

CANAL VIEW HOMEOWNERS ASSOCIATION CONDITIONS
Regarding PUD Application Case No. 08-21

CONDITIONS

1. That any approval by the Zoning Commission of the application be granted only to The Athena Group, LLC and be made nontransferable;
2. Building Number Three shall be 38 feet and three stories high to the top of the roof; all other buildings and units shall be limited to 40 feet and three stories in height;
3. In advance of construction, and in cooperation with the U. S. Army Corps of Engineers and the District of Columbia's Department of the Environment, the entire delineated wetland area shall be reflagged. The delineated area, including the stream, shall be flagged and protected in perpetuity through a conservation easement by a uniform setback of 25 feet from all structures and other human interference from the outermost wetland boundary, in the event there is disagreement on such boundary;
4. The width of interior roads shall be a minimum of 25 feet;
5. An ample turn-around shall provide access for all types of emergency vehicles;
6. The site shall contain 25 on-street parking spaces for guest vehicles and service and delivery vehicles and each unit shall have two parking spaces;
7. The two affordable housing units shall be indistinguishable from other housing within the development;
8. The total amount of impervious lot coverage shall not be greater than 50 percent for the entire project;
9. By means of a covenant on the title to the land, the proffered green spaces (i.e., the central plaza, butterfly garden, rain garden and walking path), identified by dimensions and GPS and having a combined total of 13,500 square feet, shall be protected in perpetuity as open space and non-developable land;
10. That the developer shall not be limited to his design that includes a fountain in the central park;
11. That the developer will collaborate closely with representatives of the Canal View Homeowners Association and the Palisades Citizens Association to mitigate traffic impacts over the life of the project and especially during construction.
12. That the Canal View HOA shall have input to the Canal Parc Construction and Traffic Management Plans.

ZONING COMMISSION
CASE No. 08-21
EXHIBIT No. 31

13. That Athena be required to enter into a formal indemnification agreement with the Canal View Homeowners Association regarding protection of Canal View homes, retaining walls, yards, fences, roads and other Canal View properties, from any damage caused by construction efforts, or any resulting affects due to changes made in the That Athena be required to enter into a formal indemnification agreement with the Canal View Homeowners Association regarding protection of Canal View homes, retaining walls, yards, fences, roads and other Canal View properties, from any damage caused by construction efforts, or any resulting affects due to changes made in the land area or grading due to the project.

This agreement must include:

- a. Provisions that Athena will pay for legal assistance to the Canal View Homeowners Association for preparation and/or review of such legal agreements(s).
- b. Provisions for establishment of an Escrow Account by Athena to ensure funds are available to make necessary repairs for items covered under the legal agreement(s).
- c. Any unused amounts of the Escrow Account would be returned in full to Athena at completion of both construction and an agreed upon timeframe after completion of construction.

In addition, amenities shall include:

- a) An additional 5,000 square feet of green space on site shall be protected and open to the public;
- b) Hiring a landscape architect to design and oversee implementation of the beautification of lower MacArthur Boulevard – that is the area along MacArthur Boulevard from its intersection with Foxhall Road to its intersection with Q Street; and
- c) Contributions to organizations that improve the quality of life in the Palisades and will enhance the project.