILING ELEVATION

### NOTES:

1) PROPERTY LINE DESIGNATION ARE FROM THE RECORDS FROM THE OFFICE OF THE SURVEYOR OF THE DISTRICT OF COLUMBIA. LOTS 48, 49 AND 50 ARE RECORDED IN SUBDIVISION BOOK 11 AT PAGE 84.
2) ALL BUILDING DIMENSIONS SHOWN HEREON ARE FROM FIELD MEASUREMENTS BY MADDOX ENGINEERS & SURVEYORS, INC.
3) SUBJECT TO ENCUMBRANCES OF RECORD, IF ANY.
4) PORTION OF THE NORTH FACE THE BUILDING SHOWN HEREON PROJECT INTO PUBLIC SPACE. THE LAND BENEATH THE PROJECTION IS PUBLIC SPACE OWNED BY THE DISTRICT OF COLUMBIA AND IS NOT PART OF THE CONDOMINIUM.

MADDOX
INCORPORATED
ENGINEERS • SURVEYORS
100 PARK AVENUE
ROCKVILLE, MARYLAND 20850-2699
(301) 762-9001

## SITE PLAN

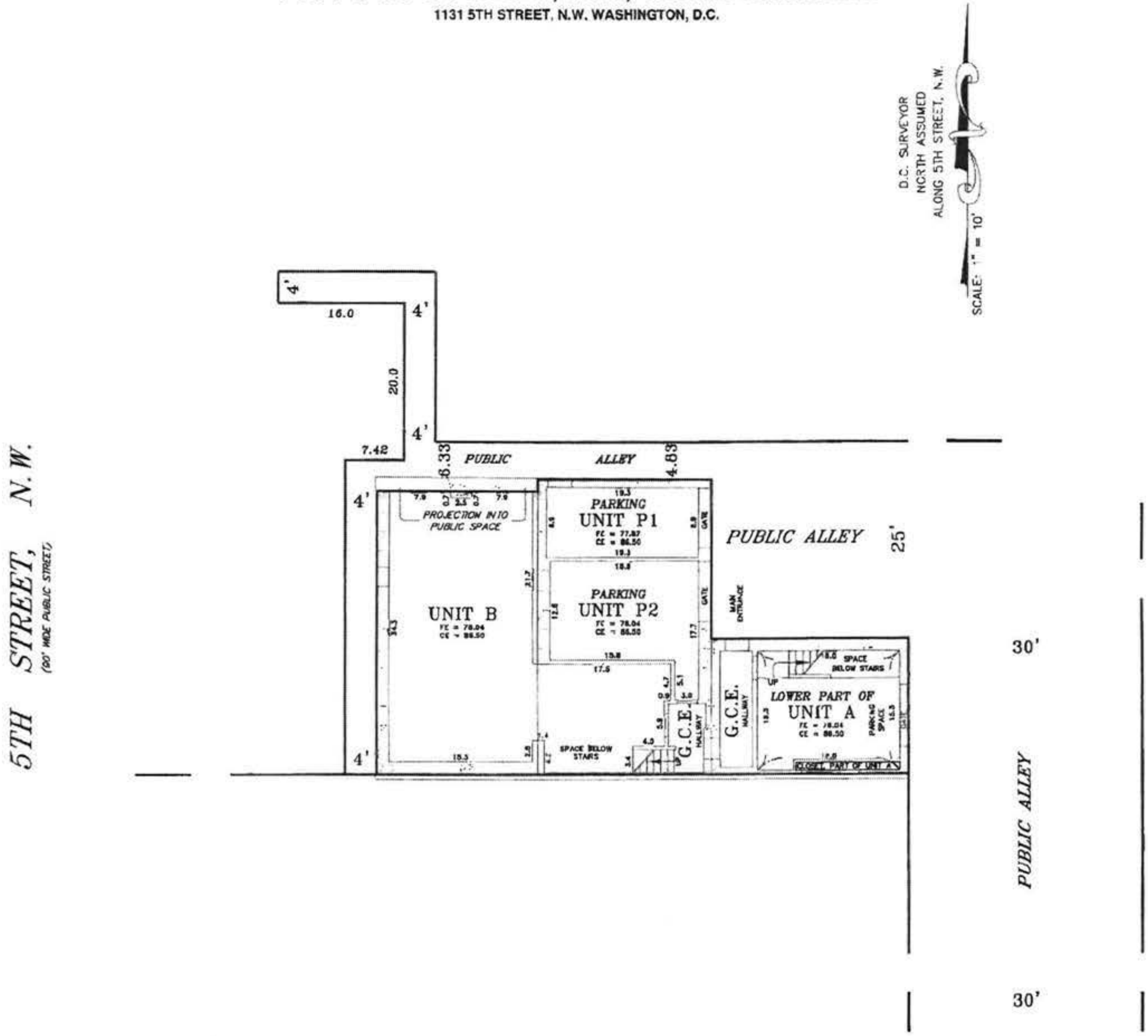
CONDOMINIUM BOOK NUMBER 67 PAGE 10
SHEET 3 OF 5

# PLAN OF CONDOMINIUM SUBDIVISION

## SQUARE 514, LOTS 48, 49 AND 50 (TAXED AS 827)

## 1131 5TH STREET, NW, CONDOMINIUM

1131 5TH STREET, N.W. WASHINGTON, D.C.

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L.C.E = LIMITED COMMON ELEMENT
F.E. = FLOOR ELEVATION
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MADDOX
INCORPORATED
ENGINEERS • SURVEYORS

100 PARK AVENUE
ROCKVILLE, MARYLAND 20850-2699
(301) 762-9001


# FIRST FLOOR

UNIT A & UNIT B,
PARKING UNITS P1 & P2

NOTES

1. ALL UNIT DIMENSIONS SHOWN HEREON ARE APPROXIMATE, AND ARE BASED ON PHYSICAL MEASUREMENTS TAKEN WITHIN THE UNITS TO THE UNITS FINISHED SURFACES OF WALLS. ACTUAL UNIT BOUNDARIES, HOWEVER, MAY EXTEND TO INCLUDE SUCH UNMEASURED ITEMS AS DRYWALL, PLASTER, FLOORING, DOORS, AND WINDOWS. SEE CONDOMINIUM DECLARATION FOR SPECIFIC DETAILS

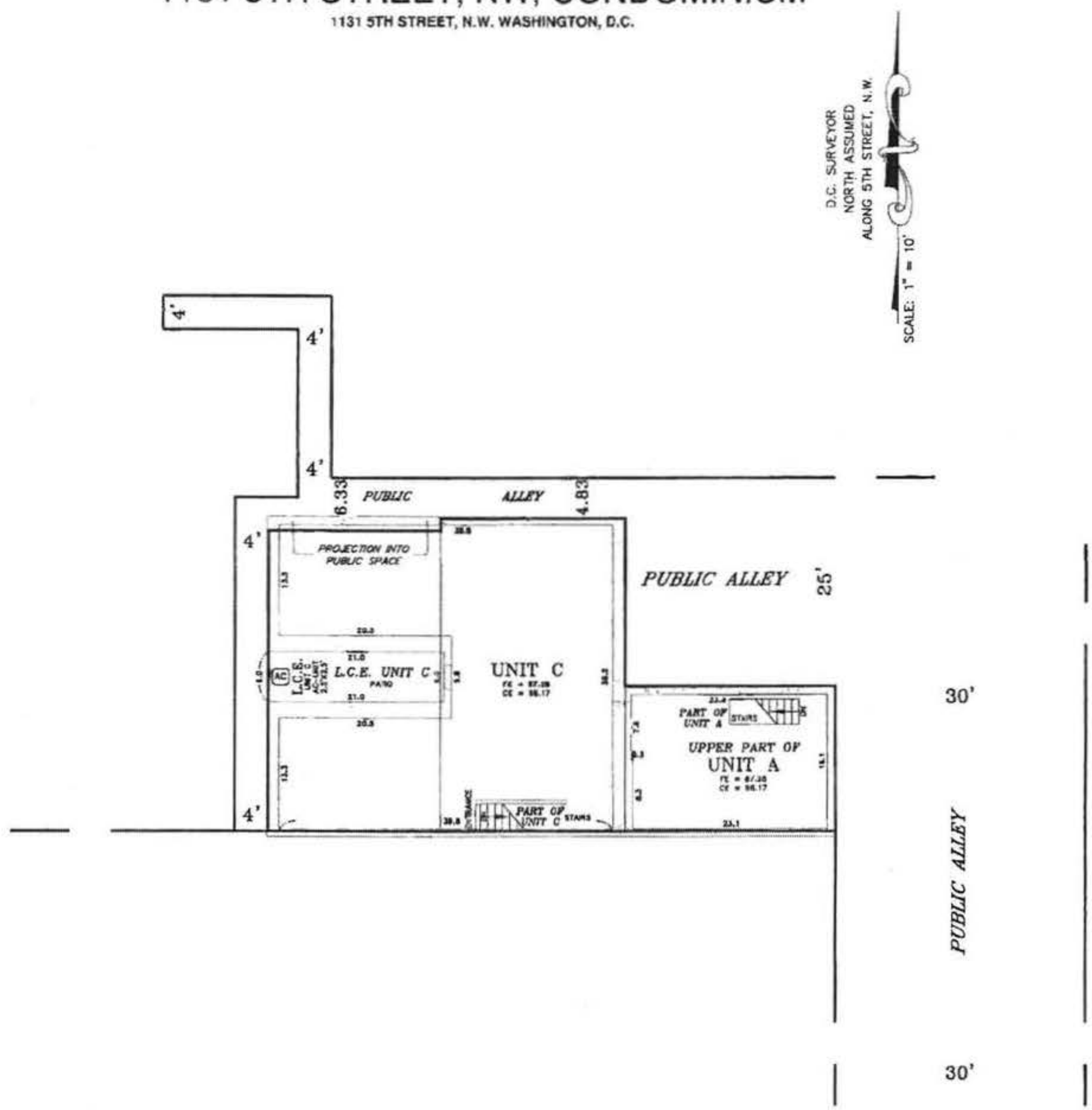
CONDOMINIUM BOOK NUMBER 67 PAGE 10
SHEET 4 OF 5

# PLAN OF CONDOMINIUM SUBDIVISION

## SQUARE 514, LOTS 48, 49 AND 50 (TAXED AS 827)

## 1131 5TH STREET, NW, CONDOMINIUM

1131 5TH STREET, N.W. WASHINGTON, D.C.




## LEGEND

G.C.E. = GENERAL COMMON ELEMENT
L.C.E. = LIMITED COMMON ELEMENT
F.E. = FLOOR ELEVATION
C.E. = CEILING ELEVATION


MADDOX INCORPORATED
ENGINEERS • SURVEYORS

100 PARK AVENUE
ROCKVILLE, MARYLAND 20850-2699
(301) 762-9001


## SECOND FLOOR

UNIT A & UNIT C

NOTES

1. ALL UNIT DIMENSIONS SHOWN HEREON ARE APPROXIMATE, AND ARE BASED ON PHYSICAL MEASUREMENTS TAKEN WITHIN THE UNITS TO THE UNITS FINISHED SURFACES OF WALLS. ACTUAL UNIT BOUNDARIES, HOWEVER, MAY EXTEND TO INCLUDE SUCH UNMEASURED ITEMS AS DRYWALL, PLASTER, FLOORING, DOORS, AND WINDOWS. SEE CONDOMINIUM DECLARATION FOR SPECIFIC DETAILS.

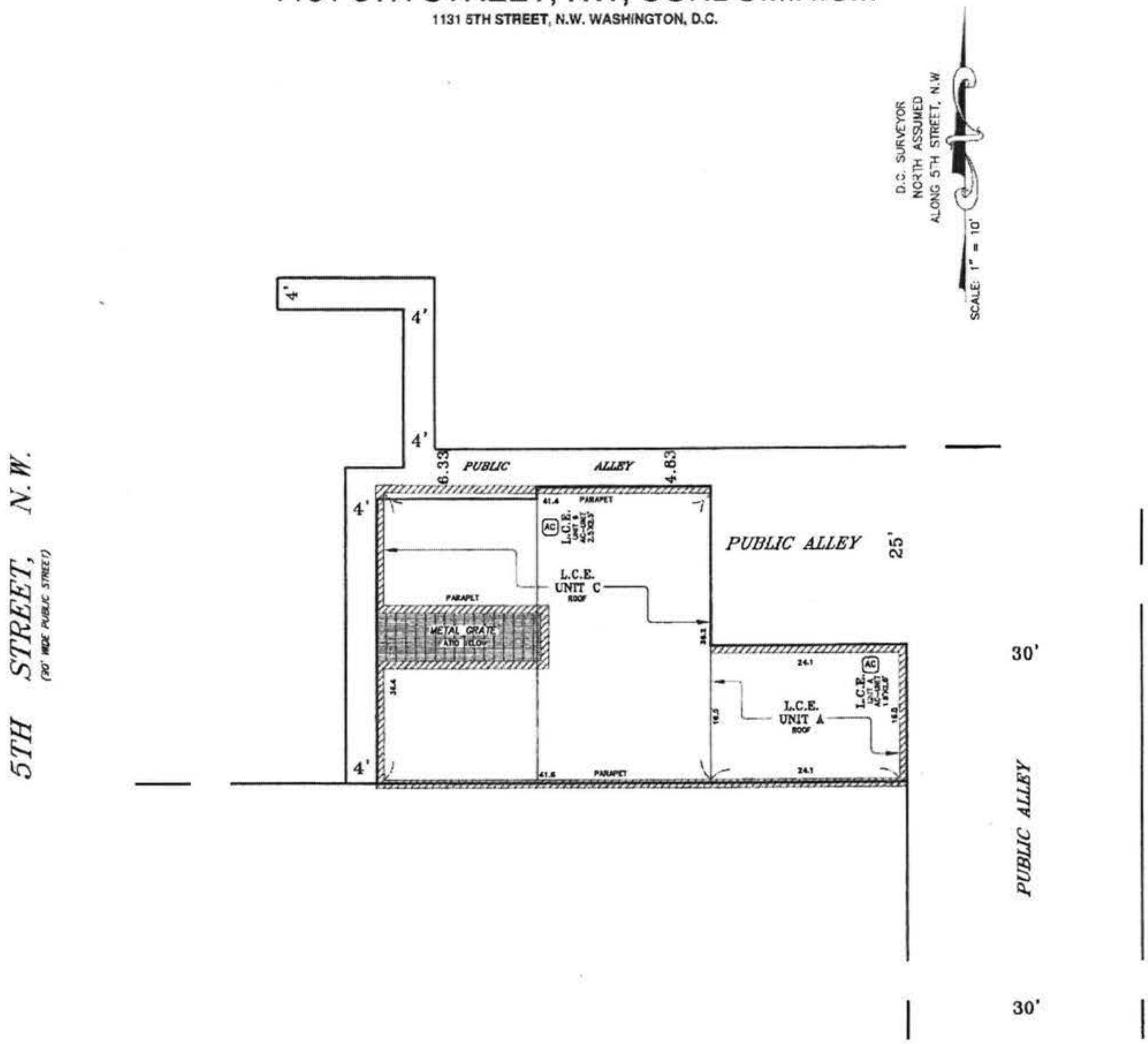
07098.I

# PLAN OF CONDOMINIUM SUBDIVISION

## SQUARE 514, LOTS 48, 49 AND 50 (TAXED AS 827)

## 1131 5TH STREET, NW, CONDOMINIUM

**1131 5TH STREET, N.W. WASHINGTON, D.C.**




### LEGEND

G.C.E. – GENERAL COMMON ELEMENT
L.C.E. – LIMITED COMMON ELEMENT
F.E. – FLOOR ELEVATION
C.E. – CEILING ELEVATION

# ROOF PLAN

## AC-UNITS

MADDOX INCORPORATED
ENGINEERS • SURVEYORS
100 PARK AVENUE
ROCKVILLE, MARYLAND 20850-2699
(301) 762-9001

### NOTES

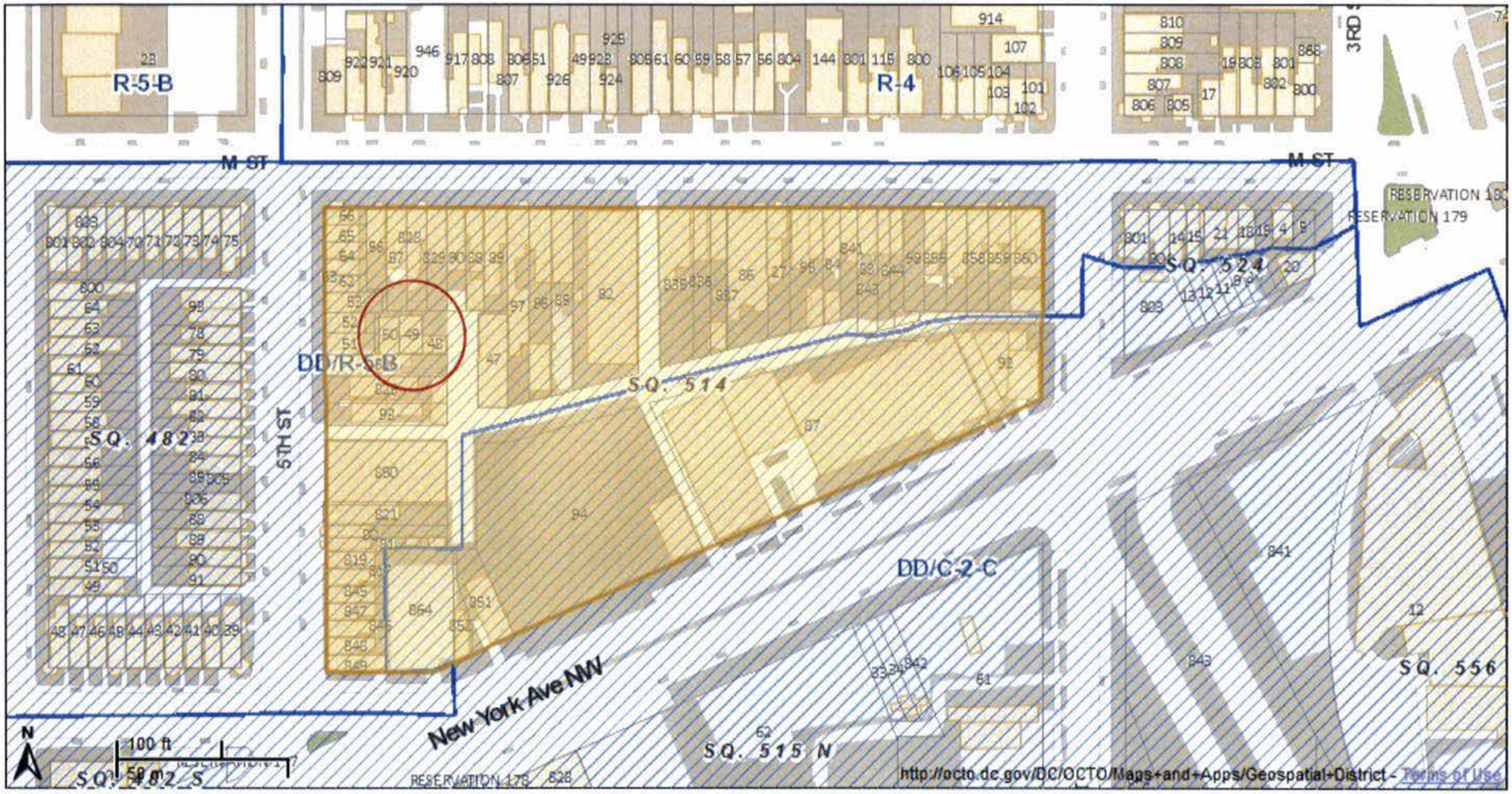
1. ALL UNIT DIMENSIONS SHOWN HEREON ARE APPROXIMATE, AND ARE BASED ON PHYSICAL MEASUREMENTS TAKEN WITHIN THE UNITS TO THE UNITS FINISHED SURFACES OF WALLS. ACTUAL UNIT BOUNDARIES, HOWEVER, MAY EXTEND TO INCLUDE SUCH UNMEASURED ITEMS AS DRYWALL, PLASTER, FLOORING, DOORS, AND WINDOWS. SEE CONDOMINIUM DECLARATION FOR SPECIFIC DETAILS.

# Exhibit C

# District of Columbia Office of Zoning

## EXTRACT OF THE DISTRICT OF COLUMBIA ZONING MAP

October 1, 2012

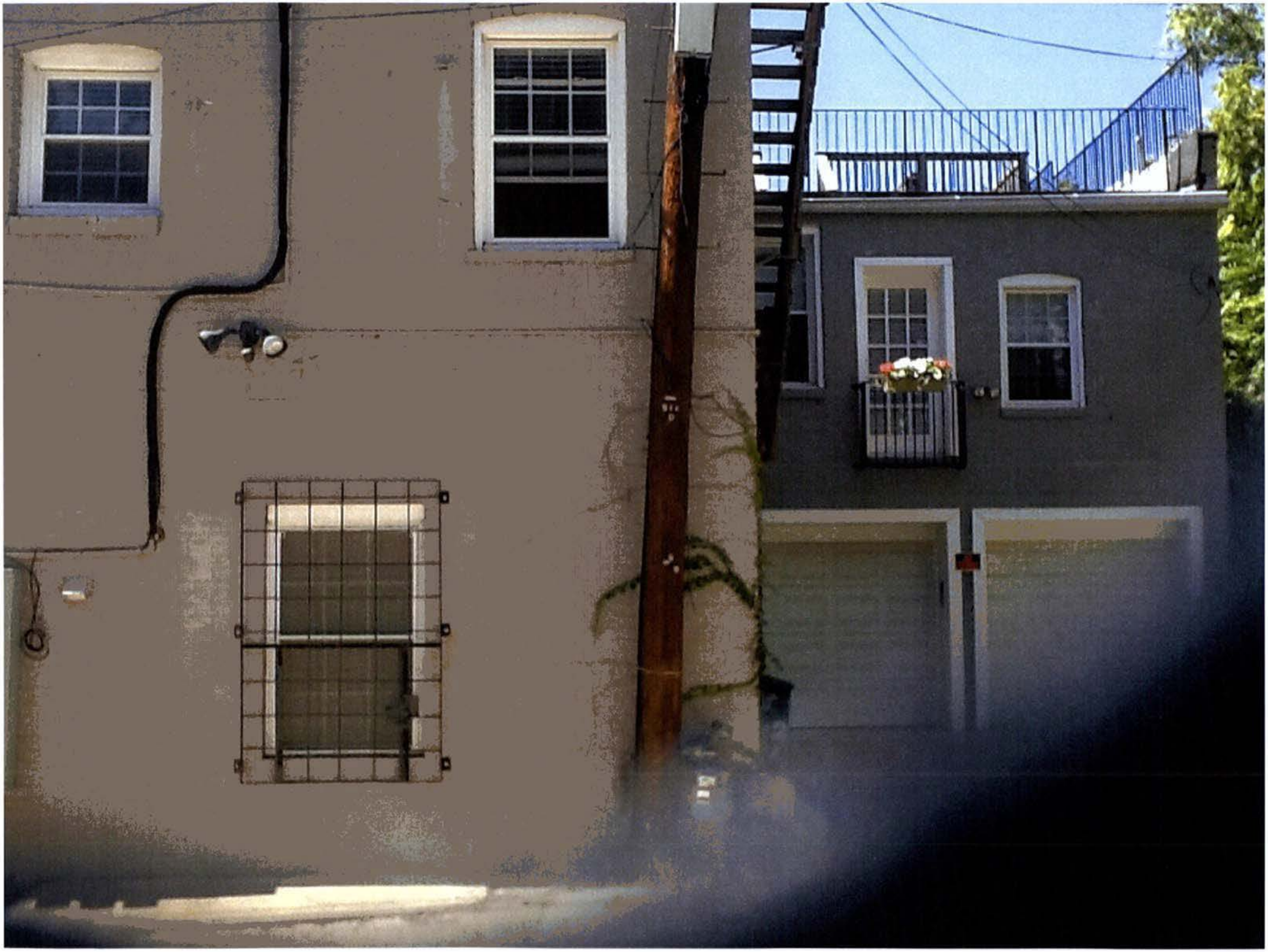



**Zoning Layers**

| | | | |
|---|---|---|---|
| Zone Districts | Overlays Districts | TDRs | Air Rights Zone |
| Pending Zones | CEA | Pending PUDs | Baist Index |
| Historic Districts | Campus Plans | Active PUDs | |

To certify zoning on any property in order to satisfy a legal requirement, contact the Office of Zoning at (202) 727-6311.

# Exhibit D



# Exhibit E

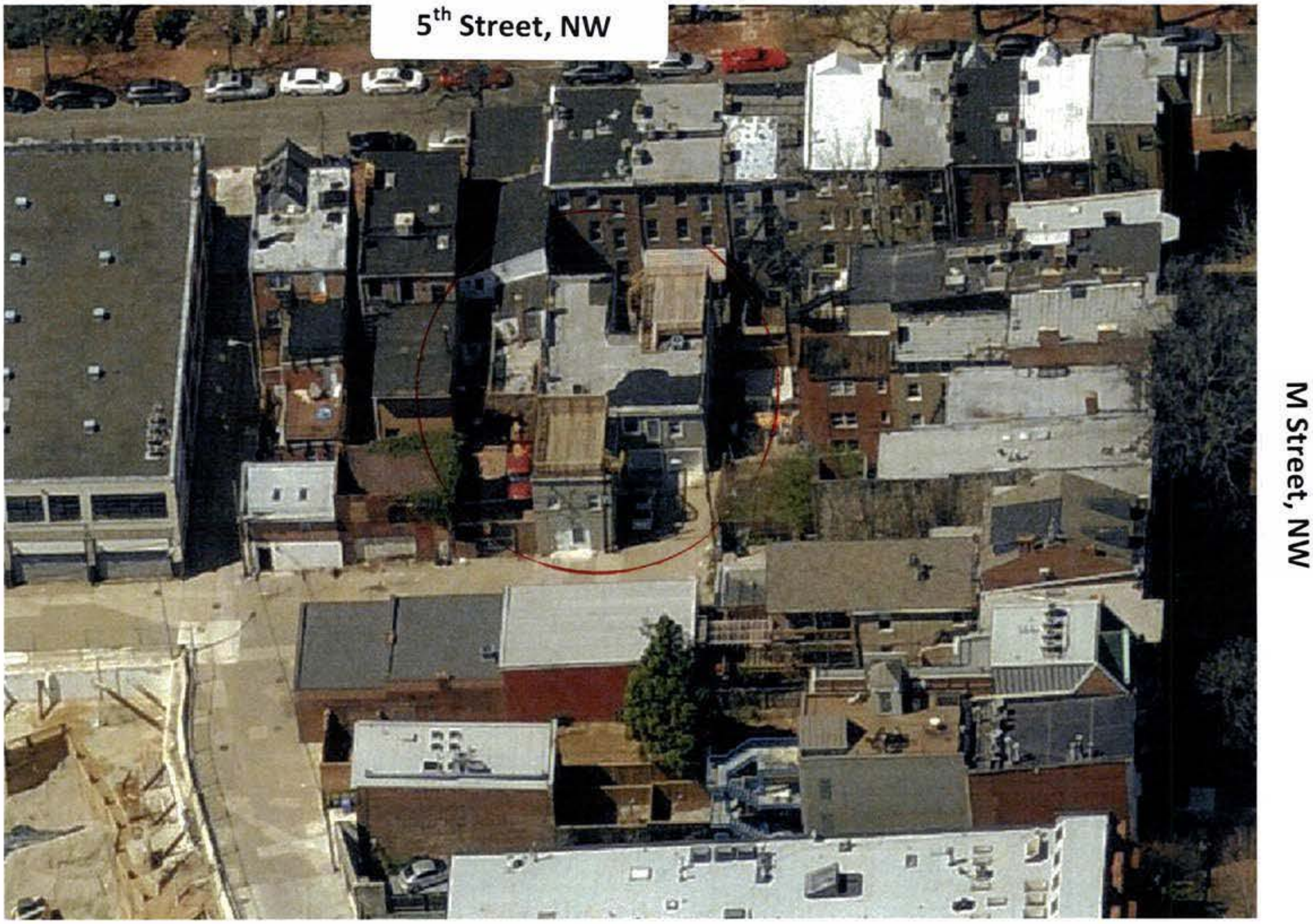

5th Street, NW
M Street, NW

5th Street, NW

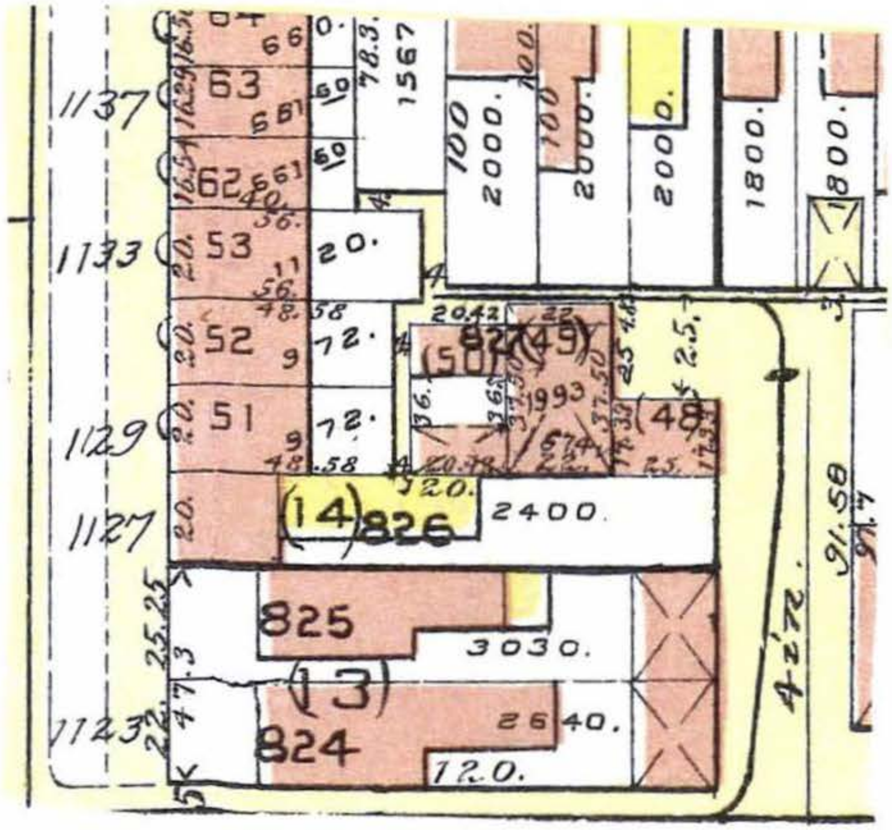
M Street, NW

3-22-05


5th Street, NW
M Street, NW


5th Street, NW
M Street, NW

# Exhibit F



**Excerpt from Baist's Atlas, 1957**
**Vol. 1, Plate 34**

# Exhibit G

Form LI-P-801 **CERTIFICATE OF OCCUPANCY** No. B 61443

Washington, D.C., MARCH 9, , 1971

Permission is hereby granted to DONALD SCOTT NASH

to use the 1ST AND 2ND floor(s) of the building located on Lot 827 Square 514

known as premises R-1191 5TH STREET, N.W. for the following

purpose(s): WAREHOUSE

THIS CERTIFICATE SHALL BE POSTED CONSPICUOUSLY ON THE ABOVE PREMISES AT ALL TIMES. IT IS VALID INDEFINITELY, unless an expiration date is stated, ONLY for the premises, or part thereof, and for the purpose(s), indicated above, and IS NOT TRANSFERABLE to another person or premises under ANY conditions. ANY CHANGE in the type of business, ownership of business, or part of premises used therefor, will render this Certificate VOID and a NEW Certificate must be obtained.

ZONE R-4 FEE $ 12.00

BURXXXX OF LICENSES & INSPECTIONS, GOV'T. OF DIST. OF COL.
DEPT. OF ECON. DEVELOPMENT

Chief, Permit Branch
By Katherine W. Frank
Permit Clerk

OFFICE COPY

CKRT

Form LLP 101-A
formerly 101 A-15
May 1957

# GOVERNMENT OF THE DISTRICT OF COLUMBIA
## DEPARTMENT OF LICENSES AND INSPECTIONS
### LICENSE AND PERMIT DIVISION
### PERMIT BRANCH

Received
MAY 26 1967

NO HOLD NOTICE AGAINST PROPERTY

## APPLICATION FOR CERTIFICATE OF OCCUPANCY—COMMERCIAL BRANCH
(WRITE WITH TYPEWRITER OR INK)

Do NOT use this form if Certificate is to be issued for Hotel, Flat or Apartment, Rooming, Boarding or Tenement House, Day Nursery, Private Club, Convalescent Home, or Other Residential Use.

Date May 4, 1967

TO THE DIRECTOR OF INSPECTION:

The applicant(s) request the issuance of a Certificate of Occupancy for the use of the premises described below, and agree to comply with all applicable laws and regulations of the District of Columbia, and any terms and conditions appearing on BOTH sides of this application and on any Certificate of Occupancy issued on the basis of this application.

Full Name of Owner(s) of Business DONALD SCOTT NASH
(See instruction on reverse side) (PRINT) (FIRST) (MIDDLE) (LAST)

*Trade Name* of Business Same
(See instruction on reverse side) (PRINT) (The trade name must be identical with that shown in application for business license)

**Description of Premises for which Certificate is Requested**

Address Rear 1131-5th N.W. Lot 847 Square 514
(of building to be occupied)

Name and address of owner of building Arnold S. Hack, Contract purchaser

To the best of your knowledge is the building now being condemned? Yes

Material of building Brick No. of Stories High 2 Basement? No

Proposed use Warehouse ~~[illegible]~~

Which Floor(s) will be occupied for above use both

Previous use

If previous use was residential, how many living unit are being abandoned?

**READ INSTRUCTIONS AND INFORMATION ON REVERSE SIDE OF THIS APPLICATION PENALTIES ARE PROVIDED FOR MISREPRESENTATION.**

**To Be Filled in by Clerk**

Use District C-M-1
Height District
Area District RC
Transcript of No.
E. D. No.
B. Z. A. No.
Bldg Permit No.
Previous use
No.
Name of Clerk

IF OWNER OF BUSINESS SIGNS:
Signature of Owner Arnold S. Hack
(in ink)
Home Address 1211 Bryant St NE Tel. No. LA 9-4848

IF AUTHORIZED AGENT FOR OWNER OF BUSINESS SIGNS:
Name of Agent
Address of Agent Tel. No.
Name of Owner(s) of Business
Signature of Agent
(in ink)

APPROVED:
F.S.
Bldg. E. NUNLEY
Plbg. N. T. SANAHAN
Elec. E. M. CARRIDO

RESERVED FOR APPROVALS
Date
Date 2-24-71
Date 2-11-70
Date

APPROVED FOR ISSUANCE OF PERMIT
Date 3-8-71
(Bldg. Approval Clerk)

Permit No. B-C-14443 3-26-67
Issued March 9, 1971 1445 RWF

PRESIDENT
VICE-PRESIDENT
SECRETARY
TREASURER

5-29-67

NOTICE TO PROSPECTIVE PURCHASER:
Your application will not be approved and Certificate issued until all inspections have been made and inspection [illegible] complied with.

MAY 26 1967

COMPLIES WITH REQUIREMENT ZONING REGULATIONS

Mailed 3/9/71 RWF

# Exhibit H

Government of the District of Columbia
Office of the Chief Financial Officer

| Square | Suffix | Lot | Property Address | Mrtg. No. | Assessment | Tax Rate/$100 | Annual Ta |
|---|---|---|---|---|---|---|---|
| 0514 | | 2214 | 1131 5TH ST | 0 | 283,000 | 0.85 | 1,206.49 |

[illegible] Number: [illegible]

#BWNNZYG
#0514 2214 R284#
JOHN F DENNING
26010 MOUNT VERNON AVE
DAMASCUS, MD 20872-2010

Amount Enclosed $ ___,___,___.__

For Official Use Only

| PAYMENT DUE BY | Sep 15, 2008 | AMOUNT DUE | 1,20 |
|---|---|---|---|

UNIT A

0 0514 2214 082258485 0000120649

PLEASE DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

[illegible] Number: [illegible]

**Tax Year 2008 is October 1, 2007 thru September 30, 2008 Class 001**

| Square | Suffix | Lot | Property Address | Mrtg. No. | Assessment | Tax Rate/$100 | Annual T |
|---|---|---|---|---|---|---|---|
| 0514 | | 2214 | 1131 5TH ST | 0 | 283,000 | 0.85 | 1,206.49 |

| DESCRIPTION | TAX | PENALTY | INTEREST | PAYMENT | TOTAL |
|---|---|---|---|---|---|
| 008 Second Half | 1,206.49 | | | | 1,20 |
| Total | | | | | 1,20 |

Additional Information

[illegible]

[illegible]

**TAXPAYER'S RECORD**

[illegible]

[illegible]

| | | | |
|---|---|---|---|
| Payment Due By | Sep 15, 2008 | Amount Due | 1,20 |
| Payment Due By | Oct 15, 2008 | Amount Due | 1,345 |
| Payment Due By | Nov 14, 2008 | Amount Due | 1,363 |

| Square | Suffix | Lot | Property Address | Mrtg. No. | Assessment | Tax Rate/$100 | Annual T[illegible] |
|---|---|---|---|---|---|---|---|
| 0514 | | 2215 | 1131 5TH ST | 0 | 328,770 | 0.85 | 1,397.27 |

[illegible] Number: 6266970000816

DWNSZYG
#0514 2215 R2836
JUSTIN E DENNING
20610 MOUNT VERNON AVE
DAMASCUS, MD 20872-2016

Amount Enclosed $ [ ][ ][ ] , [ ][ ][ ] , [ ][ ][ ] . [ ]

For Official Use Only [ ][ ][ ][ ]

| PAYMENT DUE BY | Sep 15, 2008 | AMOUNT DUE | 1,39[illegible] |
|---|---|---|---|

3 0514 2215 062262892 0000139727

UNIT E

[illegible]

Tax Year 2008 is October 1, 2007 thru September 30, 2008 Class 001

[illegible] Number: 626697[illegible]

| Square | Suffix | Lot | Property Address | Mrtg. No. | Assessment | Tax Rate/$100 | Annual T[illegible] |
|---|---|---|---|---|---|---|---|
| 0514 | | 2215 | 1131 5TH ST | 0 | 328,770 | 0.85 | 1,397.27 |

| DESCRIPTION | TAX | PENALTY | INTEREST | PAYMENT | TOTAL |
|---|---|---|---|---|---|
| 008 Second Half | 1,397.27 | | | | 1,39[illegible] |
| Total | | | | | 1,39[illegible] |

Additional Information
TO PAY YOUR TAX IN PERSON, YOU MUST PAY YOUR TAX BILL AT ANY WACHOVIA BANK IN WASHINGTON, DC
[illegible] OF YOUR TAX YEAR 2008 REAL PROPERTY TAX IS USED TO PAY THE GENERAL OBLIGATION BONDS DEBT SERVICE REQUIREMENT

TAXPAYER'S RECORD
[illegible]

[illegible] (REV. 12/06)

| | | | |
|---|---|---|---|
| Payment Due By | Sep 15, 2008 | Amount Due | 1,39[illegible] |
| Payment Due By | Oct 15, 2008 | Amount Due | 1,55[illegible] |
| Payment Due By | Nov 14, 2008 | Amount Due | 1,57[illegible] |

WELCOME TO WASHINGTON District of Columbia



Prev

## Property Detail

**Address:** 1131 5TH ST

**SSL:** 0514 2214

### Record Details

| | | | |
|---|---|---|---|
| **Neighborhood:** | OLD CITY II | **Sub-Neighborhood:** | B |
| **Use Code:** | 16 - Residential-Condo-Horizontal | **Class 3 Exception:** | No |
| **Tax Type:** | TX - Taxable | **Tax Class:** | 001 - Residential |
| **Homestead Status:** | ** Currently receiving the Homestead Deduction*. | | |
| **Assessor:** | GREGORY GLOVER | | |
| **Gross Building Area:** | | **Ward:** | 2 |
| **Land Area:** | 440 | **Triennial Group:** | 2 |

### Owner and Sales Information

| | |
|---|---|
| **Owner Name:** | ERIN MURPHY UNIT A |
| **Mailing Address:** | 1131 5TH ST NW; WASHINGTON DC20001-3605 |
| **Sale Price:** | $255,000 |
| **Recordation Date:** | 04/30/2009 |
| **Instrument No.:** | 46064 |

### Tax Year 2012 Preliminary Assessment Roll

| | Current Value (2011) | Proposed New Value (2012) |
|---|---|---|
| **Land:** | $76,370 | $78,180 |
| **Improvements:** | $178,200 | $182,420 |
| **Total Value:** | $254,570 | $260,600 |
| **Taxable Assessment:** * | $187,070 | $193,100 |

* Taxable Assessment after Tax Assessment Credit and after $67,500 Homestead Credit, if applicable. (Click here for more information).

** This property is currently receiving tax relief through the Homestead deduction program. If you are not domiciled in the District or the property is not your principal place of residence, you are obligated to inform the Office of Tax and Revenue. This can be done by accessing the link below and completing the necessary form and returning it per the instructions. You may also write to the Office of Tax and Revenue, Real Property Administration, P.O. Box 176, Washington, DC 20044. For additional information regarding the Homestead program, call (202)727-4TAX. Click here to download the Homestead Deduction and Senior Citizen Tax Relief cancellation application *

View Tax Information | View Property Features | View Payments

WELCOME TO WASHINGTON District of Columbia



Prev

# Property Detail

**Address:** 1131 5TH ST

**SSL:** 0514 2215

### Record Details

| | | | |
|---|---|---|---|
| **Neighborhood:** | OLD CITY II | **Sub-Neighborhood:** | B |
| **Use Code:** | 16 - Residential-Condo-Horizontal | **Class 3 Exception:** | No |
| **Tax Type:** | TX - Taxable | **Tax Class:** | 001 - Residential |
| **Homestead Status:** | ** Currently receiving the Homestead Deduction*. | | |
| **Assessor:** | GREGORY GLOVER | | |
| **Gross Building Area:** | | **Ward:** | 2 |
| **Land Area:** | 575 | **Triennial Group:** | 2 |

### Owner and Sales Information

| | |
|---|---|
| **Owner Name:** | JOHANNA D SEARS UNIT B |
| **Mailing Address:** | 1131 5TH ST NW; WASHINGTON DC20001-3605 |
| **Sale Price:** | $265,000 |
| **Recordation Date:** | 04/30/2009 |
| **Instrument No.:** | 46057 |

### Tax Year 2012 Preliminary Assessment Roll

| | Current Value (2011) | Proposed New Value (2012) |
|---|---|---|
| **Land:** | $99,080 | $102,020 |
| **Improvements:** | $231,190 | $238,050 |
| **Total Value:** | $330,270 | $340,070 |
| **Taxable Assessment: *** | $262,770 | $272,570 |

* Taxable Assessment after Tax Assessment Credit and after $67,500 Homestead Credit, if applicable. (Click here for more information).

** This property is currently receiving tax relief through the Homestead deduction program. If you are not domiciled in the District or the property is not your principal place of residence, you are obligated to inform the Office of Tax and Revenue. This can be done by accessing the link below and completing the necessary form and returning it per the instructions. You may also write to the Office of Tax and Revenue, Real Property Administration, P.O. Box 176, Washington, DC 20044. For additional information regarding the Homestead program, call (202)727-4TAX. Click here to download the Homestead Deduction and Senior Citizen Tax Relief cancellation application *

View Tax Information | View Property Features | View Payments

# Property Detail

**Address:** 1131 5TH ST
**SSL:** 0514 2216

### Record Details

| | | | |
|---|---|---|---|
| **Neighborhood:** | OLD CITY II | **Sub-Neighborhood:** | B |
| **Use Code:** | 16 - Residential-Condo-Horizontal | **Class 3 Exception:** | No |
| **Tax Type:** | TX - Taxable | **Tax Class:** | 001 - Residential |
| **Homestead Status:** | ** Not receiving the Homestead Deduction | | |
| **Assessor:** | GREGORY GLOVER | | |
| **Gross Building Area:** | | **Ward:** | 2 |
| **Land Area:** | 834 | **Triennial Group:** | 2 |

### Owner and Sales Information

| | |
|---|---|
| **Owner Name:** | ALI TAHRIRI |
| **Mailing Address:** | 100 CENTRAL AVE; GAITHERSBURG MD20877-1220 |
| **Sale Price:** | $256,000 |
| **Recordation Date:** | 08/03/2012 |
| **Instrument No.:** | 82768 |

### Tax Year 2013 Preliminary Assessment Roll

| | Current Value (2012) | Proposed New Value (2013) |
|---|---|---|
| **Land:** | $141,220 | $133,430 |
| **Improvements:** | $329,540 | $311,350 |
| **Total Value:** | $470,760 | $444,780 |
| **Taxable Assessment: *** | $470,760 | $444,780 |

* Taxable Assessment after Tax Assessment Credit and after $67,500 Homestead Credit, if applicable. (Click here for more information).

** If you believe you should be receiving tax relief through the Homestead deduction program and if you are domiciled in the District and this property is your principal place of residence, you can access the link below, complete the form, and return it per the instructions. For additional information regarding the Homestead program, call (202)727-4TAX. Click here to download the Homestead Deduction and Senior Citizen Tax Relief application *

# Exhibit I

**Department of Consumer and Regulatory Affairs**
Permit Operations Division
*941 North Capitol Street NE Room 2100*
Washington DC 20002
Tel. (202) 442 - 4589  Fax (202) 442 - 4862
TO SCHEDULE INSPECTIONS PLEASE CALL (202) 442 9557

# E

# ELECTRICAL PERMIT

THIS PERMIT MUST ALWAYS BE CONSPICUOUSLY DISPLAYED AT THE ADDRESS OF WORK UNTIL WORK IS COMPLETED AND APPROVED

Bldg Permit:
Issue Date: 04/20/2009
Expiration Date: 04/20/2010

**PERMIT NO. E0904074**

| Address of Project: | Zone: | Ward: | Square: | Suffix: | Lot: |
|---|---|---|---|---|---|
| 1131 5TH ST NW | DD/R-5-B | 2 | 0514 | | 0052 |

| Permission Is Hereby Granted To: | Electrical Contractor Address: | Electrical Contractor Phone No.: | PERMIT FEE: |
|---|---|---|---|
| Luminescent Designs, Inc | 315 COLESVILLE MANOR DRIVE, SILVER SPRING, MD 20904 | (301) 388-2211 | $155.00 |

| Permit Type: | Existing Use: | Proposed Use: | Plans |
|---|---|---|---|
| Electrical | Apartment Houses - R-2 | Apartment Houses - R-2 | |

| Owner Name: | Owner Address: | Existing Dwell Units: | Proposed Dwell Units: | No. of Stories: | Floor(s) Involved: |
|---|---|---|---|---|---|
| John Denning | SAME WASHINGTON, DC | | | | |

| Master Electrician Name: | Master Electrician Lic.No. | Master Electrician Address: |
|---|---|---|
| Daryl R Stevens | DM200216 | 315 COLESVILLE MANOR DRIVE, SILVER SPRING, MD 20904 |

| Agent Name: | Agent Address: |
|---|---|
| Daryl R Stevens | 315 COLESVILLE MANOR DRIVE SILVER SPRING, MD 20904 |

**Description Of Work:**

| | |
|---|---|
| 1 | Group 08 - 201 through 400 Amp range |
| 5 | Group 08 - Up through 200 Amp range |

Conditions/ Restrictions:

This Permit Expires if no Construction is Started Within 1 Year or if the Inspection is Over 1 Year.

All Construction Done According To The Current Building Codes And Zoning Regulations.

As a condition precedent to the issuance of this permit, the owner agrees to conform with all conditions set forth herein, and to perform the work authorized hereby in accordance with the approved application and plans on file with the District Government and in accordance with all applicable laws and regulations of the District of Columbia. The District of Columbia has the right to enter upon the property and to inspect all work authorized by this permit and to require any change in construction which may be necessary to ensure compliance with the permit and with all the applicable regulations of the District of Columbia. Work authorized under this Permit must start within one(1) year of the date appearing on this permit or the permit is automatically void. If work is started, any application for partial refund must be made within six months of the date appearing on this permit.

| Director: | Permit Clerk: |
|---|---|
| Linda K. Argo — Linda K. Argo | Lucretia Hackney |

TO REPORT WASTE, FRAUD OR ABUSE BY ANY DC GOVERNMENT OFFICIAL, CALL THE DC INSPECTOR GENERAL AT 1-800-521-1639
FOR CONSTRUCTION INSPECTION INQUIRIES CALL (202) 442-9557
TO SCHEDULE INSPECTIONS PLEASE CALL (202) 442 9557

E

E 102523

DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS

E- 102543

BUILDING AND LAND REGULATION ADMINISTRATION
THIRD-PARTY INSPECTIONS PROGRAM

ELECTRICAL INSPECTION

# APPROVED

Check ONLY one of the following:

- ☐ Electrical Wall Close-in
- ☒ Temporary Pending Final (TPF)
- ☐ Electrical Ceiling Close-in
- ☒ Electrical Service
- ☐ Other

Address 1131 5th Ave Floor N/A

Date 5-12-09 Inspector (Print) [illegible] Fraser

Insp. No. 265331 Signature [illegible]

Insp. Agency TDK

# Exhibit J

# M STREET CONDOMINIUMS

## ✯ 456 M STREET, NW ✯


# M STREET CONDOMINIUMS

## UNIT A - 456 M STREET NW • WASHINGTON, DC

Studio
Granite Kitchen Countertops
Private Roof Deck
Garage Parking
Full Size Washer/Dryer
Pre-Wired Cable and Phone
Condo Fee $190.00/monthly
Offered At $249,000.00

ROSS VANN, Realtor
202.256.0639
rossvann@aol.com

THE MURPHY TEAM AT LONG & FOSTER
2421 PENNSYLVANIA AVENUE NW SUITE 100
WASHINGTON, DC 20037
PHONE 202.296.5200

ALL INFORMATION IS BELIEVED TO BE ACCURATE, BUT SHOULD NOT BE RELIED UPON WITHOUT VERIFICATION.

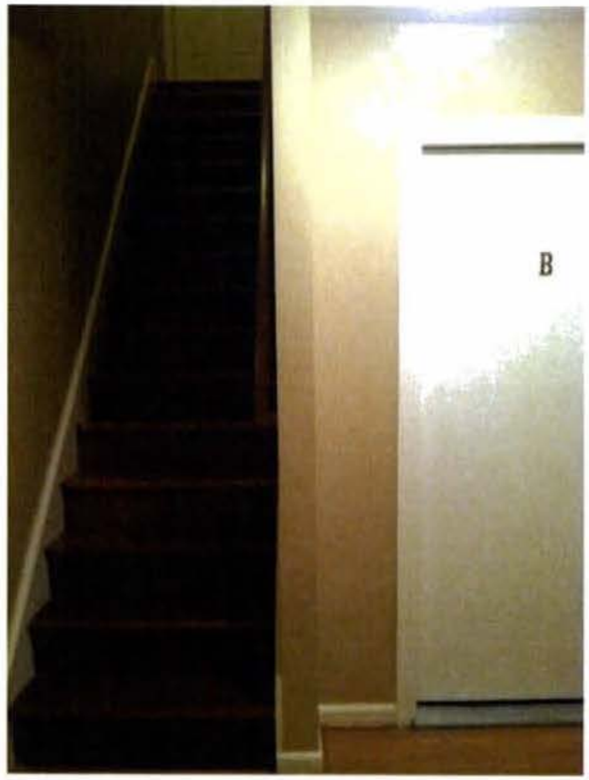
# Exhibit K

**Front Door**

**Front Door Entry, Unit A on Left**

**View from Hallway, Unit A on Right**

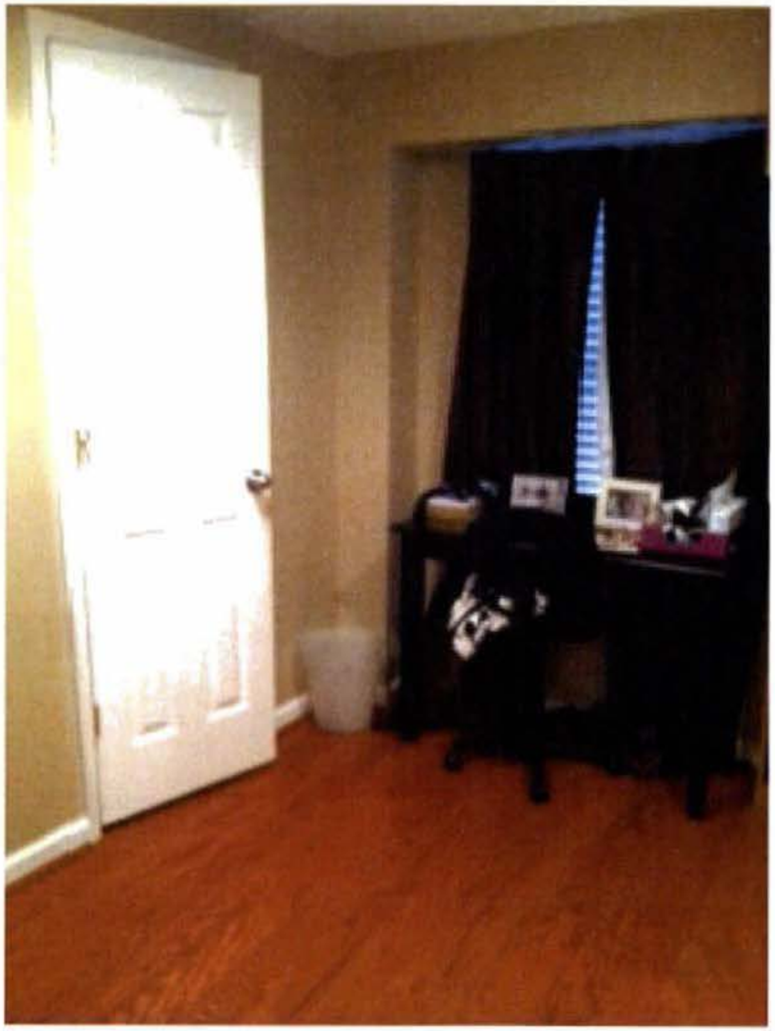
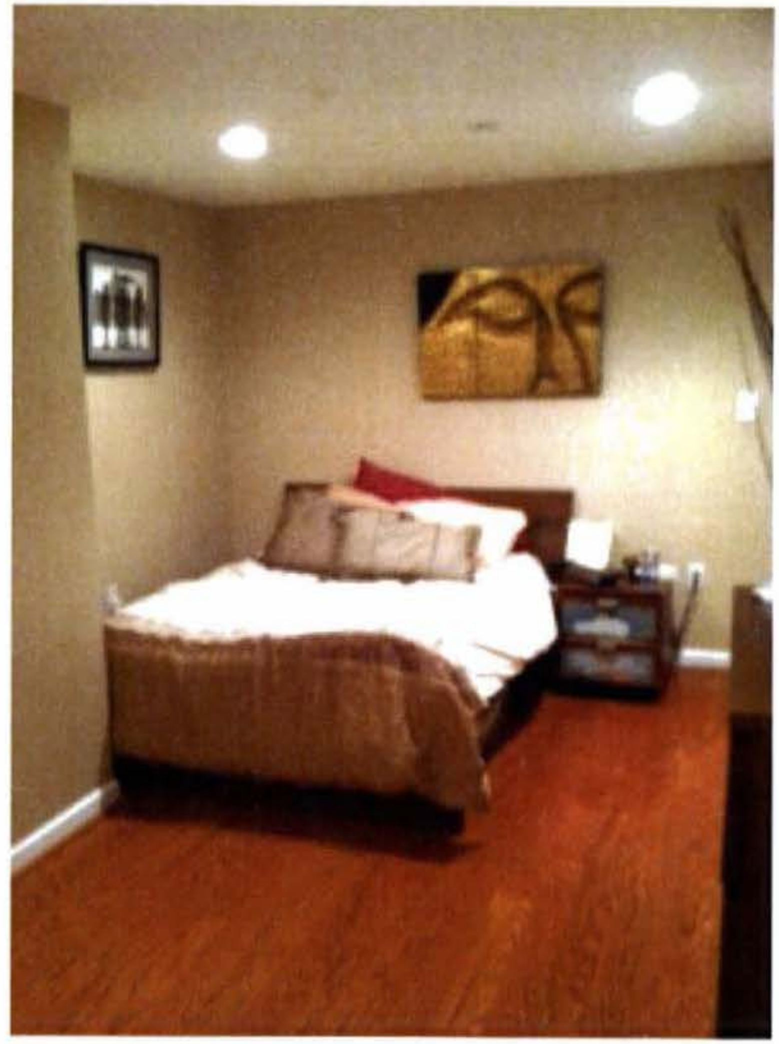
**Hallway to Units**



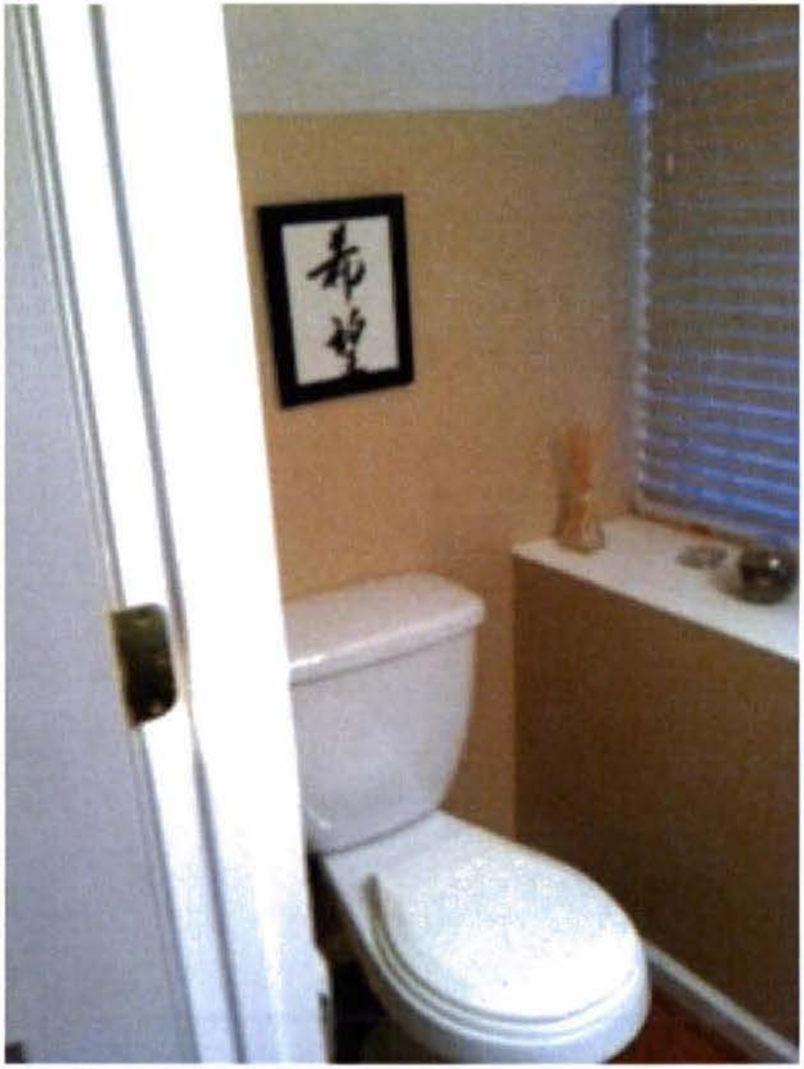

**Unit B Entrance, Stairs to Unit C**

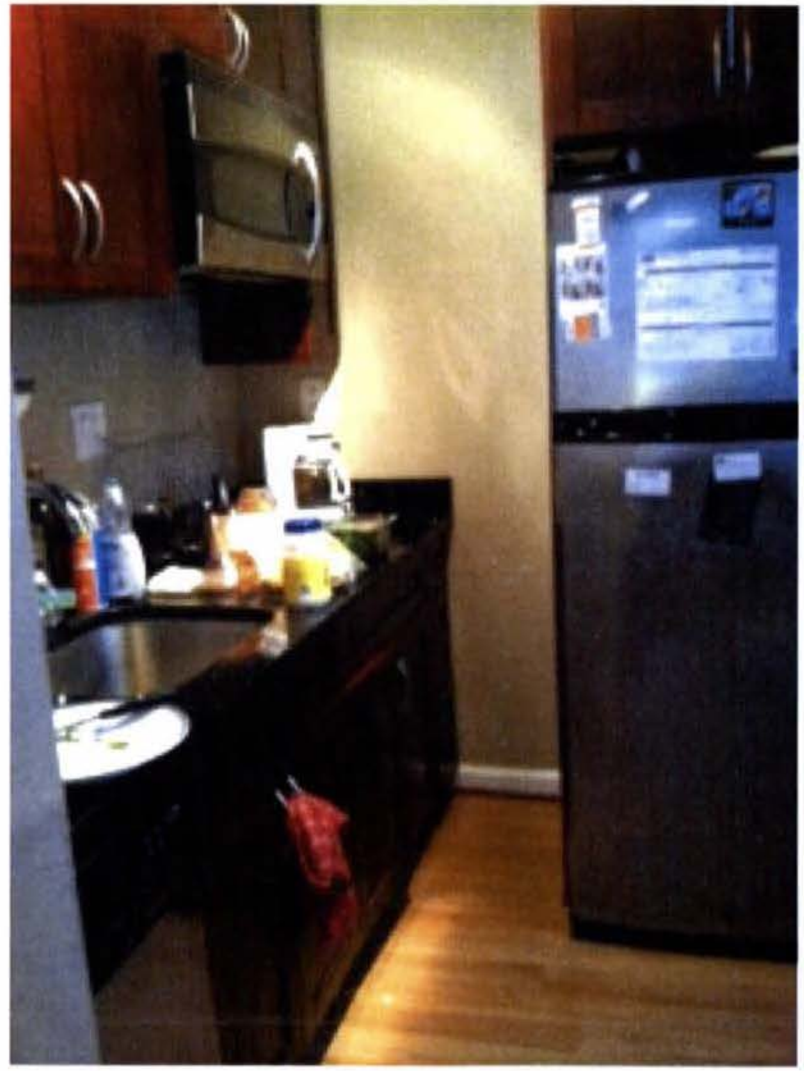
**Stairs to Unit C**

# Exhibit L

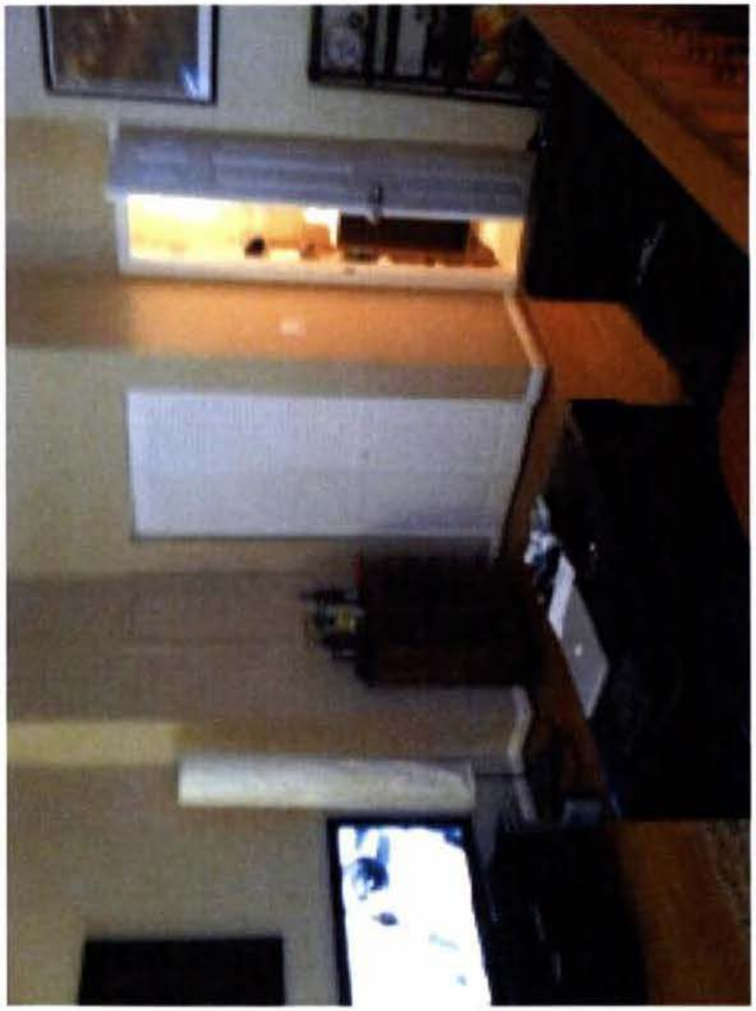
 

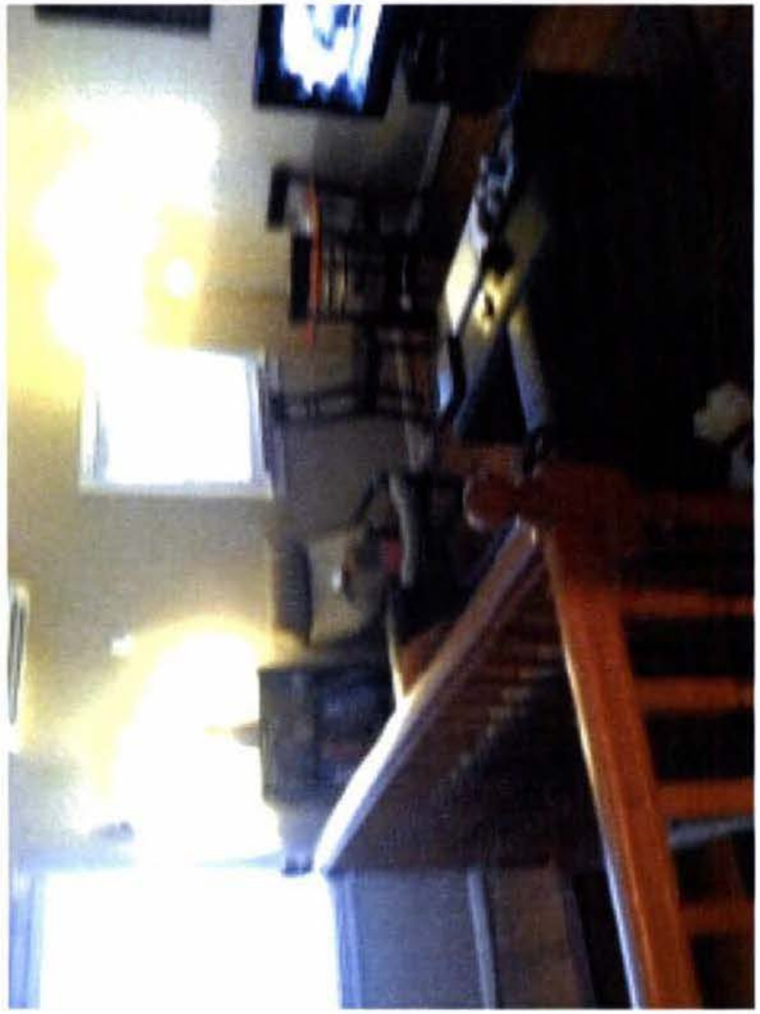
**Photos of the Interior of Unit A, Lot 2214, Square 514**



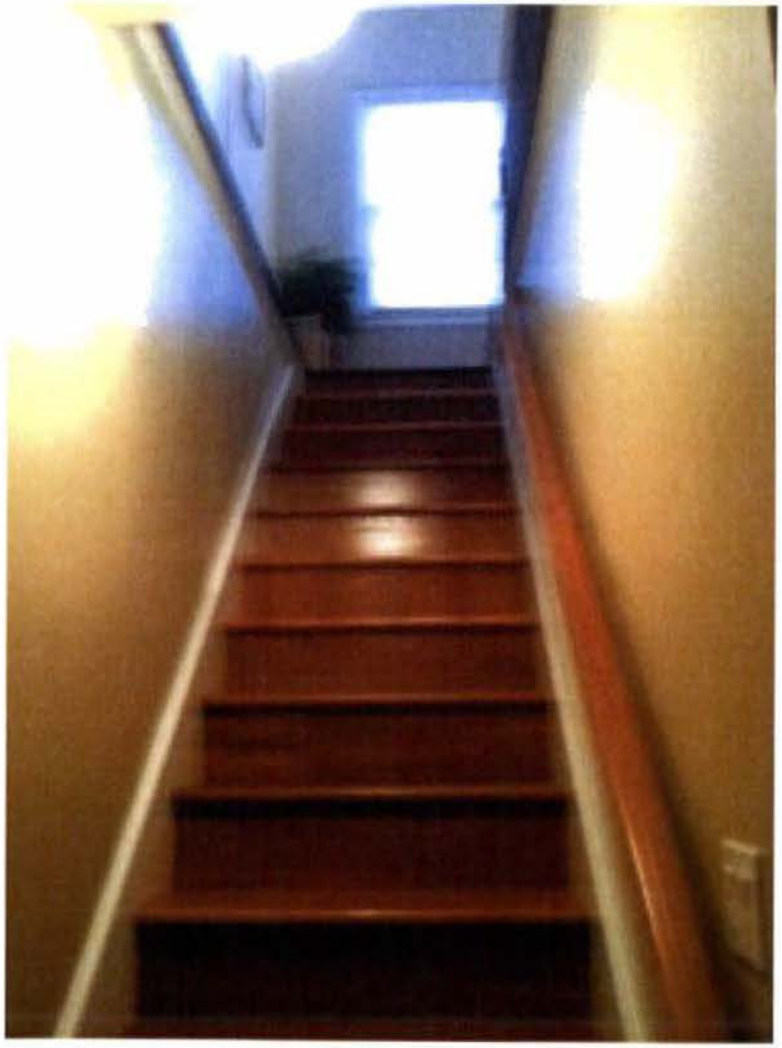


**Photos of the Interior of Unit A, Lot 2214, Square 514**





**Photos of the Interior of Unit A, Lot 2214, Square 514**



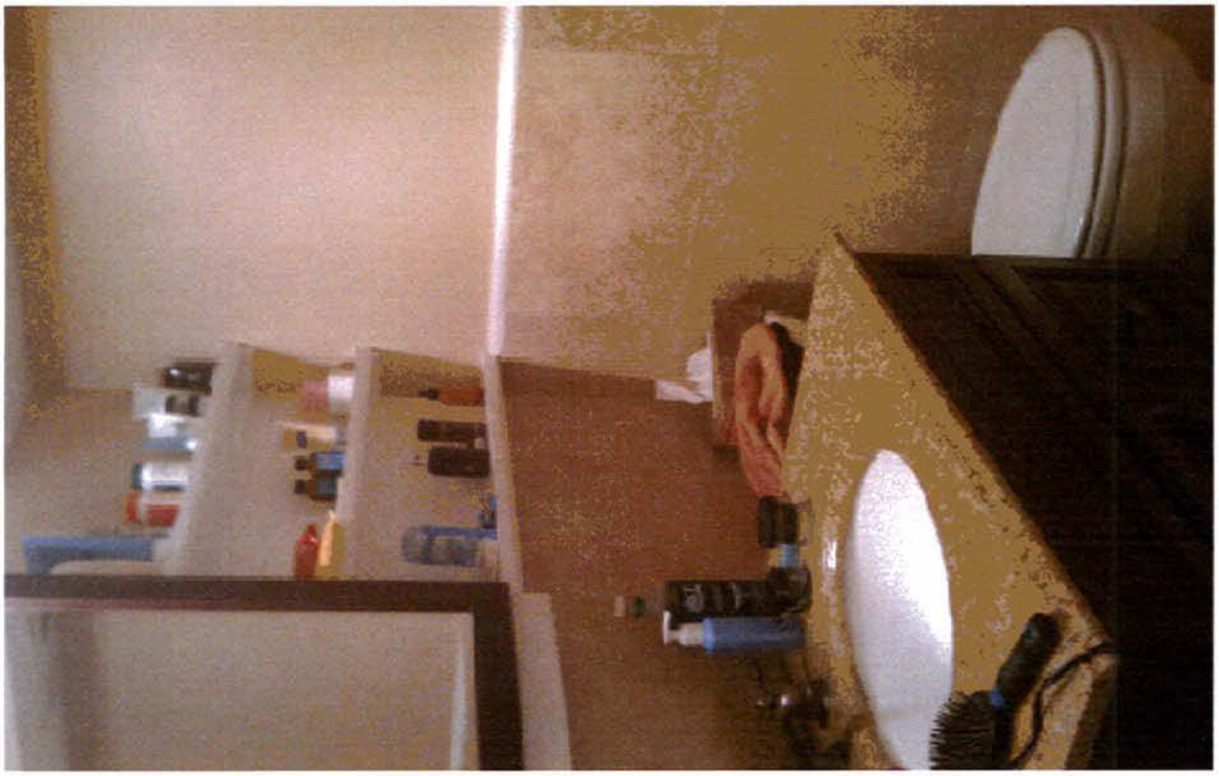
**Photos of the Interior of Unit A, Lot 2214, Square 514**

# Exhibit M

**Photos of the Interior of Unit B, Lot 2215, Square 514**

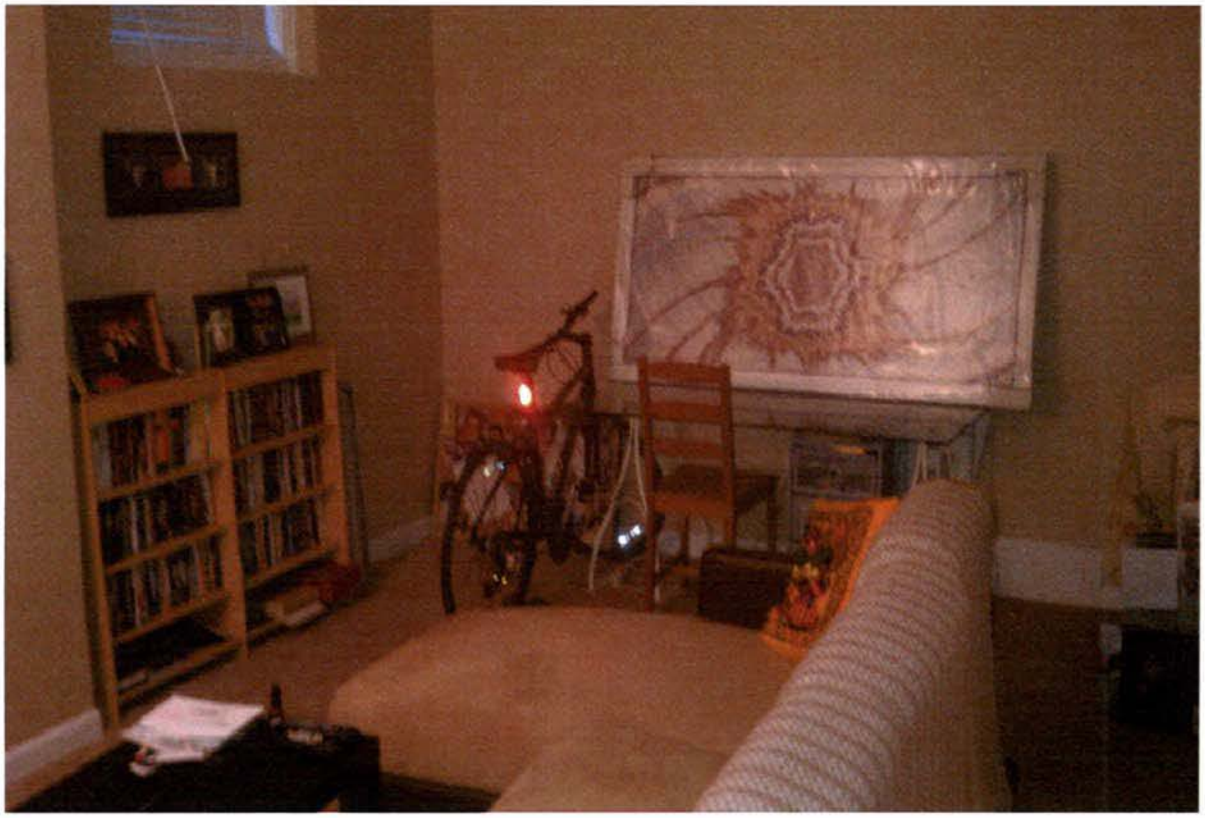
**Photos of the Interior of Unit B, Lot 2215, Square 514**

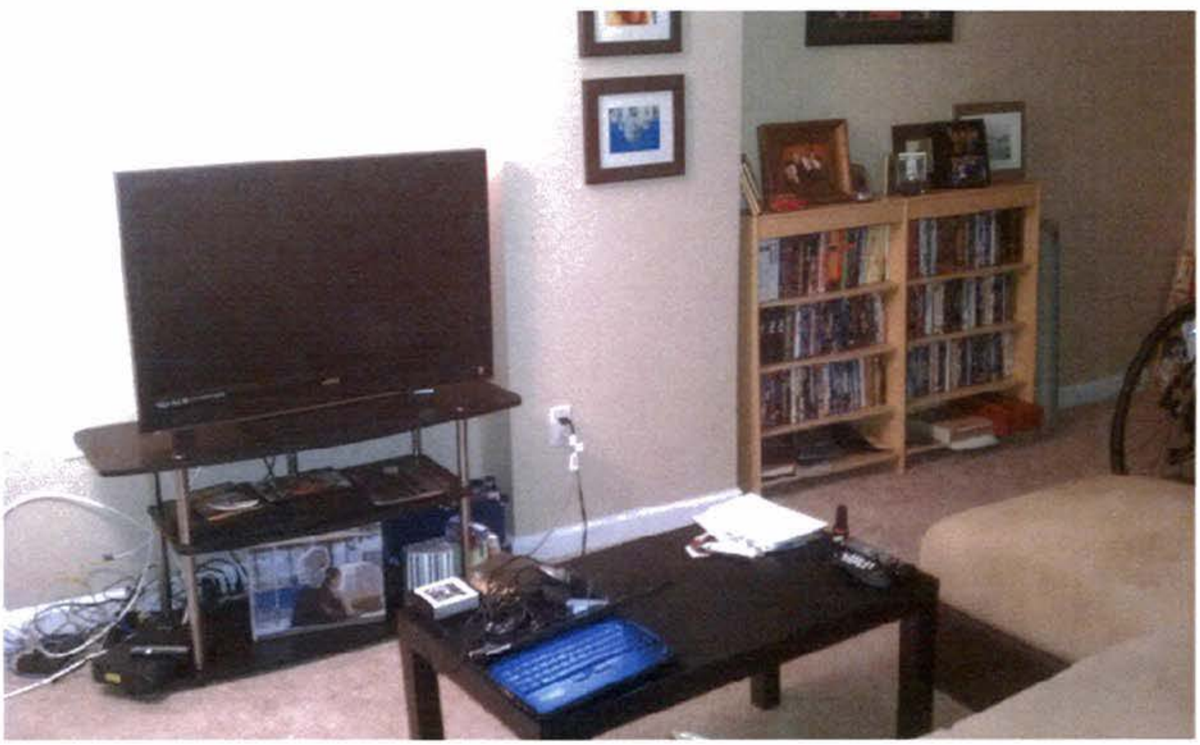
**Photos of the Interior of Unit B, Lot 2215, Square 514**



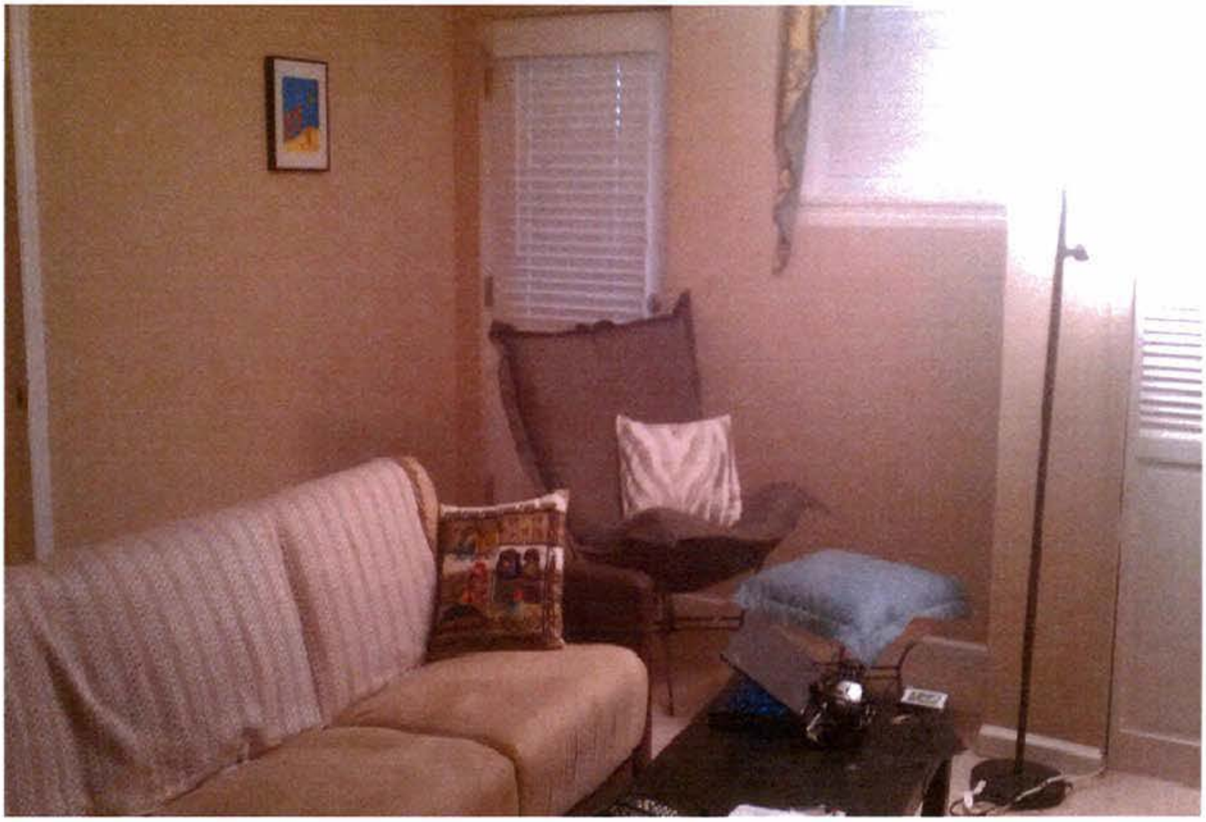
# Photos of the Interior of Unit B, Lot 2215, Square 514

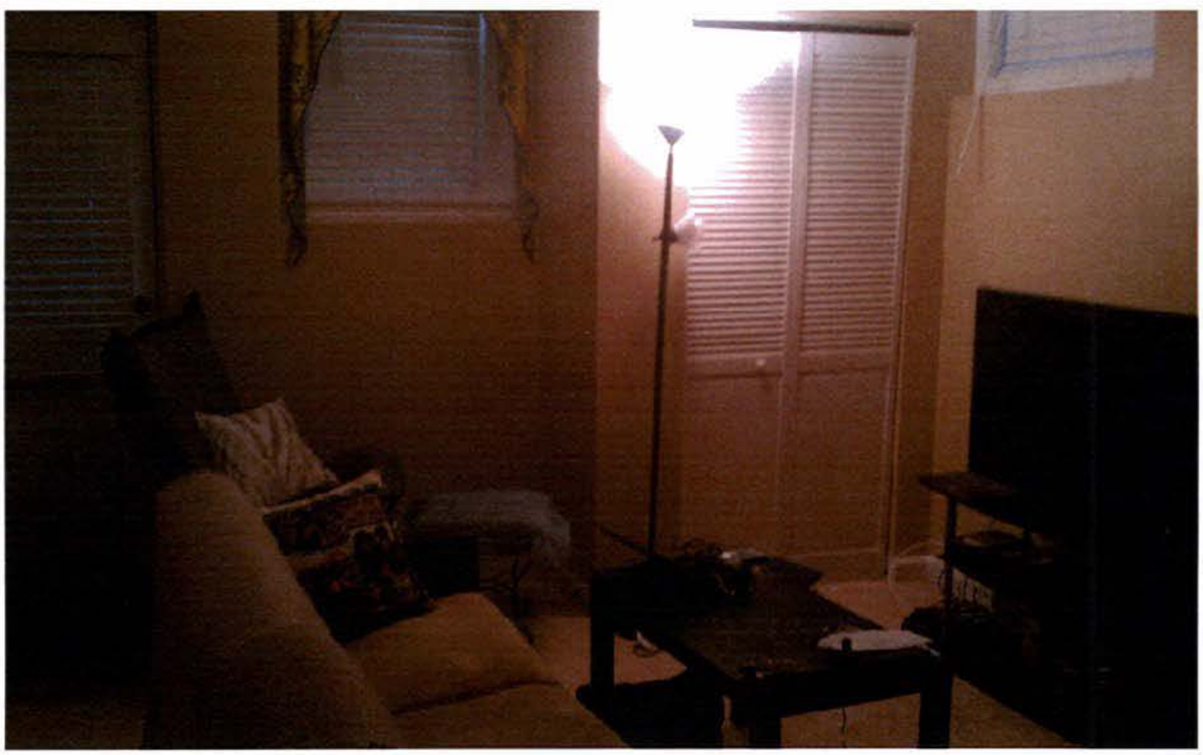
Photos of the Interior of Unit B, Lot 2215, Square 514





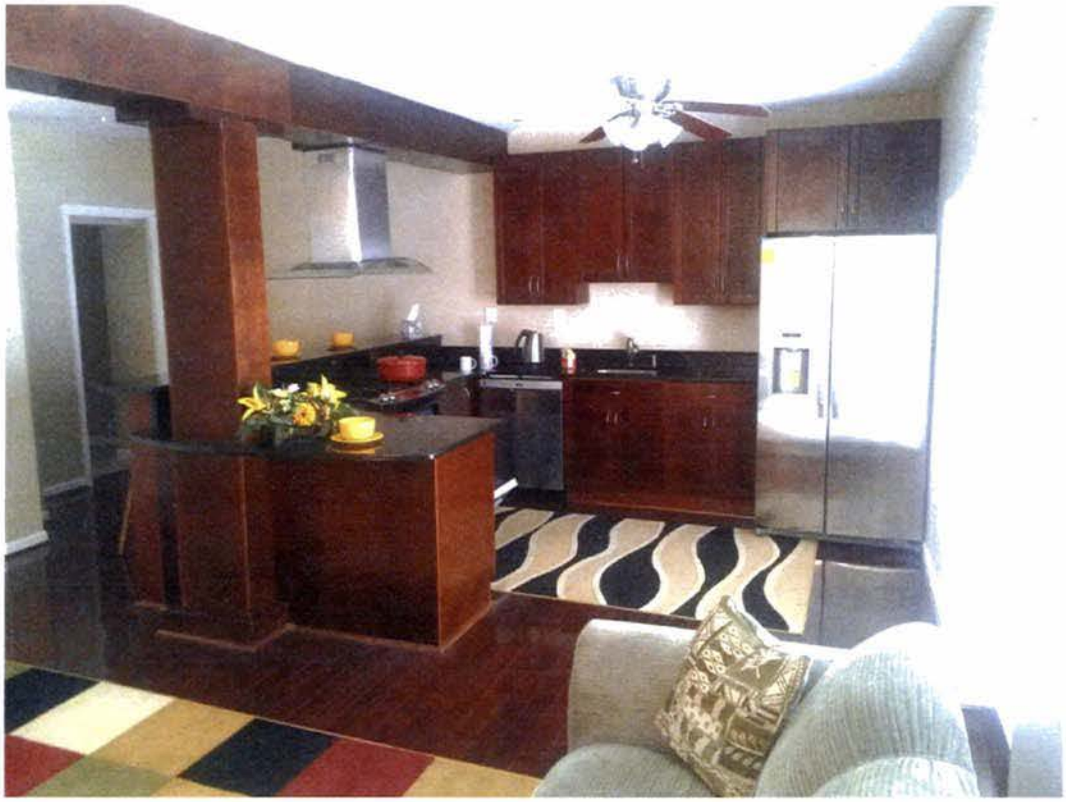
## Photos of the Interior of Unit B, Lot 2215, Square 514



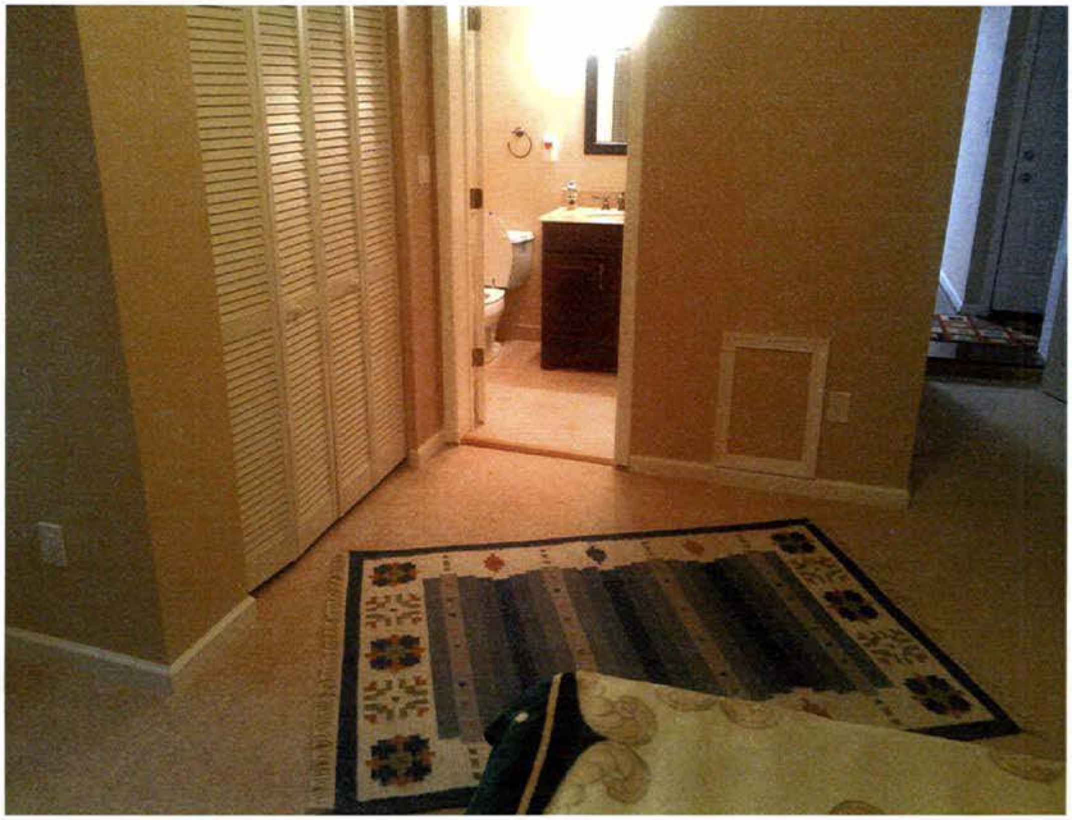


**Photos of the Interior of Unit B, Lot 2215, Square 514**

# Exhibit N



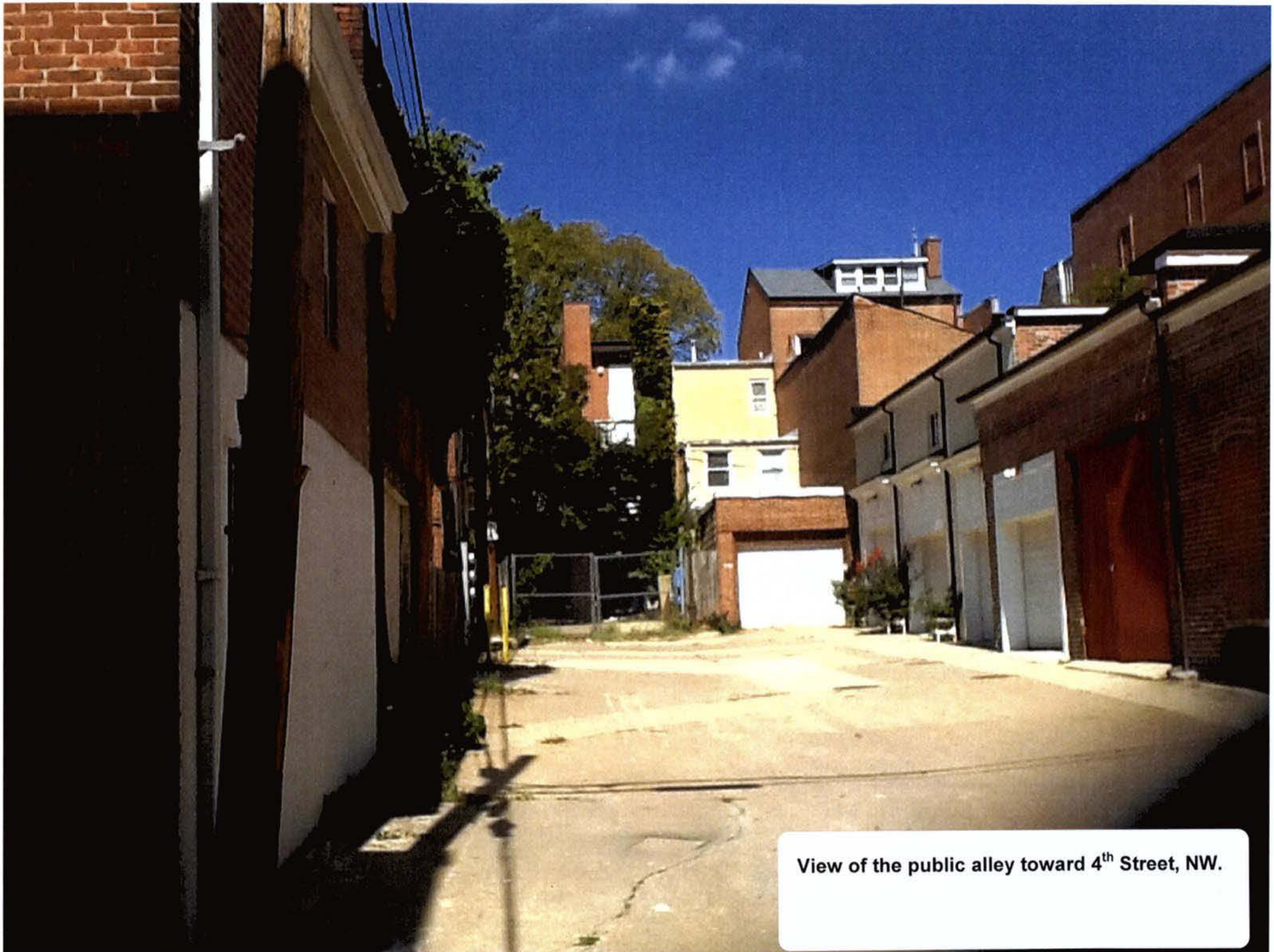
Photos of the Interior of Unit C, Lot 2215, Square 514



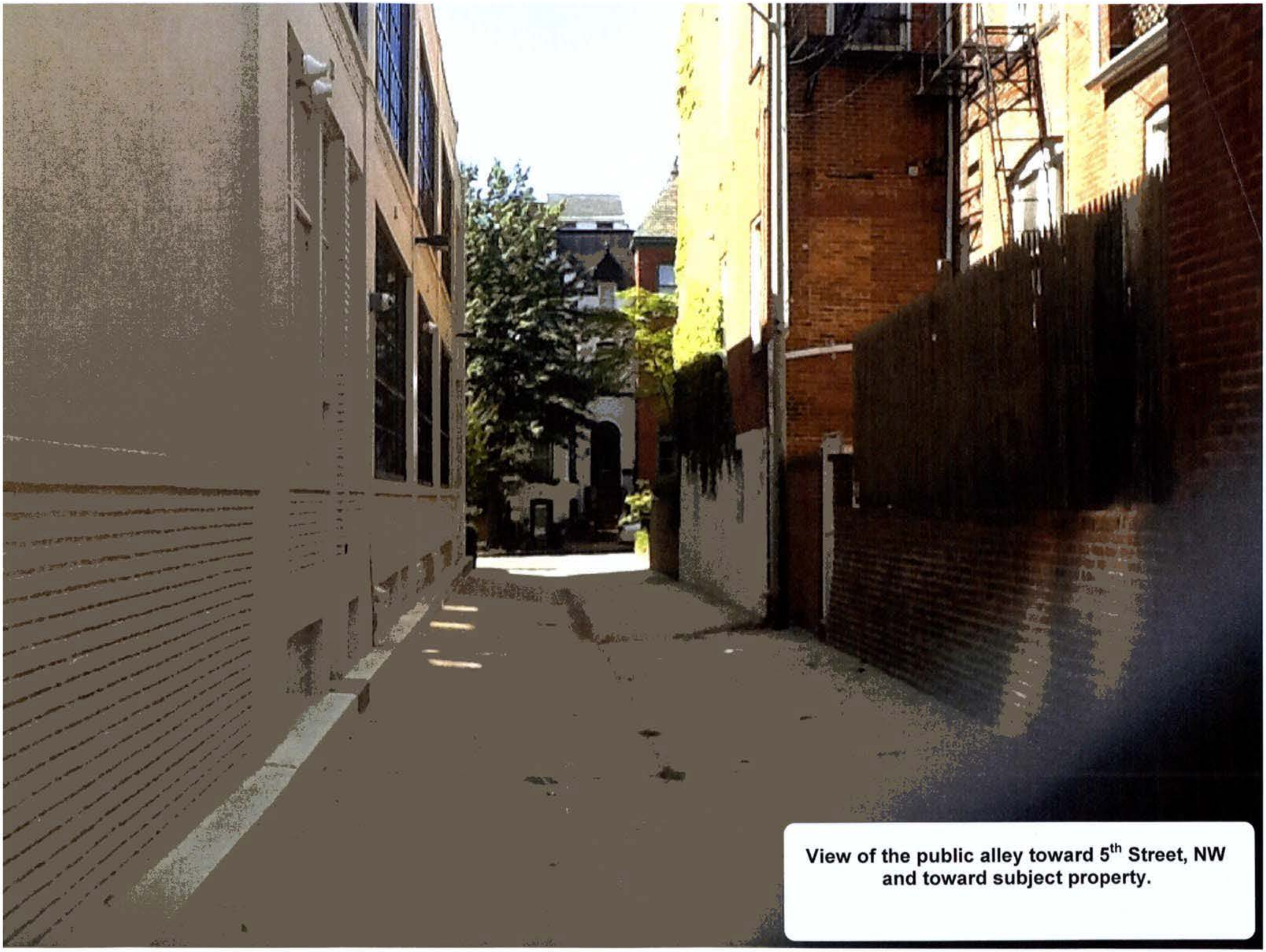
**Photos of the Interior of Unit C, Lot 2215, Square 514**

# Exhibit O

Residential garages and units directly across the alley from the subject property.



View of the public alley toward 4th Street, NW.



View of the public alley toward 5th Street, NW and toward subject property.

# Exhibit P

stewart
title group

11 Dupont Circle, NW
Suite 750
Washington, DC 20036
202-349-0220
202-349-0224 fax

March 30, 2009

Erin Murphy, a sole owner
1131 5th Street NW # A
Washington, District of Columbia 20001

RE: Our File No. DC-5810-09
Property Address: 1131 5th Street NW # A
Washington, DC 20001

Dear Erin Murphy, a sole owner:

Enclosed herewith please find the following documents in connection with the above captioned settlement.

____ Owner's Title Policy

____ Original Recorded Deed

____ Other: ____________________________________________

Please keep these documents in a safe place. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Stewart Title Group, LLC
Post Settlement

Enclosure(s)

# HOMEOWNER'S POLICY OF TITLE INSURANCE
# FOR A ONE -TO-FOUR FAMILY RESIDENCE
# SCHEDULE A

Policy No. O-9578-621535

Policy Amount: $255,000.00

Policy Date: March 31, 2009
or the date of recording, whichever is later.

Deductible Amounts and Maximum Dollar Limits of Liability For Covered Risk 14, 15, 16 and 18:

| Liability | Your Deductible Amount | Our Maximum Dollar Limit Of |
|---|---|---|
| Covered Risk 14: | 1.00% of Policy Amount or $2,500.00 (whichever is less) | $10,000.00 |
| Covered Risk 15: | 1.00% of Policy Amount or $5,000.00 (whichever is less) | $25,000.00 |
| Covered Risk 16: | 1.00% of Policy Amount or $5,000.00 (whatever is less) | $25,000.00 |
| Covered Risk 18: | 1.00% of Policy Amount or $2,500.00 (whatever is less) | $5,000.00 |

Street Address of the Land: **1131 5th Street NW # A**
**Washington, District of Columbia 20001**

1. Name of Insured: **Erin Murphy, a sole owner**

2. Your interest in the Land covered by this Policy is: **FEE SIMPLE**

3. The Land referred to in this Policy is described as:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

# EXHIBIT A

Part of Lots 49, 49, and 50 in Square 514 in a subdivision made by William E. Edmonston, Trustee, as per plat recorded in Liber 11 at folio 64 among the Records of the Office of the Surveyor for the District of Columbia.

The Part of the land conveyed being more particularly designated as Unit No. A of the "1131 5$^{th}$ Street NW Condominium", according to the Declaration of Condominium recorded March 31, 2008 as Instrument No. 34080, and the Bylaws relating thereto recorded March 31, 2008 as Instrument No. 34081, among the Land Records of the District of Columbia, and any recorded amendments thereto as of the date hereof, and as per plat of Condominium Subdivision recorded in Condominium Book No. 67 at Page 10, in the Office of the Surveyor for the District of Columbia.

NOTE: At the date hereof the above described land is designated on the Records of the Assessor for the District of Columbia for assessment and taxation purposes as Lot 2214 in Square 0514.

TOGETHER WITH all the appurtenances incident to said Unit, as contained in said Declaration of Condominium (as amended).

SUBJECT, HOWEVER, to all the provisions, restrictions, easements and conditions as contained in said Declaration of Condominium (as amended), and the Bylaws relating thereto (as amended).

The Condominium Declaration allocates to the Condominium Unit an undivided interest (stated as a percentage) in the common elements of the Condominium (hereinafter called the "Percentage Interest"). The Percentage Interest of the Condominium Unit is set forth in the Condominium Declaration.

**HOMEOWNER'S POLICY OF TITLE INSURANCE**
**FOR A ONE-TO-FOUR FAMILY RESIDENCE**

**SCHEDULE B**
**EXCEPTIONS**

In addition to the Exclusions, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. District of Columbia taxes, assessments, and charges subsequent to the original levy for the semi-annual period ending March 31, 2009. Subsequent levies are not yet due and payable.
2. Terms, provisions, restrictions, easements and conditions as contained Declaration of Condominium recorded March 31, 2008 as Instrument No. 34080, and the Bylaws relating thereto, as amended among the Land Records of the District of Columbia.
3. Said property is embraced in Urban Renewal Plan for the Downtown Urban Renewal Area; for full specifications thereof see instruments recorded April 29, 1969, as Instrument No. 8043 in Liber 12987 at folio 621; on January 22,1971 as Instrument No. 1478 in Liber 13181 at folio 248; recorded on May 9, 1975 as Instrument No. 9359; recorded January 11, 1979 as Instrument No. 1107; and recorded on May 16, 1980 as Instrument No. 15960, and recorded as Instrument No. 13068 on April 24, 1981, and recorded June 13, 1986 as Instrument No. 23673, among the Land Records of the District of Columbia.
4. Any and all easements, projections, and/or encroachments as per Master Plat of Condominium.
5. Deed of Trust from Erin Murphy, a sole owner, to Erin P. Krause, Trustee, dated March 31st, 2009 securing Northwest Federal Credit Union in the original principal sum of $225,000.00.

## SCHEDULE B - PART II

In addition to the matters set forth in Part I of this Schedule, the title to the estate or interest in the land described or referred to in Schedule A is subject to the following matters, if any be shown, but the Company insures that such matters are subordinate to the lien or charge of the insured mortgage upon said estate or interest.

1. **None.**

ALTA Homeowner's Policy of Title Insurance (10/22/03)
CLTA Homeowner's Policy of Title Insurance (10/22/03)

# HOMEOWNER'S POLICY OF TITLE INSURANCE FOR A ONE-TO-FOUR FAMILY RESIDENCE ISSUED BY

stewart®
title guaranty company

## Owner's Coverage Statement

This Policy insures You against actual loss, including any costs, attorneys' fees and expenses provided under this Policy, resulting from the Covered Risks set forth below, if the Land is an improved residential lot on which there is located a one-to-four family residence and each insured named in Schedule A is a Natural Person.

Your insurance is effective on the Policy Date. This Policy covers Your actual loss from any risk described under Covered Risks if the event creating the risk exists on the Policy Date or, to the extent expressly stated, after the Policy Date.

Your insurance is limited by all of the following:

- The Policy Amount shown in Schedule A
- For covered Risk 14, 15, 16 and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A
- Exceptions in Schedule B
- Our Duty To Defend Against Legal Actions
- Exclusions on page 2 and 3
- Conditions on pages 3, 4 and 5

## Covered Risks

The Covered Risks are:

1. Someone else owns an interest in Your Title.
2. Someone else has rights affecting Your Title arising out of leases, contracts, or options.
3. Someone else claims to have rights affecting Your Title arising out of forgery or impersonation.
4. Someone else has an easement on the Land.
5. Someone else has a right to limit Your use of the Land.
6. Your Title is defective.
7. Any of Covered Risks 1 through 6 occurring after the Policy Date.
8. Someone else has a lien on Your Title, including a:
   a. Mortgage;
   b. judgment, state or federal tax lien, or special assessment;
   c. charge by a homeowner's or condominium association; or
   d. lien, occurring before or after the Policy Date, for labor and material furnished before the Policy Date.
9. Someone else has an encumbrance on Your Title.
10. Someone else claims to have rights affecting Your Title arising out of fraud, duress, incompetency or incapacity.
11. You do not have both actual vehicular and pedestrian access to and from the Land, based upon a legal right.

Stewart Morris Jr.
Chairman of the Board

stewart
title guaranty company

Malcolm S. Morris
President

Countersigned:

Authorized Countersignature

Stewart Title Group, LLC
Company

Washington, DC 20036
City, State

Part 1 of Policy Serial No. O-9578-621535

Agent ID # 510206

**Covered Risks – Cont.**

12. You are forced to correct or remove an existing violation of any Covenant, Condition or Restriction affecting the Land, even if the covenant, condition or restriction is excepted in Schedule B. However, You are not covered for any violation that relates to any obligation to perform maintenance or repair on the Land, or relates to environmental protection of any kind of nature, including hazardous or toxic conditions or substances, unless notice of the violation is recorded in the Public Records.
13. Your Title is lost or taken because of a violation of any Covenant, Condition or Restriction, which occurred before You acquired Your Title, even if the Covenant, Condition or Restriction is excepted in Schedule B.
14. Because of an existing violation of a subdivision law or regulation affecting the Land:
    a. You are unable to obtain a building permit.
    b. You are required to correct or remove the violation; or
    c. someone else has a legal right to, and does, refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it.

    The amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
15. You are forced to remove or remedy Your existing structures, or any part of them – other than boundary walls or fences – because any portion was built without obtaining a building permit from the proper government office. The amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
16. You are forced to remove or remedy Your existing structures, or any part of them, because they violate an existing zoning law or zoning regulation. If You are required to remedy any portion of Your existing structures, the amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
17. You cannot use the Land because use as a single-family residence violates an existing zoning law or zoning regulation.
18. You are forced to remove Your existing structures because they encroach onto Your neighbor's land. If the encroaching structures are boundary walls or fences, the amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
19. Someone else has a legal right to, and does, refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it because Your neighbor's existing structures encroach onto the Land.
20. You are forced to remove Your existing structures which encroach onto an easement or over a building set-back line, even if the easement or building set-back line is excepted in Schedule B.
21. Your existing structures are damaged because of the exercise of a right to maintain or use any easement affecting the Land, even if the easement is excepted in Schedule B.
22. Your existing improvements (or a replacement or modification made to them after the Policy Date), including lawns, shrubbery or trees, are damaged because of the future exercise of a right to use the surface of the Land for the extraction or development of minerals, water or any other substance, even if those rights are excepted in Schedule B.
23. Someone else tries to enforce a discriminatory Covenant, Condition or Restriction that they claim affects Your Title which is based upon race, color, religion, sex, handicap, familial status, or national origin.
24. A taxing authority assesses supplemental real estate taxes not previously assessed against the Land for any period before the Policy Date because of construction or a change of ownership or use that occurred before the Policy Date.
25. Your neighbor builds any structures after the Policy Date–other than boundary walls or fences–which encroach onto the Land.
26. Your Title is unmarketable, which allows someone else to refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it.
27. A document upon which Your Title is based is invalid because it was not properly signed, sealed, acknowledged, delivered or recorded.
28. The residence with the address shown in Schedule A is not located on the Land at the Policy Date.
29. The map, if any, attached to this Policy does not show the correct location of the Land according to the public records.

## Our Duty To Defend Against Legal Actions

We will defend Your Title in any legal action only as to that part of the action which is based on a Covered Risk and which is not excepted or excluded from coverage in this Policy. We will pay the costs, attorneys' fees, and expenses We incur in that defense.

We will not pay for any part of the legal action which is not based on a Covered Risk or which is excepted or excluded from coverage in this Policy.

We can end Our duty to defend Your Title under paragraph 4 of the Conditions.

This Policy is not complete without Schedules A and B.

## Exclusions

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:

| | |
|---|---|
| a. building | b. zoning |
| c. land use | d. improvements on the Land |
| e. land division | f. environmental protection |

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.

This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.

3. The right to take the Land by condemning it, unless:
   a. a notice of exercising the right appears in the Public Records at the Policy Date; or
   b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
   b. that are Known to You at the Policy Date, but not to Us, unless they appeared in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date – this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
   a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

## Conditions

**1. Definitions:**

a. Easement – the right of someone else to use the Land for a special purpose.

b. Known – things about which You have actual knowledge. The words "Know" and "Knowing" have the same meaning as Known.

c. Land – the land or condominium unit described in paragraph 3 of Schedule A and any improvements on the Land which are real property.

d. Mortgage – a mortgage, deed of trust, trust deed or other security instrument.

e. Natural Person – a human being, not a commercial or legal organization or entity. Natural Person includes a trustee of a Trust even if the trustee is not a human being.

f. Policy Date – the date and time shown in Schedule A. If the insured named in Schedule A first acquires the interest shown in Schedule A by an instrument recorded in the Public Records later than the date and time shown in Schedule A, the Policy Date is the date and time the instrument was recorded.

g. Public Records – records that give constructive notice of matters affecting Your Title, according to the state statutes where the Land is located.

h. Title – the ownership of Your interest in the Land, as shown in Schedule A.

i. Trust – a living trust established by a human being for estate planning.

j. We/Our/Us – Stewart Title Guaranty Company.

k. You/Your – the insured named in Schedule A and also those identified in paragraph 2.b. of these Conditions.

**2. Continuation of Coverage:**

a. This Policy insures You forever, even after You no longer have Your Title. You cannot assign this Policy to anyone else.

b. This Policy also insures:
   (1) anyone who inherits Your Title because of Your death;
   (2) Your spouse who receives Your Title because of dissolution of Your marriage;
   (3) the trustee or successor trustee of a Trust to whom You transfer Your Title after the Policy Date; or
   (4) the beneficiaries of Your Trust upon Your death.

c. We may assert against the insureds identified in paragraph 2.b. any rights and defenses that We have against any previous insured under this Policy.

**3. How To Make A Claim**

a. Prompt Notice Of Your Claim
   (1) As soon as You Know of anything that might be covered by this Policy, You must notify Us promptly in writing.
   (2) Send Your notice to Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252, Attention: Claims Department. Please include the Policy number shown in Schedule A, and the county and state where the Land is located. Please enclose a copy of Your policy, if available.
   (3) If You do not give Us prompt notice, Your coverage will be reduced or ended, but only to the extent Your failure affects Our ability to resolve the claim or defend You.

b. Proof Of Your Loss
   (1) We may require You to give Us a written statement signed by You describing Your loss which includes:
      (a) the basis of Your claim;
      (b) the Covered Risks which resulted in Your loss;
      (c) the dollar amount of Your loss; and
      (d) the method You used to compute the amount of Your loss.
   (2) We may require You to make available to Us records, checks, letters, contracts, insurance policies and other papers which relate to Your claim. We may make copies of these papers.
   (3) We may require You to answer questions about Your claim under oath.
   (4) If you fail or refuse to give Us a statement of loss, answer Our questions under oath, or make available to Us the papers We request, Your coverage will be reduced or ended, but only to the extent Your failure or refusal affects Our ability to resolve the claim or defend You.

**4. Our Choices When We Learn Of A Claim**

a. After We receive Your notice, or otherwise learn, of a claim that is covered by this Policy, Our choices include one or more of the following:
   (1) Pay the claim.
   (2) Negotiate a settlement.
   (3) Bring or defend a legal action related to the claim.
   (4) Pay You the amount required by this Policy.
   (5) End the coverage of this Policy for the claim by paying You Your actual loss resulting from the Covered Risk, and those costs, attorneys' fees and expenses incurred up to that time which We are obligated to pay.
   (6) End the coverage described in Covered Risk 14, 15, 16 or 18 by paying You the amount of Your insurance then in force for the particular Covered Risk, and

those costs, attorneys' fees and expenses incurred up to that time which We are obligated to pay.

(7) End all coverage of this Policy by paying You the Policy Amount then in force, and those costs, attorneys' fees and expenses incurred up to that time which We are obligated to pay.

(8) Take other appropriate action.

b. When We choose the options in paragraphs 4.a. (5), (6) or (7), all Our obligations for the claim end, including Our obligation to defend, or continue to defend, any legal action.

c. Even if We do not think that the Policy covers the claim, We may choose one or more of the options above. By doing so, We do not give up any rights.

**5. Handling A Claim Or Legal Action**

a. You must cooperate with Us in handling any claim or legal action and give Us all relevant information.

b. If You fail or refuse to cooperate with Us, Your coverage will be reduced or ended, but only to the extent Your failure or refusal affects Our ability to resolve the claim or defend You.

c. We are required to repay You only for those settlement costs, attorneys' fees and expenses that We approve in advance.

d. We have the right to choose the attorney when We bring or defend a legal action on Your behalf. We can appeal any decision to the highest level. We do not have to pay Your claim until the legal action is finally decided.

e. Whether or not We agree there is coverage, We can bring or defend a legal action, or take other appropriate action under this Policy. By doing so, We do not give up any rights.

**6. Limitation Of Our Liability**

a. After subtracting Your Deductible Amount if it applies, We will pay no more than the least of:

(1) Your actual loss

(2) Our Maximum Dollar Limit of Liability then in force for the particular Covered Risk, for claims covered only under Covered Risk 14, 15, 16 or 18; or

(3) the Policy Amount then in force; and any costs, attorneys' fees and expenses which We are obligated to pay under this Policy.

b. (1) If We remove the cause of the claim with reasonable diligence after receiving notice of it, all Our obligations for the claim end, including any obligation for loss You had while We were removing the cause of the claim.

(2) Regardless of 6.b. (1) above, if You cannot use the Land because of a claim covered by this Policy:

(a) You may rent a reasonably equivalent substitute residence and We will repay You for the actual rent You pay, until the earlier of:

(1) the cause of the claim is removed; or

(2) We pay You the amount required by this Policy. If Your claim is covered only under Covered Risk 14, 15, 16 or 18, that payment is the amount of Your insurance then in force for the particular Covered Risk.

(b) We will pay reasonable costs You pay to relocate any personal property You have the right to remove from the Land, including transportation of that personal property for up to twenty-five (25) miles from the Land, and repair of any damage to that personal property because of the relocation. The amount We will pay You under this paragraph is limited to the value of the personal property before You relocate it.

c. All payments We make under this Policy reduce the Policy Amount, except for costs, attorneys' fees and expenses. All payments We make for claims which are covered only under Covered Risk 14, 15, 16 or 18 also reduce Our Maximum Dollar Limit of Liability for the particular Covered Risk, except for costs, attorneys' fees and expenses.

d. If We issue, or have issued, a Policy to the owner of a Mortgage that is on Your Title and We have not given You any coverage against the Mortgage, then:

(1) We have the right to pay any amount due You under this Policy to the owner of the Mortgage, and any amount paid shall be treated as a payment to You under this Policy, including under paragraph 4.a. of these Conditions;

(2) Any amount paid to the owner of the Mortgage shall be subtracted from the Policy Amount of this Policy; and

(3) If Your claim is covered only under Covered Risk 14, 15, 16 or 18, any amount paid to the owner of the Mortgage shall also be subtracted from Our Maximum Dollar Limit of Liability for the particular Covered Risk.

e. If You do anything to affect any right of recovery You may have against someone else, We can subtract from Our liability the amount by which You reduced the value of that right.

**7. Transfer Of Your Rights To Us**

a. When We settle Your claim, We have all the rights You have against any person or property related to the claim. You must transfer these rights to Us when We ask, and You must not do anything to affect these rights. You must let Us use Your name in enforcing these rights.

b. We will not be liable to You if We do not pursue these rights or if We do not recover any amount that might be recoverable.

c. We will pay any money We collect from enforcing these rights in the following order:

(1) to Us for the costs, attorneys' fees and expenses We paid to enforce these rights;

(2) to You for Your loss that You have not already collected;

(3) to Us for any money We paid out under this Policy on account of Your claim; and

(4) to You whatever is left.

d. If You have rights under contracts (such as indemnities, guaranties, bonds or other policies of insurance) to recover all or part of Your loss, then We have all of those rights, even if those contracts provide that those obligated have all of Your rights under this Policy.

**8. Entire Contract**

This Policy, with any endorsements, is the entire contract between You and Us. To determine the meaning of any part of this Policy, You must read the entire Policy. Any changes to this Policy must be agreed to in writing by Us. Any claim You make against Us must be made under this Policy and is subject to its terms.

9. **Increased Policy Amount**
This Policy Amount will increase by ten percent (10%) of the Policy Amount shown in Schedule A each year for the first five years following the policy date shown in Schedule A, up to one hundred and fifty percent (%150) of the Policy Amount shown in Schedule A. The increase each year will happen on the anniversary of the policy date shown in Schedule A.

10. **Severability**
If any part of this Policy is held to be legally unenforceable, both You and We can still enforce the rest of this Policy.

11. **Arbitration**
   a. If permitted in the state where the Land is located, You or We may demand arbitration.
   b. The arbitration shall be binding on both You and Us. The arbitration shall decide any matter in dispute between You and Us.
   c. The arbitration award may be entered as a judgment in the proper court.
   d. The arbitration shall be under the Title Insurance Arbitration Rules of the American Arbitration Association. You may choose current Rules or Rules in existence on Policy Date.
   e. The law used in the arbitration is the law of the place where the Land is located.
   f. You can get a copy of the Rules from Us.

stewart®
title guaranty company

**HOMEOWNER'S POLICY OF TITLE INSURANCE FOR A ONE-TO-FOUR FAMILY RESIDENCE**

**OWNER'S INFORMATION SHEET**

Your Title Insurance Policy is a legal contract between You and Us.

It applies only to a one-to-four family residence and only if each insured named in schedule A is a Natural Person. If the Land described in Schedule A of the Policy is not an improved residential lot on which there is located a one-to-four family residence, or if each insured named in Schedule A is not a Natural Person, contact Us immediately.

The Policy insures You against actual loss resulting from certain Covered Risks. These Covered Risks are listed beginning on page 1 of the Policy. The Policy is limited by:

- Provisions of Schedule A
- Exceptions in Schedule B
- Our Duty To Defend Against Legal Actions On Page 2
- Exclusions on page 2 and 3
- Conditions on pages 3, 4 and 5.

You should keep the Policy even if You transfer your Title to the Land.

If You want to make a claim, see paragraph 3 under Conditions on page 3.

You do not owe any more premiums for the Policy.

This sheet is not Your insurance Policy. It is only a brief outline of some of the important Policy features. The Policy explains in detail Your rights and obligations and Our rights and obligations. Since the Policy – and not this sheet – is the legal document,

**YOU SHOULD READ THE POLICY VERY CAREFULLY.**

If You have any questions about Your Policy, contact:


stewart®
title guaranty company

**P.O. Box 2029**
**Houston, Texas 77252**



stewart®
title guaranty company



P. O. BOX 2029
Houston, Texas 77252-2029


**A NAME**

RECOGNIZED NATIONALLY

AS BEING

SYNONYMOUS WITH

# QUALITY

## ENHANCING THE REAL ESTATE CLOSING PROCESS

ESTABLISHED 1893

INCORPORATED 1908

# POLICY OF TITLE INSURANCE


stewart®
title guaranty company


**HOMEOWNER'S POLICY OF TITLE INSURANCE FOR A ONE-TO-FOUR FAMILY RESIDENCE**

| **TABLE OF CONTENTS** | **PAGE** |
|---|---|

## STG Privacy (Rev 01/26/09) Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

| Reasons we can share your personal information | Do we share? | Can you limit this sharing? |
|---|---|---|
| **For our everyday business purposes**— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations. | Yes | No |
| **For our marketing purposes**— to offer our products and services to you. | Yes | No |
| **For joint marketing with other financial companies** | No | We don't share |
| **For our affiliates' everyday business purposes**— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies. *Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company* | Yes | No |
| **For our affiliates' everyday business purposes**— information about your creditworthiness. | No | We don't share |
| **For our affiliates to market to you** | Yes | No |
| **For nonaffiliates to market to you.** Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies. | No | We don't share |

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

| Sharing practices | |
|---|---|
| **How often do the Stewart Title Companies notify me about their practices?** | We must notify you about our sharing practices when you request a transaction. |
| **How do the Stewart Title Companies protect my personal information?** | To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards. |
| **How do the Stewart Title Companies collect my personal information?** | We collect your personal information, for example, when you<br>• request insurance-related services<br>• provide such information to us<br>We also collect your personal information from others, such as the real |

| | |
|---|---|
| | estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies. |
| **What sharing can I limit?** | Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances. |

| | |
|---|---|
| **Contact Us** | If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056 |

# Exhibit Q

stewart
title group

11 Dupont Circle, NW
Suite 750
Washington, DC 20036
202-349-0220
202-349-0224 fax

April 1, 2009

Johanna D. Sears, a sole owner
1131 5th Street NW # B
Washington, District of Columbia 20001

RE: Our File No. DC-5849-09
Property Address: 1131 5th Street NW # B
Washington, DC 20001

Dear Johanna D. Sears, a sole owner:

Enclosed herewith please find the following documents in connection with the above captioned settlement.

X Owner's Title Policy

____ Original Recorded Deed

____ Other: ____________________________________________

Please keep these documents in a safe place. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Stewart Title Group, LLC
Post Settlement

Enclosure(s)

**HOMEOWNER'S POLICY OF TITLE INSURANCE**
**FOR A ONE -TO-FOUR FAMILY RESIDENCE**
**SCHEDULE A**

Policy No. O-9578-621536

Policy Amount: $265,000.00

Policy Date: April 1, 2009
or the date of recording, whichever is later.

Deductible Amounts and Maximum Dollar Limits of Liability For Covered Risk 14, 15, 16 and 18:

| Liability | Your Deductible Amount | Our Maximum Dollar Limit Of |
|---|---|---|
| Covered Risk 14: | 1.00% of Policy Amount or $2,500.00 (whichever is less) | $10,000.00 |
| Covered Risk 15: | 1.00% of Policy Amount or $5,000.00 (whichever is less) | $25,000.00 |
| Covered Risk 16: | 1.00% of Policy Amount or $5,000.00 (whatever is less) | $25,000.00 |
| Covered Risk 18: | 1.00% of Policy Amount or $2,500.00 (whatever is less) | $5,000.00 |

Street Address of the Land: **1131 5th Street NW # B**
**Washington, District of Columbia 20001**

1. Name of Insured: **Johanna D. Sears, a sole owner**

2. Your interest in the Land covered by this Policy is: **FEE SIMPLE**

3. The Land referred to in this Policy is described as:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

## EXHIBIT A

Part of Lots 49, 49, and 50 in Square 514 in a subdivision made by William E. Edmonston, Trustee, as per plat recorded in Liber 11 at folio 64 among the Records of the Office of the Surveyor for the District of Columbia.

The Part of the land conveyed being more particularly designated as Unit No. B of the "1131 5th Street NW Condominium", according to the Declaration of Condominium recorded March 31, 2008 as Instrument No. 34080, and the Bylaws relating thereto recorded March 31, 2008 as Instrument No. 34081, among the Land Records of the District of Columbia, and any recorded amendments thereto as of the date hereof, and as per plat of Condominium Subdivision recorded in Condominium Book No. 67 at Page 10, in the Office of the Surveyor for the District of Columbia.

NOTE: At the date hereof the above described land is designated on the Records of the Assessor for the District of Columbia for assessment and taxation purposes as Lot 2215 in Square 0514.

TOGETHER WITH all the appurtenances incident to said Unit, as contained in said Declaration of Condominium (as amended).

SUBJECT, HOWEVER, to all the provisions, restrictions, easements and conditions as contained in said Declaration of Condominium (as amended), and the Bylaws relating thereto (as amended).

The Condominium Declaration allocates to the Condominium Unit an undivided interest (stated as a percentage) in the common elements of the Condominium (hereinafter called the "Percentage Interest"). The Percentage Interest of the Condominium Unit is set forth in the Condominium Declaration.

**HOMEOWNER'S POLICY OF TITLE INSURANCE**
**FOR A ONE-TO-FOUR FAMILY RESIDENCE**

**SCHEDULE B**
**EXCEPTIONS**

In addition to the Exclusions, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. District of Columbia taxes, assessments, and charges subsequent to the original levy for the semi-annual period ending March 31, 2009. Subsequent levies are not yet due and payable.
2. Terms, provisions, restrictions, easements and conditions as contained Declaration of Condominium recorded March 31, 2008 as Instrument No. 34080, and the Bylaws relating thereto, as amended among the Land Records of the District of Columbia.
3. Said property is embraced in Urban Renewal Plan for the Downtown Urban Renewal Area; for full specifications thereof see instruments recorded April 29, 1969, as Instrument No. 8043 in Liber 12987 at folio 621; on January 22,1971 as Instrument No. 1478 in Liber 13181 at folio 248; recorded on May 9, 1975 as Instrument No. 9359; recorded January 11, 1979 as Instrument No. 1107; and recorded on May 16, 1980 as Instrument No. 15960, and recorded as Instrument No. 13068 on April 24, 1981, and recorded June 13, 1986 as Instrument No. 23673, among the Land Records of the District of Columbia.
4. Any and all easements, projections, and/or encroachments as per Master Plat of Condominium.
5. Deed of Trust from Johanna D. Sears, a sole owner, to Stewart Title Group, LLC., Trustee, dated April 1st, 2009 securing Pekin Community Bank, a division of Morton Community Bank, in the original principal sum of $212,000.00.

## SCHEDULE B - PART II

In addition to the matters set forth in Part I of this Schedule, the title to the estate or interest in the land described or referred to in Schedule A is subject to the following matters, if any be shown, but the Company insures that such matters are subordinate to the lien or charge of the insured mortgage upon said estate or interest.

1. None.

ALTA Homeowner's Policy of Title Insurance (10/22/03)
CLTA Homeowner's Policy of Title Insurance (10/22/03)

# HOMEOWNER'S POLICY OF TITLE INSURANCE FOR A ONE-TO-FOUR FAMILY RESIDENCE ISSUED BY

stewart® title guaranty company

## Owner's Coverage Statement

This Policy insures You against actual loss, including any costs, attorneys' fees and expenses provided under this Policy, resulting from the Covered Risks set forth below, if the Land is an improved residential lot on which there is located a one-to-four family residence and each insured named in Schedule A is a Natural Person.

Your insurance is effective on the Policy Date. This Policy covers Your actual loss from any risk described under Covered Risks if the event creating the risk exists on the Policy Date or, to the extent expressly stated, after the Policy Date.

Your insurance is limited by all of the following:

- The Policy Amount shown in Schedule A
- For covered Risk 14, 15, 16 and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A
- Exceptions in Schedule B
- Our Duty To Defend Against Legal Actions
- Exclusions on page 2 and 3
- Conditions on pages 3, 4 and 5

## Covered Risks

The Covered Risks are:

1. Someone else owns an interest in Your Title.
2. Someone else has rights affecting Your Title arising out of leases, contracts, or options.
3. Someone else claims to have rights affecting Your Title arising out of forgery or impersonation.
4. Someone else has an easement on the Land.
5. Someone else has a right to limit Your use of the Land.
6. Your Title is defective.
7. Any of Covered Risks 1 through 6 occurring after the Policy Date.
8. Someone else has a lien on Your Title, including a:
   a. Mortgage;
   b. judgment, state or federal tax lien, or special assessment;
   c. charge by a homeowner's or condominium association; or
   d. lien, occurring before or after the Policy Date, for labor and material furnished before the Policy Date.
9. Someone else has an encumbrance on Your Title.
10. Someone else claims to have rights affecting Your Title arising out of fraud, duress, incompetency or incapacity.
11. You do not have both actual vehicular and pedestrian access to and from the Land, based upon a legal right.

Stewart Morris Jr.
Chairman of the Board

stewart title guaranty company

Malcolm S. Morris
President

Countersigned:

Authorized Countersignature

Stewart Title Group, LLC
Company

Washington, DC 20036
City, State

Part 1 of Policy Serial No. O-9578-621536

Agent ID # 510206

**Covered Risks – Cont.**

12. You are forced to correct or remove an existing violation of any Covenant, Condition or Restriction affecting the Land, even if the covenant, condition or restriction is excepted in Schedule B. However, You are not covered for any violation that relates to any obligation to perform maintenance or repair on the Land, or relates to environmental protection of any kind of nature, including hazardous or toxic conditions or substances, unless notice of the violation is recorded in the Public Records.
13. Your Title is lost or taken because of a violation of any Covenant, Condition or Restriction, which occurred before You acquired Your Title, even if the Covenant, Condition or Restriction is excepted in Schedule B.
14. Because of an existing violation of a subdivision law or regulation affecting the Land:
    a. You are unable to obtain a building permit.
    b. You are required to correct or remove the violation; or
    c. someone else has a legal right to, and does, refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it.

    The amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
15. You are forced to remove or remedy Your existing structures, or any part of them – other than boundary walls or fences – because any portion was built without obtaining a building permit from the proper government office. The amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
16. You are forced to remove or remedy Your existing structures, or any part of them, because they violate an existing zoning law or zoning regulation. If You are required to remedy any portion of Your existing structures, the amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
17. You cannot use the Land because use as a single-family residence violates an existing zoning law or zoning regulation.
18. You are forced to remove Your existing structures because they encroach onto Your neighbor's land. If the encroaching structures are boundary walls or fences, the amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
19. Someone else has a legal right to, and does, refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it because Your neighbor's existing structures encroach onto the Land.
20. You are forced to remove Your existing structures which encroach onto an easement or over a building set-back line, even if the easement or building set-back line is excepted in Schedule B.
21. Your existing structures are damaged because of the exercise of a right to maintain or use any easement affecting the Land, even if the easement is excepted in Schedule B.
22. Your existing improvements (or a replacement or modification made to them after the Policy Date), including lawns, shrubbery or trees, are damaged because of the future exercise of a right to use the surface of the Land for the extraction or development of minerals, water or any other substance, even if those rights are excepted in Schedule B.
23. Someone else tries to enforce a discriminatory Covenant, Condition or Restriction that they claim affects Your Title which is based upon race, color, religion, sex, handicap, familial status, or national origin.
24. A taxing authority assesses supplemental real estate taxes not previously assessed against the Land for any period before the Policy Date because of construction or a change of ownership or use that occurred before the Policy Date.
25. Your neighbor builds any structures after the Policy Date–other than boundary walls or fences–which encroach onto the Land.
26. Your Title is unmarketable, which allows someone else to refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it.
27. A document upon which Your Title is based is invalid because it was not properly signed, sealed, acknowledged, delivered or recorded.
28. The residence with the address shown in Schedule A is not located on the Land at the Policy Date.
29. The map, if any, attached to this Policy does not show the correct location of the Land according to the public records.

**Our Duty To Defend Against Legal Actions**

We will defend Your Title in any legal action only as to that part of the action which is based on a Covered Risk and which is not excepted or excluded from coverage in this Policy. We will pay the costs, attorneys' fees, and expenses We incur in that defense.

We will not pay for any part of the legal action which is not based on a Covered Risk or which is excepted or excluded from coverage in this Policy.

We can end Our duty to defend Your Title under paragraph 4 of the Conditions.

This Policy is not complete without Schedules A and B.

**Exclusions**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:

    | | |
    |---|---|
    | a. building | b. zoning |
    | c. land use | d. improvements on the Land |
    | e. land division | f. environmental protection |

    This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
    This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.

3. The right to take the Land by condemning it, unless:
   a. a notice of exercising the right appears in the Public Records at the Policy Date; or
   b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
   b. that are Known to You at the Policy Date, but not to Us, unless they appeared in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date – this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
   a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

## Conditions

**1. Definitions:**

a. Easement – the right of someone else to use the Land for a special purpose.
b. Known – things about which You have actual knowledge. The words "Know" and "Knowing" have the same meaning as Known.
c. Land – the land or condominium unit described in paragraph 3 of Schedule A and any improvements on the Land which are real property.
d. Mortgage – a mortgage, deed of trust, trust deed or other security instrument.
e. Natural Person – a human being, not a commercial or legal organization or entity. Natural Person includes a trustee of a Trust even if the trustee is not a human being.
f. Policy Date – the date and time shown in Schedule A. If the insured named in Schedule A first acquires the interest shown in Schedule A by an instrument recorded in the Public Records later than the date and time shown in Schedule A, the Policy Date is the date and time the instrument was recorded.
g. Public Records – records that give constructive notice of matters affecting Your Title, according to the state statutes where the Land is located.
h. Title – the ownership of Your interest in the Land, as shown in Schedule A.
i. Trust – a living trust established by a human being for estate planning.
j. We/Our/Us – Stewart Title Guaranty Company.
k. You/Your – the insured named in Schedule A and also those identified in paragraph 2.b. of these Conditions.

**2. Continuation of Coverage:**

a. This Policy insures You forever, even after You no longer have Your Title. You cannot assign this Policy to anyone else.
b. This Policy also insures:
   (1) anyone who inherits Your Title because of Your death;
   (2) Your spouse who receives Your Title because of dissolution of Your marriage;
   (3) the trustee or successor trustee of a Trust to whom You transfer Your Title after the Policy Date; or
   (4) the beneficiaries of Your Trust upon Your death.
c. We may assert against the insureds identified in paragraph 2.b. any rights and defenses that We have against any previous insured under this Policy.

**3. How To Make A Claim**

a. Prompt Notice Of Your Claim
   (1) As soon as You Know of anything that might be covered by this Policy, You must notify Us promptly in writing.
   (2) Send Your notice to Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252, Attention: Claims Department. Please include the Policy number shown in Schedule A, and the county and state where the Land is located. Please enclose a copy of Your policy, if available.
   (3) If You do not give Us prompt notice, Your coverage will be reduced or ended, but only to the extent Your failure affects Our ability to resolve the claim or defend You.
b. Proof Of Your Loss
   (1) We may require You to give Us a written statement signed by You describing Your loss which includes:
      (a) the basis of Your claim;
      (b) the Covered Risks which resulted in Your loss;
      (c) the dollar amount of Your loss; and
      (d) the method You used to compute the amount of Your loss.
   (2) We may require You to make available to Us records, checks, letters, contracts, insurance policies and other papers which relate to Your claim. We may make copies of these papers.
   (3) We may require You to answer questions about Your claim under oath.
   (4) If you fail or refuse to give Us a statement of loss, answer Our questions under oath, or make available to Us the papers We request, Your coverage will be reduced or ended, but only to the extent Your failure or refusal affects Our ability to resolve the claim or defend You.

**4. Our Choices When We Learn Of A Claim**

a. After We receive Your notice, or otherwise learn, of a claim that is covered by this Policy, Our choices include one or more of the following:
   (1) Pay the claim.
   (2) Negotiate a settlement.
   (3) Bring or defend a legal action related to the claim.
   (4) Pay You the amount required by this Policy.
   (5) End the coverage of this Policy for the claim by paying You Your actual loss resulting from the Covered Risk, and those costs, attorneys' fees and expenses incurred up to that time which We are obligated to pay.
   (6) End the coverage described in Covered Risk 14, 15, 16 or 18 by paying You the amount of Your insurance then in force for the particular Covered Risk, and

those costs, attorneys' fees and expenses incurred up to that time which We are obligated to pay.

(7) End all coverage of this Policy by paying You the Policy Amount then in force, and those costs, attorneys' fees and expenses incurred up to that time which We are obligated to pay.

(8) Take other appropriate action.

b. When We choose the options in paragraphs 4.a. (5), (6) or (7), all Our obligations for the claim end, including Our obligation to defend, or continue to defend, any legal action.

c. Even if We do not think that the Policy covers the claim, We may choose one or more of the options above. By doing so, We do not give up any rights.

**5. Handling A Claim Or Legal Action**

a. You must cooperate with Us in handling any claim or legal action and give Us all relevant information.

b. If You fail or refuse to cooperate with Us, Your coverage will be reduced or ended, but only to the extent Your failure or refusal affects Our ability to resolve the claim or defend You.

c. We are required to repay You only for those settlement costs, attorneys' fees and expenses that We approve in advance.

d. We have the right to choose the attorney when We bring or defend a legal action on Your behalf. We can appeal any decision to the highest level. We do not have to pay Your claim until the legal action is finally decided.

e. Whether or not We agree there is coverage, We can bring or defend a legal action, or take other appropriate action under this Policy. By doing so, We do not give up any rights.

**6. Limitation Of Our Liability**

a. After subtracting Your Deductible Amount if it applies, We will pay no more than the least of:

(1) Your actual loss

(2) Our Maximum Dollar Limit of Liability then in force for the particular Covered Risk, for claims covered only under Covered Risk 14, 15, 16 or 18; or

(3) the Policy Amount then in force; and any costs, attorneys' fees and expenses which We are obligated to pay under this Policy.

b. (1) If We remove the cause of the claim with reasonable diligence after receiving notice of it, all Our obligations for the claim end, including any obligation for loss You had while We were removing the cause of the claim.

(2) Regardless of 6.b. (1) above, if You cannot use the Land because of a claim covered by this Policy:

(a) You may rent a reasonably equivalent substitute residence and We will repay You for the actual rent You pay, until the earlier of:

(1) the cause of the claim is removed; or

(2) We pay You the amount required by this Policy. If Your claim is covered only under Covered Risk 14, 15, 16 or 18, that payment is the amount of Your insurance then in force for the particular Covered Risk.

(b) We will pay reasonable costs You pay to relocate any personal property You have the right to remove from the Land, including transportation of that personal property for up to twenty-five (25) miles from the Land, and repair of any damage to that personal property because of the relocation. The amount We will pay You under this paragraph is limited to the value of the personal property before You relocate it.

c. All payments We make under this Policy reduce the Policy Amount, except for costs, attorneys' fees and expenses. All payments We make for claims which are covered only under Covered Risk 14, 15, 16 or 18 also reduce Our Maximum Dollar Limit of Liability for the particular Covered Risk, except for costs, attorneys' fees and expenses.

d. If We issue, or have issued, a Policy to the owner of a Mortgage that is on Your Title and We have not given You any coverage against the Mortgage, then:

(1) We have the right to pay any amount due You under this Policy to the owner of the Mortgage, and any amount paid shall be treated as a payment to You under this Policy, including under paragraph 4.a. of these Conditions;

(2) Any amount paid to the owner of the Mortgage shall be subtracted from the Policy Amount of this Policy; and

(3) If Your claim is covered only under Covered Risk 14, 15, 16 or 18, any amount paid to the owner of the Mortgage shall also be subtracted from Our Maximum Dollar Limit of Liability for the particular Covered Risk.

e. If You do anything to affect any right of recovery You may have against someone else, We can subtract from Our liability the amount by which You reduced the value of that right.

**7. Transfer Of Your Rights To Us**

a. When We settle Your claim, We have all the rights You have against any person or property related to the claim. You must transfer these rights to Us when We ask, and You must not do anything to affect these rights. You must let Us use Your name in enforcing these rights.

b. We will not be liable to You if We do not pursue these rights or if We do not recover any amount that might be recoverable.

c. We will pay any money We collect from enforcing these rights in the following order:

(1) to Us for the costs, attorneys' fees and expenses We paid to enforce these rights;

(2) to You for Your loss that You have not already collected;

(3) to Us for any money We paid out under this Policy on account of Your claim; and

(4) to You whatever is left.

d. If You have rights under contracts (such as indemnities, guaranties, bonds or other policies of insurance) to recover all or part of Your loss, then We have all of those rights, even if those contracts provide that those obligated have all of Your rights under this Policy.

**8. Entire Contract**

This Policy, with any endorsements, is the entire contract between You and Us. To determine the meaning of any part of this Policy, You must read the entire Policy. Any changes to this Policy must be agreed to in writing by Us. Any claim You make against Us must be made under this Policy and is subject to its terms.

9. **Increased Policy Amount**
This Policy Amount will increase by ten percent (10%) of the Policy Amount shown in Schedule A each year for the first five years following the policy date shown in Schedule A, up to one hundred and fifty percent (%150) of the Policy Amount shown in Schedule A. The increase each year will happen on the anniversary of the policy date shown in Schedule A.

10. **Severability**
If any part of this Policy is held to be legally unenforceable, both You and We can still enforce the rest of this Policy.

11. **Arbitration**
   a. If permitted in the state where the Land is located, You or We may demand arbitration.
   b. The arbitration shall be binding on both You and Us. The arbitration shall decide any matter in dispute between You and Us.
   c. The arbitration award may be entered as a judgment in the proper court.
   d. The arbitration shall be under the Title Insurance Arbitration Rules of the American Arbitration Association. You may choose current Rules or Rules in existence on Policy Date.
   e. The law used in the arbitration is the law of the place where the Land is located.
   f. You can get a copy of the Rules from Us.

stewart
title guaranty company

**HOMEOWNER'S POLICY OF TITLE INSURANCE FOR A ONE-TO-FOUR FAMILY RESIDENCE**

**OWNER'S INFORMATION SHEET**

Your Title Insurance Policy is a legal contract between You and Us.

It applies only to a one-to-four family residence and only if each insured named in schedule A is a Natural Person. If the Land described in Schedule A of the Policy is not an improved residential lot on which there is located a one-to-four family residence, or if each insured named in Schedule A is not a Natural Person, contact Us immediately.

The Policy insures You against actual loss resulting from certain Covered Risks. These Covered Risks are listed beginning on page 1 of the Policy. The Policy is limited by:

- Provisions of Schedule A
- Exceptions in Schedule B
- Our Duty To Defend Against Legal Actions On Page 2
- Exclusions on page 2 and 3
- Conditions on pages 3, 4 and 5.

You should keep the Policy even if You transfer your Title to the Land.

If You want to make a claim, see paragraph 3 under Conditions on page 3.

You do not owe any more premiums for the Policy.

This sheet is not Your Insurance Policy. It is only a brief outline of some of the important Policy features. The Policy explains in detail Your rights and obligations and Our rights and obligations. Since the Policy – and not this sheet – is the legal document,

**YOU SHOULD READ THE POLICY VERY CAREFULLY.**

If You have any questions about Your Policy, contact:

stewart
title guaranty company
**P.O. Box 2029**
**Houston, Texas 77252**

stewart
title guaranty company

P. O. BOX 2029
Houston, Texas 77252-2029

**A NAME**

RECOGNIZED NATIONALLY

AS BEING

SYNONYMOUS WITH

# QUALITY

## ENHANCING THE REAL ESTATE CLOSING PROCESS

ESTABLISHED 1893

INCORPORATED 1908

# POLICY OF TITLE INSURANCE

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**HOMEOWNER'S POLICY OF TITLE INSURANCE FOR A ONE-TO-FOUR FAMILY RESIDENCE**

# Exhibit R

# CHICAGO TITLE INSURANCE COMPANY

**POLICY NO.:** DC2705-46-12-3250-2012.7230651-86547559

## OWNER'S POLICY OF TITLE INSURANCE
Issued by
## Chicago Title Insurance Company

***Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.***

### *COVERED RISKS*

*SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:*

1. *Title being vested other than as stated in Schedule A.*
2. *Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from*
   (a) *A defect in the Title caused by*
      (i) *forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;*
      (ii) *failure of any person or Entity to have authorized a transfer or conveyance;*
      (iii) *a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;*
      (iv) *failure to perform those acts necessary to create a document by electronic means authorized by law;*
      (v) *a document executed under a falsified, expired, or otherwise invalid power of attorney;*
      (vi) *a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or*
      (vii) *a defective judicial or administrative proceeding.*
   (b) *The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.*
   (c) *Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.*
3. *Unmarketable Title.*
4. *No right of access to and from the Land.*
5. *The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to*
   (a) *the occupancy, use, or enjoyment of the Land;*
   (b) *the character, dimensions, or location of any improvement erected on the Land;*
   (c) *the subdivision of land; or*
   (d) *environmental protection*
   *if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.*
6. *An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.*
7. *The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.*
8. *Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.*

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

**2. CONTINUATION OF INSURANCE**

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

**3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT**

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

**4. PROOF OF LOSS**

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

**5. DEFENSE AND PROSECUTION OF ACTIONS**

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

**6. DUTY OF INSURED CLAIMANT TO COOPERATE**

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the

Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

**7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

**8. DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

**9. LIMITATION OF LIABILITY**

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

**10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

**11. LIABILITY NONCUMULATIVE**

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

**12. PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

**13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

**14. ARBITRATION**

The Company and the Insured may agree that the claim or controversy shall be submitted to arbitration pursuant to the District of Columbia Arbitration Rules ("Rules"), provided that: 1) the decision to arbitrate is made by the parties at the time a dispute arises; and 2) any decision to arbitrate is not a condition of continuing coverage under the same terms that would have otherwise applied. Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. Arbitration pursuant to this policy and under the Rules shall not be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

**16. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

**17. CHOICE OF LAW; FORUM**

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Chicago Title Insurance Company, Attn: Claims Department, Post Office Box 45023, Jacksonville, Florida 32232-5023.

**Chicago Title Insurance Company**

## SCHEDULE A

Name and Address of Title Insurance Company: **Chicago Title Insurance Company, P.O. Box 45023, Jacksonville, FL 32232-5023**

Policy No. **7230651-86547559** File No. **12-3180**

Address Reference: **1131 5th Street, NW, Unit C, Washington, DC 20001**

Amount of Insurance: **$256,000.00**

Premium **$1,455.80**

Date of Policy: **July 24, 2012, or the date and time of recording, whichever is later.**

1. Name of Insured

   **Ali Tahriri, Sole Owner**

2. The estate or interest in the Land that is insured by this policy is:

   **Fee Simple**

3. Title is vested in:

   **Ali Tahriri**

4. The Land referred to in this policy is described as follows:

   **See Continuation of Schedule A for Legal Description**

Countersigned:

Clearview Settlement Solutions, LLC
334 North Charles Street
Suite 201
Baltimore, MD 21201
Telephone: 410-637-4770 Fax: 410-637-4775

By: ______________________________

Authorized Signatory

**THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED**

ALTA Owner's Policy (6/17/06) with District of Columbia Modifications

Chicago Title Insurance Company

**SCHEDULE A**
(continued)

Policy No. 7230651-86547559 | File No. 12-3180

LEGAL DESCRIPTION

PART OF LOTS 48, 49 and 50 in a subdivision made by William E. Edmondston, Trustee, as Per Plat recorded in Liber 11 Folio 64 among the Records of the Office of the Surveyor for the District of Columbia.

The part of the Land conveyed being more particularly designated as Unit No. C of the "1131 5TH STREET NW CONDOMINIUM", according to the Declartation of Condominium recorded March 31, 1008 as Instrument No. 34080, and the By-Laws relating thereto recorded March 31, 2008 as Instrument No. 34081, among the Land Records of the District of Columbia, and any recorded amendments thereto as of the date hereof, and as per Plat of the Condominium Subdivision recorded in Condominium Book No. 67 at Page 10, in the Office of the Surveyor for the District of Columbia.

NOTE: AT THE DATE HEREOF, THE ABOVE PROPERTY IS DESIGNATED ON THE RECORDS OF THE ASSESSOR FOR THE DISTRICT OF COLUMBIA FOR ASSESSEMENT AND TAXATION PURPOSES AS LOT 2216 IN SQUARE 0514.

TOGETHER with the appurtenances incident to said unit, as contained in said Declaration of Condominium (as Amended).

SUBJECT, HOWEVER, to all the provisions, restrictions, easements and conditions as contained in said Declaration of Condominium (as amended), and the By-Laws relation thereto (as amended).

The Condominium Declaration allocates to the Condominium Unit an undivided interest (stated as a percentage) in the Common Elements of the Condominium (Hereinafter called the "PERCENTAGE INTEREST"). The Percentage Interest of the Condominium Unit is set forth in the Condominium Declaration.

The improvements thereon being known as No. 1131 5th Street, NW, Unit C

**BEING the same property conveyed to Kondaur Capital Corporation from James E. Clarke and Renee Dyson, Substitute Trustees, by Trustees Deed dated June 15, 2010, and recorded on August 6, 2010, as Instrument No. 2010068250.**

**THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED**

**Chicago Title Insurance Company**

## SCHEDULE B
## EXCEPTIONS FROM COVERAGE

Policy No. 7230651-86547559 File No. 12-3180

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees or expenses that arise by reason of:

1. Real Estate taxes subsequent to those levied for the installment period ending **March 31, 2012** a lien, but not yet due and payable.
2. Special assessments, which are not shown as existing liens by the public records.
3. Water and Sewer charges in connection with the land.
4. Rights of Tenants arising under the Rental Housing Conversion and Sale Act of 1980, as amended, and any and all regulations adopted thereunder.
5. Rights or claims of parties in possession not shown by the public records.
6. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
7. Easements or claims of easements not shown by the public records.
8. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

Note: The final Mortgagee's policy when issued will contain ALTA Endorsement 8.1.

9. Rights of others to the use in common of partition walls situate on subject premises provided that this exception shall not diminish the rights of the insured hereunder to the use thereof in common.
10. Rights of others to the use in common of so much of the insured property as lies in the beds of any roads, streets or easements, public or private.
11. Taxes and other public charges not now due and payable. (NOTE: This Policy specifically insures the insured as follows:

    Taxes are payable on a semi-annual basis: Taxes and any applicable service charge have been paid through the March 31st or September 30th first following the Effective Date of the herein Policy, whichever of said dates is the first to occur.)
12. Terms, Provisions, Covenants, Conditions, Restrictions, Easements, and assessments as set forth in the Declaration of Condominium and the By-Laws thereof, recorded March 31, 2008 as Instrument Nos. 2008034080 and 2008034081, respectively, among the Land Records of the District of Columbia, and any and all subsequent amendments, supplements, or others modifications thereto.
13. Terms, Provisions, and Specifications of the Urban Renewal Plan for the Downtown Urban Renewal Area, recorded April 29, 1969 as Instrument No. 080403 in Liber 12987, Folio 621, among the Land Records of the District of Columbia, and any and all subsequent amendments, supplements, or others modifications thereto.
14. Any and all projections, encroachments, easements, or other items shown on the Plat of Condominium, recorded in Condominium Book 67 at Page 10, among the Land Records of the Office of the Surveyor for the District of Columbia, and any and all amendments relating thereto.
15. Possible unpaid assessments or levies and liens for same for water and/or sewer service provided to the subject property by public and or private utilities.
16. Possible unpaid condominium assessments and liens for same, as set forth in the condominium declarations and bylaws and any amendments thereto recorded March 31, 2008 as Instrument Nos. 2008034080 and 2008034081.

# CLEARVIEW SETTLEMENT SOLUTIONS, LLC

334 North Charles Street, Suite 201
Baltimore, MD 21201
Telephone: 410-637-4770 Fax: 410-637-4775

July 24, 2012

Ali Tahriri
100 Central Avenue
Gaithersburg MD 20877

| | | |
|---|---|---|
| Re: | Property: | **1131 5th Street, NW, Unit C, Washington, DC 20001** |
| | Policy #: | **7230651-86547559** |
| | Our File #: | **12-3180** |

Dear Buyer(s):

Enclosed is your Owner's Title Insurance Policy. We recommend you keep this document in a safe place, as with your other permanent records.

Please feel free to contact us with any questions you may have or if we can be of any further assistance to you.

Sincerely,

Holly Edelstein

Enclosures