12 March 2003

Government of the District of Columbia
Director, Board of Zoning Adjustment
441 4th Street N.W., Suite 210-S
Washington, DC 20001

D.C. BOARD OF ZONING
2003 MAR 14 PM 3:40

Subject: APPLICATION NUMBER 16989 – WILLIAM T. AND NORMA G. BYRD
USE VARIANCE APPLICATION FOR 714 1OTH STREET NE

Jerrily R. Kress:

Pursuant to your 23 January 2003 letter to me, a copy of which is enclosed, I am submitting my written views pertaining to the subject use variance application for 714 10th Street N.E. (BZA 16989). My name is Mary Kay Fannerella and I have resided in 700 10th Street N.E. for over ten years. I strongly object to and oppose the granting of the subject application for the following reasons:

First, the applicants contend that they purchased the property in October, 2002 based upon an "understanding" from the real estate company that the property was zoned for commercial use. Subsequent to their purchase, the applicants then determined that the actual zoning was residential.

I contend that the applicants' legal recourse is NOT though the Board of Zoning Adjustment, in changing the existing residential zoning, but through civil action. It is possible that, as the applicants contend, a material term (the actual zoning) of the sale of 714 10th Street N.E. was somehow "misrepresented" to the applicants by the real estate company. As such, the applicants should seek redress through the courts in a civil action. Alternatively, one could assert that the applicants appear to have been negligent in their duty as responsible home-owners/buyers to thoroughly research the actual zoning of their prospective property purchase BEFORE they contracted for and purchased the property. It is unclear whether the applicants had the services of legal counsel for this property purchase transaction; if so, competent legal counsel should have researched the zoning issue as well.

In any event, I believe that it is not appropriate to change the zoning from residential to commercial based upon the facts as presented in the subject application. (A copy of which I have obtained) Furthermore, it is critical to note that the proposed commercial use of the property would NOT be in compliance with the "Declaration and Bylaws for the Lincoln Mews Townhouses", a copy of which is provided to purchasers at all sales/purchases transactions of Lincoln Mews properties. 714 10th Street N.E. is a Lincoln Mews property.

A copy of the "Declaration and Bylaws for the Lincoln Mews Townhouses" is enclosed. Specifically, your attention is directed to the following:

BZA
Case No. 16989
Exhibit No. 26

Board of Zoning Adjustment
District of Columbia
CASE NO. 16989
EXHIBIT NO. 26A1

Subject: APPLICATION NUMBER 16989 – WILLIAM T. AND NORMA G. BYRD
USE VARIANCE APPLICATION FOR 714 1OTH STREET NE

First, the "Declaration and Bylaws for the Lincoln Mews Townhouses" "shall run with and bind the land for a term of twenty (20) years from the date this declaration is recorded." [See page 19, Section 12.06 Duration and Amendment.] The "Declaration and Bylaws for the Lincoln Mews Townhouses" was recorded on 6 January 1992.

Second, page 10 – Section 7.02. Leasing and Transfers. provides, "Prior to the sale, conveyance or transfer of any Lot or dwelling unit to any person, the Owner shall notify the Board of Directors in writing, by certified mail... of the name and address of the person to whom the proposed sale, conveyance or transfer is to be made." Notably, if the property were being purchased for a commercial use, then one would assume that it was to be purchased by the actual business entity or on behalf of the business entity by its principal owners. As such, the residents of Lincoln Mews would have been apprised of the applicant's commercial intentions. However, it appears that the applicant's purchased 714 10th Street N.E. together, as husband and wife.

Subsequently, pursuant to pages 19 – 20 Section 12.07 Consents, the Lincoln Mews residents would then have voted by quorum, as to the proposed commercial use of the property that would have occurred incident to the sale of 714 10th Street N.E to the applicants. Based upon my understanding and conversations with several neighbors, the proposed commercial usage of 714 10th Street N.E would NOT have received a favorable quorum vote by the Lincoln Mews residents.

In conclusion, I respectfully submit this letter in opposition to the use variance application for 714 10th Street N.E. (BZA 16989) from a R-4 residential use to a C-2-B commercial use. The applicant's purchased a residential property in a residential neighborhood [period]. Because of any alleged "mistakes" in the purchase/sale transaction of 714 10th Street N.E, the applicant's should seek any remedy to be afforded to them in civil court. Furthermore, it is critical to note that the proposed commercial use of the property would NOT be in compliance with the "Declaration and Bylaws for the Lincoln Mews Townhouses", which apply to the applicants property, 714 10th Street N.E.

If necessary, I am available for further questions, and can be reached during business hours at (703) 602-6325. Thank you for your attention to this important matter.

Respectfully,

Mary Kay Fannerella

Mary Kay Fannerella
700 10th Street N.E.
Washington, DC 20002-3734

GOVERNMENT OF THE DISTRICT OF COLUMBIA
BOARD OF ZONING ADJUSTMENT

JAN 2 3 2003

APPLICATION NUMBER 16989
TO WHOM IT MAY CONCERN:

Notice is hereby given that the Board of Zoning Adjustment will hold a public hearing in Suite 220, 441 4th Street, N.W., Washington, D.C., 20001 on Tuesday, March 18, 2003. Your attention is invited to the following application:

> **Application of William T. and Norma G. Byrd**, pursuant to 11 DCMR § 3103.2, for a variance from the use provisions to allow office use within a two story row dwelling under section 330.5, in the R-4 District at premises 714 10th Street, N.E. (Square 912, Lot 72).

At the public hearing, all interested persons will be given an opportunity to express their views. However, you may submit written views about this case. All written views should be sent to the address below, and must be received by the Board before the hearing on the case is concluded. Individuals and organizations wishing party status in any case before the Board must request that status in writing not less than fourteen (14) days prior to the date set for the public hearing on the particular application. The request for party status must contain all the information required by 11 DCMR 3106.2. Section 3106 is enclosed for your information.

This case is in Advisory Neighborhood Commission 6A. This case will be heard between 9:30 a.m. and 12:00 p.m.

If you have any questions about this application, you may call the Office of Zoning on (202) 727-6311, or come to 441 4th Street, N.W., Suite 210, Washington, D.C. 20001.

PLEASE USE THE APPLICATION NUMBER WHEN YOU WRITE OR CALL ABOUT THIS CASE.

Sincerely,

JERRILY R. KRESS, FAIA
Director

(SEE REVERSED SIDE)

Form 140
(Revised 03/15/02)

Case No. 16987

PARTY STATUS APPLICATION

Notice: See other side of party status form for instructions.

NAME: *Last*	*First*	*Middle I.*

ADDRESS: *Street*	*Apt. # (if any)*	*City*	*State*	*Zip Code*

Phone No.	*Fax No.*	*E-Mail*

I hereby request to appear and participate as a party.	*Signature*	*Date*

Will you appear as a(n) ☐ Proponent ☐ Opponent Will you appear through legal counsel ☐ Yes ☐ No

If yes, please enter the name and address of such legal counsel.

NAME: *Last*	*First*	*Middle I.*

ADDRESS: *Street*	*Ste. # (if any)*	*City*	*State*	*Zip Code*

Phone No.	*Fax No.*	*E-Mail*

Please answer all of the following questions referencing why the above person should be granted party status.
(If you require additional space, please attach an additional sheet.)

1). *How will the property owned or occupied by such person, or in which the person has an interest be affected by the action requested of the Board?*

2). What legal interest does the person have in the property? (i.e. owner, tenant, trustee, or mortgagee)

3). What is the distance between the person's property and the property that is the subject of the appeal or application before the Board? (Preferably no farther than 200ft.)

4). What are the environmental, economic or social impacts that are likely to affect the person and/or the person's property if the action requested of the Board is approved or denied?

5). Describe any other relevant matters that demonstrate how the person will likely be affected or aggrieved if the action requested of the Board is approved or denied.

6). Explain how the person's interest will be more significantly, distinctively, or uniquely affected in character or kind by the proposed zoning action than that of other person's in the general public.

Purchasers hereby acknowledge the receipt of the Declaration and Bylaws for the Lincoln Mews Townhouses. We have read the aforementioned documents and deem them satisfactory.

_____ _____

Date

_____ _____

Date

D.C. Recorder's Stamping
2005 May 19 AM 3:41

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LINCOLN MEWS EAST PROPERTY OWNERS ASSOCIATION, INC.

DECLARATION OF COVENANTS CONDITIONS EASEMENTS AND RESTRICTIONS

THIS DECLARATION, made on this 30th day of December, 1991, by PARCEL 7 LIMITED PARTNERSHIP, a District of Columbia limited partnership, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain Property in the District of Columbia, all of which is more particularly described on the legal description attached hereto and made part hereof as Exhibit "A".

NOW, THEREFORE, the Declarant hereby declares that all of the Property described on Exhibit "A" hereto shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any rights, title or interest in the Property described on Exhibit "A" hereto, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I
DEFINITIONS

Section 1.01. "Association" shall mean and refer to the Lincoln Mews East Property Owners Association, Inc., a non-stock, non-profit District of Columbia corporation.

Section 1.02. "Common Driveway Easement Area" shall mean all real property maintained by the Association (including the improvements thereto) and/or available for the common use and enjoyment of the Owners for ingress and egress to and from such Owner's lot(s). The Common Driveway Easement Area is described more particularly on the legal description attached hereto and made part hereof as Exhibit "B".

Section 1.03. "Common Expenses" shall mean and refer to the actual and estimated expenses of operating the Association, including a reasonable reserve, all as may be found to be necessary or appropriate by the Board pursuant to this Declaration and the Articles of Incorporation of the Association.

After recordation, please return to
Mr. Max Borges, Borges + Borges Inc
1825 K Street, N.W. Suite 1003
Washington, D.C. 20006

D.C. RECORDER OF DEEDS
92 JAN -6 PM 12:24

92000004994

Section 1.04. "Declarant" shall mean and refer to Parcel 7 Limited Partnership, a District of Columbia limited partnership, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot (hereinafter defined) from the Declarant for the purpose of development, but only to the extent that any of the rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant are specifically assigned or transferred to such successors or assigns by an instrument in writing.

Section 1.05. "Eligible Mortgage Holder" shall mean a holder of a first mortgage on a Lot who has requested notice from the Association of amendments to the Association documents or other significant matters which would affect the interests of the mortgagee.

Section 1.06. "Lot" shall mean and refer to any of the subdivided lots constituting the Property (hereinafter defined) upon which it is intended that a dwelling unit be constructed.

Section 1.07. "Member" shall mean and refer to every person, group of persons, corporation, trust, or other legal entity, or any combination thereof, who holds any class of membership in the Association.

Section 1.08. "Mortgagee" shall mean the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the Lots. "Mortgage", as used herein, shall include deed of trust. "First Mortgage", as used herein, shall mean a mortgage with priority over other mortgages. As used in this Declaration, the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in this Declaration, the term "institutional mortgagee" or "institutional holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations and any agency or department of the United States Government or of any state or municipal government, or any other organization or entity which has a security interest in any Lot.

In the event any mortgage is insured by the Federal Housing Administration ("FHA") or guaranteed by the Veterans Administration ("VA"), then as to such mortgage the expressions "mortgagee" and "institutional mortgagee" include the FHA or the VA as the circumstances may require, acting, respectively, through the Federal Housing Commissioner and the Commissioner of Veterans' Benefits or through other duly authorized agents.

Section 1.09. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.10. "Property" shall mean and refer to that certain real property described on Exhibit "A" hereto.

ARTICLE II
PROPERTY SUBJECT TO DECLARATION

Section 2.01. Initial Property Subject to the Declaration. The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in the District of Columbia, and is more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof.

ARTICLE III
PROPERTY RIGHTS

Section 3.01. Owner's Easements of Enjoyment. Every Owner, pursuant to the Declaration and Covenant for Perpetual Ingress - Egress Easement dated May 17, 1990, made by Declarant and recorded October 26, 1990 as Instrument 900058480, shall have a right and easement of enjoyment in and to the Common Driveway Easement Area for ingress and egress to and from his or her Lot(s), which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid; and, after notice and an opportunity for a hearing, for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(b) the right of the Association to establish uniform rules and regulations pertaining to the use, maintenance and repair of the Common Driveway Easement Area.

(c) the right of the Association, the Declarant, utility companies and other owners with respect to the easements established in Section 7.06 hereof.

(d) the right of the Association, in accordance with its Articles of Incorporation, and with the consent of two-thirds (2/3) of each class of the then members of the Association, voting separately, to borrow money for the purpose of improving the Common

Driveway Easement Area in a manner designed to promote the enjoyment and welfare of the members.

Section 3.02. Limitations.

(a) Any other provision of this Declaration to the contrary notwithstanding, the Association shall have no right to suspend the right of any member of the Association to use the Common Driveway Easement Area for both vehicular and pedestrian ingress and egress to and from his or her Lot.

(b) Any other provision of this Declaration to the contrary notwithstanding, the Association shall have no right to suspend any easement over the Common Driveway Easement Area for storm water drainage, electrical energy, water, sanitary sewer, natural gas, CATV or similar service, telephone service or similar utilities and services to the Lots.

Section 3.03. Delegation of Use. Any Owner may delegate, in accordance with any promulgated rules and regulations ("Rules and Regulations") of the Association, his right of enjoyment to the Common Driveway Easement Area to the members of his family, his tenants, social invitees, or contract purchasers who reside on the Property.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

Section 4.01. Membership. Every Owner of a Lot within the Property shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 4.02. Voting Rights. The Association shall have two (2) classes of voting membership;

Class A. With the exception of the Declarant, every person, corporation, partnership, trust or other legal entity, or any combination thereof, who is an Owner of any Lot which is part of the Property shall be a Class A member of the Association; provided, however, that any such person, group of persons, corporation, partnership, trust or other legal entity who holds such interest solely as security for the performance of an obligation shall not be a Class A member solely on account of such interest. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. There shall initially be thirty-three (33) Class B memberships in the Association. This number shall be

decreased by three (3) memberships for each Class A membership existing at any one time. The Class B member shall be the Declarant, its nominee or nominees, and shall include every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who shall obtain any Class B membership by specific assignment from the Declarant. The Class B member(s) shall be entitled to one (1) vote for each Class B membership. Each Class B membership shall lapse and become a nullity on the first to happen of the following events:

(i) thirty (30) days following the date on which the total authorized and outstanding votes of the Class A members equals eight (8); or

(ii) four (4) years from the date of recordation of this Declaration; provided, however, that if the Declarant is delayed in the improvement and development of the Property on account of a sewer, water or building permit moratorium or any other cause or event beyond the Declarant's control, then the aforesaid four (4)-year period shall be extended by a period of time equal to the length of the delays or an additional three (3) years, whichever is less; or

(iii) upon the surrender of said Class B memberships by the then holders thereof for cancellation on the books of the Association.

Upon the lapse or surrender of the Class B memberships as provided for in this Article, the Declarant shall thereafter become a Class A member of the Association as to each and every Lot in which the Declarant then holds the interest otherwise required for such Class A membership.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 5.01. Creation of the Lien and Personal Obligation of Assessments. There are hereby created assessments for Common Expenses as may be from time to time specifically authorized by the Board of Directors to be commenced at the time and in the manner set forth in this Article V. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the Lot (including all improvements thereon), and shall be a continuing lien upon the property against which each such assessment is made, subordinate to the lien of any First Mortgage upon such Lot as provided in Section 5.09 of this Declaration. Each such assessment, together with interest, costs, and reasonable

attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his or her successors in title unless expressly assumed by such successors.

Section 5.02. Purpose of Assessments.

(a) The assessments levied by the Association shall be used exclusively for the Common Expenses and improvements, repair, maintenance and replacement of the Common Driveway Easement Area, management fees (if any), administration expenses, insurance and all other costs and expenses incurred by the Association in the proper conduct of its activities, including, without limitation, reserves for replacements or contingencies or charges accruing under any cross-easement or reciprocal easement agreements.

Section 5.03. Initial Annual Assessment. The initial annual assessment shall be established by the Declarant in its sole discretion, notwithstanding the provisions of this Article V to the contrary; provided, however, that there shall not be any annual assessment (including special assessments) levied upon Lots (if any) owned by the Declarant. Notwithstanding the foregoing, the Declarant shall pay the full annual and special assessments for Lots owned by Declarant upon which a dwelling unit has been completed and is occupied by a party other than the Declarant. Notwithstanding any provision contained in this Declaration to the contrary, the Declarant hereby covenants and agrees for the benefit of each Class A member to pay any and all expenses incurred by the Association during the Deficit Period (as such term is hereinafter defined) in furtherance of its purposes to the extent that the annual and special assessments levied during the Deficit Period are insufficient to pay such expenses; provided, however, that at such time as the Declarant has paid what would equal one hundred percent (100%) of the assessments for its Lots, had such Lots not been exempt from assessment as provided for hereinabove, then the Declarant shall only be obligated to pay any further assessments during that annual period in an amount equal to what would be due for such Lots had they been owned by a Class A member. As used herein, the term "Deficit Period" shall mean that period of time commencing on the date of recordation of this Declaration and ending on the earlier of (i) the date on which the Class B membership lapses and becomes a nullity in accordance with the provisions of this Declaration; or (ii) the date upon which the Declarant, in writing and recorded with the Recorder of Deeds of the District of Columbia, declares that it (from the date specified in such recorded writing) waives its right to not pay any assessments on Lots owned by the Declarant in accordance with this Section 5.03. The Declarant may make such declaration with respect to less than all of the Lots owned by the Declarant, in which event the Deficit Period shall terminate only with respect to those Lots specifically described.

It shall be the duty of the Board of Directors, at least forty-five (45) days before the beginning of the fiscal year and thirty (30) days prior to the meeting at which the budget shall be presented to the membership, to prepare a budget covering the estimated costs of operating the Association during the coming year. The budget shall include an amount sufficient to establish and maintain a reserve fund in accordance with a reserve fund budget separately prepared by the Board of Directors pursuant to Section 5.11. The Board of Directors shall cause a copy of the budget, and the amount of the assessments to be levied against each Lot for the following year to be delivered to each Owner at least fifteen (15) days prior to the meeting. The budget and the assessments shall become effective unless disapproved at the meeting by a vote of at least a majority of both classes of the total Association membership.

Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board of Directors fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

The Board of Directors may establish the annual assessment for any fiscal year at a rate sufficient to meet the Common Expenses of the Association as determined by the Board of Directors from time to time in accordance with the terms of this Declaration. The Board of Directors may increase or decrease the annual assessments in response to the Common Expenses of the Association associated with the operation and administration of the Association and maintenance of the Common Driveway Easement Area pursuant to a resolution of the Board of Directors and provided the members of the Association receive written notice of any change in assessments at least thirty (30) days prior to the effective date of such assessments. The Owners may disapprove of such change in assessments by a majority vote of each class of members at a special meeting of the Association called for such purpose.

The Declarant may establish a working capital fund for the initial operation of the Association. Such working capital fund may be funded by a one-time assessment of two (2) times the monthly assessment for a Lot and shall be payable, if established, by the Declarant's grantee upon the earlier of settlement or occupancy of a completed dwelling located on any Lot.

Section 5.04. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment or special assessments applicable to that year for such purposes as the Board of Directors may deem appropriate, provided that any such assessment shall have the assent of a majority of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this

purpose. The Association may also levy a special assessment against any Owner to reimburse the Association for costs incurred in (i) bringing any Owner and his/her Lot into compliance with the provisions of this Declaration, the Articles of Incorporation, and the Rules of the Association, or (ii) repairing any damage caused to the Common Driveway Easement Area by such Owner. Such a special assessment may be levied upon the vote of the Board of Directors after notice to the Owner and an opportunity for a hearing before the Board of Directors.

Section 5.05. Notice and Quorum for any Action Authorized Under Section 5.04. Written notice of any meeting called for the purpose of establishing a special assessment in accordance with Section 5.04 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5.06. Uniform Rate of Assessment. Except as provided in Section 5.03, each Lot shall be assessed (annual and special assessments) at a uniform rate; provided, however, any costs or expenses incurred by the Association as the result of the act or omission of the Owner of any Lot or his guests, lessees or invitees may be assessed against such Lot and the Owner thereof. Upon resolution of the Board of Directors assessments may be levied on a quarterly, semi-annual, annual or other periodic basis rather than monthly.

Section 5.07. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots, other than Lots owned by the Declarant, on the first day of the month following the first conveyance of the initial Lot to a Class A member. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer for the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association with the status of assessments on the Lots shall be binding on the Association as of the date of its issuance.

Section 5.08. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within fifteen (15) days after the due date shall bear interest from the due date until paid at a rate equal to the maximum rate of interest permitted under the laws of the District of Columbia (or such lesser sum as VA and/or FHA may specify if any Lot subject to this Declaration is then encumbered by a deed of trust or mortgage which is guaranteed by VA or insured by FHA). Additionally, the entire balance of the unpaid annual assessments for the remainder of the fiscal year shall also become due, payable and collectible in the same manner as the delinquent portion of such annual assessment. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Lot (and all improvements thereon). No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Driveway Easement Area or abandonment of his Lot. The Owner shall also be obligated to pay all attorneys' fees and court costs incurred in connection with the collection of assessments if not paid when due.

Section 5.09. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any First Mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. No amendment to this Section shall affect the rights of the holder of any First Mortgage on any Lot (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or of the indebtedness secured thereby) shall join in the execution of such amendment.

Section 5.10. Additional Default. Any recorded First Mortgage secured on a Lot shall provide that any default by the mortgagor in the payment of any assessment levied pursuant to this Declaration, or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness secured thereby); but failure to include such a provision in any such mortgage shall not affect the validity or priority thereof and the protection extended to the holder of such mortgage (or the indebtedness secured thereby) shall not be altered, modified or diminished by reason of such failure.

Section 5.11. Reserve Fund Budget and Contribution. The Board of Directors shall annually prepare a reserve fund budget which shall take into account the expected life of the improvements situated on the Common Driveway Easement Area, and the expected repair or replacement cost of such improvements. The Board of Directors shall set the required reserve fund contribution in an amount sufficient to meet the projected reserve needs of the

Association, as shown on the reserve fund budget, with respect both to amount and timing by the imposition of annual assessments over the period of the budget. The reserve fund contribution shall be fixed by the Board of Directors and included within the budget and assessment, as provided in Section 5.03. Such reserve fund contribution shall be payable as part of the annual assessment, applicable to all Lots. A copy of the reserve fund budget shall be distributed to each Owner in the same manner as the operating budget.

ARTICLE VI
ALTERATIONS

Section 6.01. No Alterations to Common Driveway Easement Area. No Owner or resident or occupant of any Lot may modify or alter in any manner any portion of the Common Driveway Easement Area, including any part thereof which is situated on such Owner's, resident's or occupant's Lot.

ARTICLE VII
USE RESTRICTIONS

In addition to all other covenants contained herein, the use of the Property and each Lot therein is subject to the following:

Section 7.01. Prohibited Uses and Nuisances. Except for the activities of the Declarant during the construction or development of the Project, or except as may be necessary in connection with reasonable and necessary repairs or maintenance to or upon the Common Driveway Easement Area, the Common Driveway Easement Area shall not be blocked or limited in any manner with respect to permitting each Owner and occupant of a Lot, and their guests and invitees, ingress and egress to and from their Lot. No fence, wall or objects may be constructed, placed or stored within the Common Driveway Easement Area at any time which would in any manner limit or interfere with the use of such Common Driveway Easement Area.

Section 7.02. Leasing and Transfers. Prior to the sale, conveyance or transfer of any Lot or dwelling unit to any person, the Owner shall notify the Board of Directors in writing, by certified mail, return receipt requested of the name and address of the person to whom the proposed sale, conveyance or transfer is to be made and provide to it such other information as the Board of Directors may reasonably require. Failure to comply with the provisions of this Section 7.02 shall not void, prohibit or otherwise invalidate the sale, conveyance or transfer of any Lot or dwelling unit nor may it have any affect upon any mortgage or deed of trust thereon.

Section 7.03. House Rules, Etc. There shall be no violation of any reasonable rules for the use of the Common Driveway Easement Area or "house rules" or other rules and regulations not inconsistent with the provisions of this Declaration which may from time to time be adopted by the Board of Directors of the Association and promulgated by them among the membership in writing, and the Board of Directors is hereby and elsewhere in this Declaration authorized to adopt such rules.

Section 7.04. Exterior Painting. No Owner shall paint or permit any party (other than Declarant) to paint the exterior of any improvement or dwelling unit located on such Owner's Lot until the earlier of the following events has occurred:

(a) the date that is five (5) years after the date of the conveyance of the first Lot; or

(b) the date that all of the Lots that constitute the Property have initially been sold by Declarant.

Section 7.05. Exemptions. None of the foregoing restrictions of Article VII shall be applicable to the activities of:

(a) Declarant, its officers, employees, agents or assigns, in their development, marketing, leasing and sale of Lots or other parcels within the Property; or

(b) The Association, its officers, employees and agents, in connection with the proper maintenance, repair, replacement and improvement of the Common Driveway Easement Area.

Section 7.06. Declaration of Easements and Rights. The following easements and rights are hereby declared or reserved:

(a) Declarant reserves the right to grant easements, both temporary and permanent, to all public authorities and utility companies over any part of the Common Driveway Easement Area.

(b) Each Lot shall be subject to a public pedestrian access easement over and upon any sidewalk (or the replacement thereof) constructed on the Lot by the Declarant, which sidewalk is reasonably deemed to be for the use of the community of which the Lot is a part.

(c) An easement is hereby reserved to Declarant and its agents to enter the Common Driveway Easement Area during the period of construction and sale within the Property, and to maintain such facilities and perform such operations as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of residences.

(d) Declarant reserves the right to enter the Common Driveway Easement Area for the purpose of carrying out any obligations it may have, or assume, with respect to the curing of any defects in workmanship or materials in the Property or the improvements thereon.

(e) For a period of ten (10) years from the date of conveyance of the first Lot, the Declarant reserves a blanket easement and right on, over and under the Property to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the Declarant shall restore the affected property to its original condition as is reasonably practicable. The Declarant shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes such notice. There is further reserved unto the Declarant the right to grant specific easements, both temporary and permanent, to any person or entity, including all public authorities and utility companies, over any part of the Property in furtherance of the blanket easement created by this subsection (e). The foregoing provisions of this subsection (e) shall not be deemed to impose on the Declarant any obligation to maintain and correct drainage of surface water other than that obligation, if any, which the Declarant shall have expressly undertaken in writing, or which shall have been imposed by applicable laws.

(f) The rights and duties with respect to sanitary sewer and water, storm drains, downspouts, yard drains, cable television, electricity, gas and telephone lines and facilities shall be governed by the following:

(i) Whenever water, sanitary sewer and water, storm drains, downspouts, yard drains, electricity, gas, cable television or telephone connections, lines, cables or any portion thereof, are or have been installed within the Property, the Owner of any Lot, or the Association shall have the right, and are hereby granted an easement to the extent necessary therefor, to enter upon or have a representative of the company responsible for such installations enter upon any portion of the Property in which said installations lie, to repair, replace and generally maintain said installations.

(ii) The right granted in subparagraph (i) above shall be only to the extent necessary to entitle the property of the Owner serviced by said installation to its full and reasonable use and enjoyment, and provided further that anyone exercising said right shall be responsible for restoring the surface of the easement area so used to its condition prior to such use.

(iii) In the event of a dispute between Owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Board of Directors, who shall decide the dispute, and the decision of the Board of Directors shall be final and conclusive as to the parties.

(g) The Association shall have an easement to enter any portion of the Property for the performance of its duties hereunder; provided that except as otherwise provided in this Declaration, such easement shall not entitle the entry within the interior portion of any dwelling located on the Property, but (by way of illustration only and not in limitation of the rights granted herein) shall permit the entry into fenced, or other similar areas of the Property.

(h) With respect to any step, patio, deck, downspout or yard drain or other similar structure that may benefit any Lot and is constructed by the Declarant and which may encroach upon any portion of the Common Driveway Easement Area or another Lot, there is hereby reserved for the benefit of the Lot for which such step, patio, deck, downspout, drain or other structure serves, a perpetual easement for the location, maintenance, repair and use of such structure or items within the Common Driveway Easement Area or Lot, but only to the extent the Declarant's original construction thereof encroaches within the Common Driveway Easement Area or Lot. The Owner of the Lot benefiting from such easement agrees to maintain such structure or item and to indemnify and hold the Association or Lot Owner of the Lot subject to such easement harmless from any loss, liability or damage arising out of or resulting from the use, enjoyment and benefit of the easement granted hereby.

(i) A mutual right and easement for utility services is hereby established for the benefit of all Owners, such that no Owner shall take any action which would in any way interfere with utility services being provided to other Owners within the Property. If a Lot contains any utility pipes, ducts, conduits, wires or the like which are for the benefit, in whole or in part, of other Owners within the Property, then the Owner of such Lot shall promptly, at his expense, repair any damage to such utilities caused by the Owner, his guests or invitees.

(j) The Association, its agents and employees, shall have an irrevocable right and an easement to enter the Lots for the purposes of exercising the rights and fulfilling the obligations established by this Declaration.

(k) Each Lot shall be subject to a perpetual easement for the use, maintenance, repair and replacement of the Common Driveway Easement Area which shall benefit each Lot Owner and

burden each Lot and is located as described in Exhibit "B" attached hereto and made a part hereof. The Common Driveway Easement Area shall be used to provide ingress and egress to each Lot and shall be maintained as set forth in this Declaration. The Board of Directors shall have an easement over, through and across the Common Driveway Easement Area and each Lot in order to carry out its duties and powers as set forth in this Declaration.

ARTICLE VIII
MAINTENANCE

Section 8.01. Owners' Rights and Responsibilities. Each Owner shall be responsible for the day-to-day normal maintenance of any portion of the Common Driveway Easement Area situated on such Owner's Lot, including, but not limited to, keeping it clear of accumulated water and snow and ice (unless the Board of Directors, by resolution, determines that snow removal or other similar maintenance shall be the responsibility of the Association). In the event an Owner of any Lot in the Property shall fail to maintain as aforesaid any portion of the Common Driveway Easement Area located upon such Owner's Lot, the Board of Directors or its agent shall have the right to enter upon said Lot to repair, maintain and restore such portion of the Common Driveway Easement Area. Whenever entry is not required in an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry. All costs related to such correction, repair or restoration shall be collectible from the Owner of such Lot in the same manner as assessments as provided in Article V herein.

Section 8.02. Association Maintenance. Subject to the rights and obligations of the Owners and Board of Directors set forth in Section 8.01, the Association shall maintain and keep in good order the Common Driveway Easement Area, such maintenance to be funded as provided. This obligation shall include, but not be limited to, maintenance, repair and replacement, subject to any insurance then in effect, of all pavement improvements situated upon such areas.

The Association shall also have the right to enter any Lot without the consent of the Owner and/or occupant thereof, to conduct any emergency repairs as are necessary for the maintenance and protection of the Common Driveway Easement Area. The costs of such repairs shall be collectible from the Owner of such Lot or all the Owners, as the case may be, in the same manner as assessments as provided in Article V herein.

ARTICLE IX
INSURANCE

Section 9.01. Individual Coverage. By virtue of taking title to a Lot, each Owner covenants and agrees with all other Owners and with the Association that each individual Owner shall carry blanket all risk casualty insurance on the dwelling and all structures located upon the Lot, including any portion of the Common Driveway Easement Area situated on such Lot. At a minimum, such coverage shall provide coverage against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost (less a reasonable deductible) of any repair or reconstruction work in the event of damage to, or destruction of, the Common Driveway Easement Area from any insured hazard. The Board of Directors of the Association, or its duly authorized agent, shall have the authority to obtain insurance for all or any of the dwellings located on the Property, unless the Owners thereof have supplied proof of adequate coverage to the Board of Directors' satisfaction. In the event the Association obtains insurance for any Lot and/or any dwelling unit situated thereon pursuant to this Article the Association may assess the cost of such insurance against such Lot and the Owner thereof which shall be collectible in the same manner as any other assessment under Article V hereof.

Section 9.02. Common Driveway Easement Area Coverage. In the event of any loss, damage or destruction of all or any part of the Common Driveway Easement Area, the insurance proceeds therefor shall be used for the repair of the Common Driveway Easement Area in accordance with the direction of the Board of Directors. At the election of the Board of Directors, such insurance proceeds may be required to be provided to the Board of Directors for use in repairing or replacing any damaged portion of the Common Driveway Easement Area. In the event of any loss or damage to the Common Driveway Easement Area, such property must be promptly repaired by the Owners of the Lots upon which such damaged portion of the Common Driveway Easement Area is located. In the event the Owner(s) fail to promptly repair the Common Driveway Easement Area, the Board of Directors may enter the Lots to repair or replace the Common Driveway Easement Area.

To the extent reasonably available, the Association shall maintain comprehensive general liability insurance coverage covering all the Common Driveway Easement Area. Coverage limits shall be amounts generally required by private institutional mortgage investors for projects similar in construction, location and use (if any). However, such coverage shall be for at least One Million Dollars ($1,000,000.00) for bodily injury and property damage arising out of a single occurrence. Coverage under this policy shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation and maintenance or use of the Common Driveway Easement Area, and legal liability arising out of

lawsuits related to employment contracts in which the Association is a party. Such insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner or the Association because of negligent acts of the Association or other Owners. Such policies must provide that they may not be canceled or substantially modified, by any party, without at least ten (10) days' prior written notice to the Association.

ARTICLE X
PARTY FENCES AND PARTY WALLS

The rights and duties of the Owners of Lots with respect to party walls (including any flashing located upon the roof above party walls) and party fences (if any) shall be governed by the following:

Section 10.01. General Rules of Law to Apply. Each fence or wall (including any flashing located upon the roof above such wall) which is constructed as a part of the original construction on the Property and any part of which is placed on the dividing line between separate Lots, shall constitute a party fence or party wall, as applicable, and with respect to such fence or wall each of the adjoining Owners shall assume the burdens, and be subject to an easement for that portion of the fence or wall on his or her Lot, and be entitled to the benefits of these restrictive covenants and, to the extent not inconsistent herewith, the general rules of law regarding party fences and walls and of liability for property damage due to negligence or willful acts or omissions, shall apply thereto.

Section 10.02. Sharing of Repair and Maintenance and Destruction by Fire or Other Casualty. If any such party fence or party wall is damaged or destroyed by fire or other casualty or by some cause other than the act of one of the adjoining Owners, his/her agents, or family (including ordinary wear and tear and deterioration from lapse of time), then, in such event, both such adjoining Owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly, in proportion to their respective use of the party fence or party wall.

Section 10.03. Repairs of Damage Caused by One Owner. If any such party fence or party wall is damaged or destroyed through the act of one adjoining Owner or any of his/her agents or guests or members of his family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining Owner of the full use and enjoyment of such fence or wall, then the Owner responsible for such damage shall forthwith proceed to rebuild and repair the same to as good condition as formerly, without cost to the adjoining Owner.

Section 10.04. Encroachments. If any portion of a party fence or party wall shall encroach upon any adjoining Lot, by reason of reconstruction, settlement or shifting of any building, or otherwise, a valid easement for the encroachment and for the maintenance of the same as long as the building stands shall exist.

Section 10.05. Other Changes. In addition to meeting the other requirements of these restrictive covenants, and of any building code or similar regulations or ordinances, any Owner proposing to modify, make additions to or rebuild his residence in any manner which requires the extension or other alteration of any party fence or party wall, shall first obtain the written consent of the adjoining Owner.

Section 10.06. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 10.07. Dispute. In the event of a dispute between Owners with respect to the repair or rebuilding of a party fence or party wall or with respect to the sharing of the cost thereof, then, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Board of Directors who shall decide the dispute, and the decision of such Board of Directors shall be final and conclusive upon the parties.

ARTICLE XI
MANAGEMENT

Section 11.01. Management Agent. The Board of Directors may employ for the Association a professional management agent or manager (the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize in writing. Such duties and services may include, but not be limited to, the right:

(a) to establish (with the approval of the Board of Directors of the Association) and provide for the collection of the annual assessments and any other assessments provided for in this Declaration and to provide for the enforcement of liens therefor in a manner consistent with the law and the provisions of this Declaration; and

(b) to provide for the care, upkeep, maintenance and surveillance of the Common Driveway Easement Area; and

(c) to promulgate (with the approval of the Board of Directors of the Association) and enforce such rules and regulations and such restrictions or requirements, "house rules" or

the like as may be deemed proper respecting the use of the Common Driveway Easement Area; and

(d) to provide such other services (including legal and accounting services) for the Association as may be consistent with law and the provisions of this Declaration.

Section 11.02. Duration of Management Agreement. Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated with or without cause by either party upon thirty (30) days' written notice thereof to the other party. The term of any such management agreement shall not exceed one (1) year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one (1)-year periods.

ARTICLE XII
GENERAL PROVISIONS

Section 12.01. Personal Property and Real Property for Common Use. The Association may acquire, hold, and dispose of tangible and intangible personal property and real property, subject to the requirements of this Declaration. The Board of Directors, acting on behalf of the Association, will accept any real or personal property, leasehold, or other property interests within the Property conveyed to it by the Declarant.

Section 12.02. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 12.03. Limitation of Liability. The Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the Common Easement Expense funds, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the Common Driveway Easement Area, or from any wire, pipe, drain, conduit or the like. The Association shall not be liable to any member for loss or damage, by theft or otherwise, of articles which may be stored upon the Common Driveway Easement Area. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Driveway Easement Area, or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any municipal or other governmental authority.

Section 12.04. Enforcement. The Association, or any Owner, or any Mortgagee of any Lot shall have the right to enforce, by any proceeding at law and/or in equity, all restrictions, conditions, covenants, reservations, easements, liens, charges or other obligations or terms now or hereafter imposed by the provisions of this Declaration, or the Articles of Incorporation or any rule or regulation promulgated by the Association pursuant to its authority as provided in the Declaration or Articles of Incorporation. Failure by the Association or by any Owner or by any Mortgagee of any Lot to enforce any covenant or restrictions herein contained or any provision of the Articles of Incorporation or rules and regulations of the Association shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within covenants or restrictions or any provision of the Articles of Incorporation of the Association cannot be adequately remedied by action at law or exclusively by recovery of damages. If the Association, or any Owner or Mortgagee of any Lot, successfully brings an action to extinguish a violation or otherwise enforce the provisions of this Declaration or the Articles of Incorporation of the Association, the costs of such action, including legal fees, shall become a binding, personal obligation of the Owner committing or responsible for such violation, and such costs shall be collectible by the Association in the same manner as other assessments as set forth in Article V.

Without limiting the generality of the foregoing, and in addition to any other remedies available, the Association after reasonable notice, in writing, provided to the Owner, may enter any Lot to remedy any violation of the provisions of this Declaration, Articles of Incorporation or rules and regulations of the Association provided, however, that the Association may not enter the interior of any dwelling unit except in an emergency. All costs incurred by the Association in connection with such remedial actions shall be reimbursed by the Owner responsible for such violation. If such Owner fails to reimburse the Association, the Association may collect such costs in the same manner as set forth in Article V.

Section 12.05. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 12.06. Duration and Amendment. Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20)-year

period by the consent of, or an instrument in writing executed by, not less than sixty-six and two-thirds percent (66 2/3%) of the Lot Owners, voting at a duly noticed and convened meeting of the Association and thereafter, by the consent of the Owners of not less than a majority of the Lots voting at a duly noticed and convened meeting of the Association or by such Owner's execution of an instrument in writing. The notice of any meeting called at which an amendment to the Declaration may be voted on shall contain the purpose of such meeting and shall set forth the proposed amendment. Any amendment must be recorded.

Section 12.07. Consents. Any other provision of this Declaration or the Articles of Incorporation of the Association to the contrary notwithstanding, neither the members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions:

(a) abandon or terminate this Declaration unless at least sixty-seven percent (67%) of the Eligible Mortgage Holders (based upon one vote for each first mortgage owned) and Lot Owners representing ninety percent (90%) of the votes of the Association have given their prior written approval; provided, however, that the easements provided herein for use of the Common Driveway Easement Area may not be extinguished, terminated or abated (i) without the consent of all the Lot Owners and all the mortgagees holding a mortgage or deed of trust against such Lots, (ii) so long as the Zoning Regulations of the District of Columbia require such access, and (iii) without the written consent of the District of Columbia; or

(b) unless the prior written consent of fifty-one percent (51%) of the Eligible Mortgage Holders (based upon one vote for each first mortgage owned) and the requisite number of Lot Owners as provided in Section 12.06 of this Declaration has been obtained, modify or amend any material provision of this Declaration, which establish, provide for, govern or regulate any of the following:

(i) voting rights;

(ii) assessments, assessment liens or subordination of such liens;

(iii) reserves for maintenance, repair and replacement of the Common Driveway Easement Area;

(iv) insurance or fidelity bonds;

(v) rights to use of the Common Driveway Easement Area by any Owner, except in accordance with Section 3.01(b);

(vi) responsibility for maintenance and repairs;

(vii) expansion or contraction of the property subject to this Declaration or the addition, annexation or withdrawal of property to or from this Declaration;

(viii) boundaries of any Lot;

(ix) leasing of Lots;

(x) imposition of any restrictions on the rights of an Owner to sell or transfer his or her Lot;

(xi) restoration or repair of the Property (after a hazard damage or partial condemnation) in a manner other than that specified in this Declaration;

(xii) any provisions which expressly benefit mortgage holders, Eligible Mortgage Holders or insurers or guarantors.

An addition or amendment to the Declaration shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. An Eligible Mortgage Holder who receives a written request to approve such a non-material additions or amendments who fails to submit a response within thirty (30) days shall be deemed to have approved such request.

(c) substantially modify the method of determining and collecting assessments against an Owner or his Lot as provided in this Declaration, unless at least sixty-seven percent (67%) of the first mortgagees (based upon one vote for each first mortgage owned) and Owners (other than the Declarant) of the individual Lots in the Association have given their prior written approval; or

(d) waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the maintenance of the Common Driveway Easement Area, party walkways or common fences unless at least sixty-seven percent (67%) of the first mortgagees (based upon one vote for each first mortgage owned) and Owners (other than the Declarant) of the individual Lots in the Association have given their prior written approval; or

(e) use hazard insurance proceeds for losses to the Common Driveway Easement Area for other than the repair, replacement or reconstruction of such Common Driveway Easement Area, unless at least fifty-one percent (51%) of the Eligible

Mortgage Holders (based upon one vote for each first mortgage owned) and sixty-seven percent (67%) of the Owners have given their prior written approval.

Section 12.08. Additional Rights of Mortgagees - Notice. The Association shall promptly notify all Eligible Mortgage Holders who hold first mortgages on any Lot for which an assessment levied pursuant to the Declaration, or any installment thereof, becomes delinquent for a period in excess of sixty (60) days and the Association shall promptly notify any Eligible Mortgage Holder who holds a first mortgage on any Lot with respect to which any default in any other provision of this Declaration remains uncured for a period in excess of sixty (60) days following the date of such default. Any failure to give any such notice shall not affect the validity or priority of any Eligible Mortgage Holder on any Lot and the protection extended in this Declaration to the holder of any such mortgage shall not be altered, modified or diminished by reason of such failure.

No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to this Declaration except after thirty (30) days' written notice to the holder of the first mortgage on the Lot which is the subject matter of such suit or proceeding.

Section 12.09. Changes Required by Lenders; Developmental Changes. Notwithstanding any provision to the contrary contained in the Articles of Incorporation of the Association or this Declaration, the Declarant shall have and hereby reserves the right to make modifications, additions or deletions to this Declaration and the Articles of Incorporation of the Association if such modifications, additions or deletions are (i) required by VA, FHA, FHLMC or FNMA or (ii) are otherwise deemed necessary or desirable by the Declarant in connection with the development of the Property. The Declarant may make such modification, addition or deletion without the consent of any Owner or the Declarant may request any Owner to ratify such modification, addition or deletion and any Owner so requested shall be required to do so. The Declarant further reserves the right to waive in writing any exemption, right or privilege granted or reserved to the Declarant by this Declaration or the Articles of Incorporation of the Association.

Section 12.10. Successors of Declarant. Any and all rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant hereunder, or any part of them, may be assigned and transferred (exclusively or non-exclusively) by the Declarant by an instrument, in writing, without notice to the Association.

Section 12.11. No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of the Common Driveway Easement Area by any public or municipal agency, authority, or utility and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any of the Common Driveway Easement Area.

Section 12.12. Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers any Lot, any deed purporting to effect such transfer shall contain a provision incorporating by reference the covenants, restrictions, servitudes, easements, charges and liens set forth in this Declaration. However, the failure of such deed to contain such a provision shall not in any way affect the validity of this Declaration on any successor.

Section 12.13. Declarant Reserved Rights. No amendment to this Declaration may remove, revoke, or modify any right, reservation or privilege of the Declarant without the prior written consent of the Declarant.

Section 12.14. Perpetuities. If any of the covenants, restrictions, or other provisions of this Declaration shall be void, or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 12.15. Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be duly executed as of the day and year first above written, by Berens & Borges, Inc., a District of Columbia corporation, its Managing General Partner, and such Managing General Partner has caused this Declaration to be duly executed as of the day and year first above written, by Max M. Borges, its President, and attested by Kay Blemker, its Assistant Secretary, and

its corporate seal to be affixed, and does hereby appoint Max M. Borges its true and lawful attorney-in-fact to acknowledge and deliver this Declaration as their act and deed.

ATTEST:

By: _____
Print Name: Kay Blemker
Title: Assistant Secretary

[CORPORATE SEAL]

DECLARANT:

PARCEL 7 LIMITED PARTNERSHIP, a District of Columbia limited partnership

BY: Berens & Borges Inc., Managing General Partner

By: _____
Max M. Borges
President

DISTRICT OF COLUMBIA) ss:

I, Clare Conrad, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Max M. Borges who is personally well known to me as the person named as Attorney-in-Fact for Berens & Borges, Inc., the corporate Managing General Partner of the limited partnership Declarant in the foregoing instrument bearing date the 30th day of December, 1991, personally appeared before me in said jurisdiction, and as said Attorney-in-Fact and by virtue of the authority vested in him by said instrument, acknowledge said instrument to be the act and deed of said corporation and limited partnership, and that he delivered the same as such.

Witness my hand and official seal this 30th day of December, 1991.

Clare Conrad
Notary Public

[NOTARIAL SEAL]

My Commission Expires:

My Commission Expires October 31, 1995

Lots 79 through 80; inclusive, Square 912, as shown on the subdivision plat recorded in the office of the Surveyor of the District of Columbia at Book 181, Page 8.

Exhibit "A"
(Description of Property)

Exhibit "B"
(Description of Common Driveway Easement Area)

Beginning at SOUTHWEST corner of Lot 70 Square 912, THE POINT OF BEGINNING; thence NORTH 19.0 feet; thence EAST 20 feet; thence SOUTH 19.0 feet; thence WEST 20 feet, to THE POINT OF BEGINNING; containing 380.0 square feet.

Beginning at SOUTHWEST corner of Lot 71 Square 912, THE POINT OF BEGINNING; thence NORTH 18.67 feet; thence EAST 20 feet; thence SOUTH 18.67 feet; thence WEST 20 feet, to THE POINT OF BEGINNING; containing 373.4 square feet.

Beginning at SOUTHWEST corner of Lot 72 Square 912, THE POINT OF BEGINNING; thence NORTH 18.67 feet; thence EAST 20 feet; thence SOUTH 18.67 feet; thence WEST 20 feet, to THE POINT OF BEGINNING; containing 373.4 square feet.

Beginning at SOUTHWEST corner of Lot 73 Square 912, THE POINT OF BEGINNING; thence NORTH 18.66 feet; thence EAST 20 feet; thence SOUTH 18.66 feet; thence WEST 20 feet, to THE POINT OF BEGINNING; containing 373.2 square feet.

Beginning at SOUTHWEST corner of Lot 74 Square 912, THE POINT OF BEGINNING; thence NORTH 18.67 feet; thence EAST 20 feet; thence SOUTH 18.67 feet; thence WEST 20 feet, to THE POINT OF BEGINNING; containing 373.4 square feet.

Beginning at SOUTHWEST corner of Lot 75 Square 912, THE POINT OF BEGINNING; thence NORTH 18.66 feet; thence EAST 20 feet; thence SOUTH 18.66 feet; thence WEST 20 feet, to THE POINT OF BEGINNING; containing 373.2 square feet.

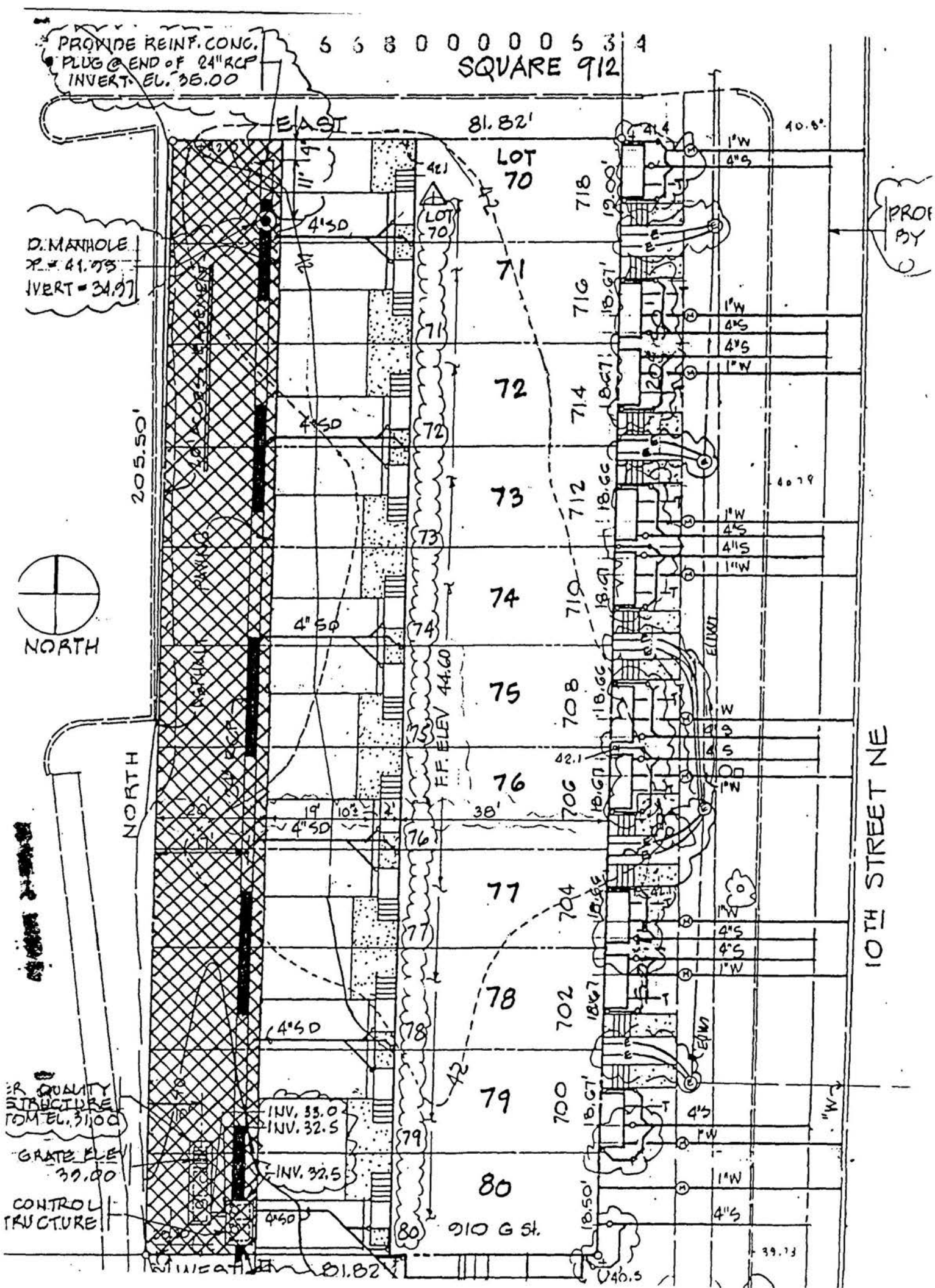
Beginning at SOUTHWEST corner of Lot 76 Square 912, THE POINT OF BEGINNING; thence NORTH 18.67 feet; thence EAST 20 feet; thence SOUTH 18.67 feet; thence WEST 20 feet, to THE POINT OF BEGINNING; containing 373.4 square feet.

Beginning at SOUTHWEST corner of Lot 77 Square 912, THE POINT OF BEGINNING; thence NORTH 18.66 feet; thence EAST 20 feet; thence SOUTH 18.66 feet; thence WEST 20 feet, to THE POINT OF BEGINNING; containing 373.2 square feet.

Beginning at SOUTHWEST corner of Lot 78 Square 912, THE POINT OF BEGINNING; thence NORTH 18.67 feet; thence EAST 20 feet; thence SOUTH 18.67 feet; thence WEST 20 feet, to THE POINT OF BEGINNING; containing 373.4 square feet.

Beginning at SOUTHWEST corner of Lot 79 Square 912, THE POINT OF BEGINNING; thence NORTH 18.67 feet; thence EAST 20 feet; thence SOUTH 18.67 feet; thence WEST 20 feet, to THE POINT OF BEGINNING; containing 373.4 square feet.

Beginning at SOUTHWEST corner of Lot 80 Square 912, THE POINT OF BEGINNING; thence NORTH 18.50 feet; thence EAST 20 feet; thence SOUTH 18.50 feet; thence WEST 20 feet, to THE POINT OF BEGINNING; containing 370.0 square feet.


PROVIDE REINF. CONC. PLUG @ END OF 24" RCP INVERT EL. 36.00
5 6 8 0 0 0 0 0 5 3 4
SQUARE 912
EAST
81.82'
LOT 70
LOT 71
LOT 72
LOT 73
LOT 74
LOT 75
LOT 76
LOT 77
LOT 78
LOT 79
LOT 80
D. MANHOLE
INVERT = 34.97
205.50'
NORTH
NORTH
F.F. ELEV 44.60
10TH STREET NE
910 G St.
INV. 33.0
INV. 32.5
INV. 32.5
GRATE ELEV 39.00
CONTROL STRUCTURE
81.82'
718
716
714
712
710
708
706
704
702
700
4"SD
1"W
4"S
18.67'
18.50'

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
BUSINESS REGULATION ADMINISTRATION

THIS IS TO CERTIFY that the pages attached hereto constitute a full, true and complete copy of:

Certificate and Articles of Incorporation of:

LINCOLN MEWS EAST PROPERTY OWNERS ASSOCIATION, INC.

as received and filed on February 24, 1992.

as the same appears of record in this office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of this office to be affixed, this the 24TH day of FEBRUARY , 1992 .

Aubrey H. Edwards
Director

James E. Kerr
Administrator

MIRIAM HELLEN JONES
Superintendent of Corporations
Corporations Division

Government of the District of Columbia
Sharon Pratt Kelly, Mayor

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
BUSINESS REGULATION ADMINISTRATION

CERTIFICATE

THIS IS TO CERTIFY that all applicable provisions of the DISTRICT OF COLUMBIA NONPROFIT CORPORATION ACT have been complied with and accordingly, this ***CERTIFICATE of INCORPORATION*** is hereby issued to

LINCOLN MEWS EAST PROPERTY OWNERS ASSOCIATION, INC.

as of ***FEBRUARY 24TH , 1992 .***

Aubrey H. Edwards
Director

James E. Kerr
Administrator
Business Regulation Administration

Miriam Hellen Jones
Superintendent of Corporations
Corporations Division

Sharon Pratt Kelly
Mayor

FILED

FEB 24 1992

BY:

ARTICLES OF INCORPORATION

OF

LINCOLN MEWS EAST PROPERTY OWNERS ASSOCIATION, INC.

TO: The Department of Consumer and
Regulatory Affairs
614 H Street, N.W.
Washington, D.C.

We, the undersigned, adult persons, acting as incorporators of a non-profit Corporation under Title 29, Chapter 5 of the District of Columbia Code, 1981 Edition, adopt the following Articles of Incorporation for such Corporation:

ARTICLE I
NAME OF CORPORATION

The name of the Corporation is Lincoln Mews East Property Owners Association, Inc.

ARTICLE II
DURATION

The period of its duration is perpetual.

ARTICLE III
POWERS AND PURPOSES

This Corporation does not contemplate pecuniary gain or profit, direct or indirect, to the members thereof, and the specific purposes for which it is formed are to provide for or assure maintenance, preservation and architectural control of the Lots and Common Driveway Easement Area described in that certain Declaration of Covenants, Conditions, Easements and Restrictions dated December 30, 1991 (the "Declaration") recorded among the Land Records of the District of Columbia on January 6, 1992, as Instrument No. 9200000499, including such additions thereto as may be hereafter brought within the jurisdiction of the Corporation, and to promote the health, safety and welfare of the Owners of the Property described in the Declaration and any additions thereto. For this purpose, the Corporation shall have the power and authority to:

(a) Exercise all of the powers and privileges and perform all of the duties and obligations of the Association as

set forth in the Declaration, as the same may be amended from time to time as therein provided, it being understood and agreed that the Declaration is incorporated herein and made a part hereof;

(b) Fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith, including all office expenses, licenses, taxes or governmental charges levied or imposed against the property of the Corporation and all other expenses incident to the conduct of the business of the Corporation;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs incurred;

(d) Borrow money, and with the assent of at least sixty-seven percent (67%) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of the real or personal property owned by the Corporation as security for money borrowed or debts incurred; and

(e) Have and exercise any and all powers, rights and privileges which a non-stock, non-profit Corporation organized under the laws of the District of Columbia may now or hereafter have or exercise.

ARTICLE IV
NO CAPITAL STOCK

The Corporation is not organized for pecuniary profit nor shall it have any power to issue certificates of stock or declare dividends, and no part of its net earnings shall inure to the benefit of any member, director, or individual except that this Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes as set forth in these Articles of Incorporation. No member shall have any personal liability for the debts or obligations of the Corporation.

ARTICLE V
MEMBERSHIP

The Corporation shall have two (2) classes of voting membership:

Class A: All Owners shall be Class A members with the exception of the Declarant (as defined in the Declaration), and

Class A members shall be entitled to one (1) vote for each Lot (as such term is defined in the Declaration) owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast by a Class A member with respect to any Lot.

Any owner who leases his Lot may, in the lease or other written instrument, assign the voting right appurtenant to that Lot to the lessee, provided that a copy of such instrument is furnished to the Corporation.

Class B: There shall initially be thirty-three (33) Class B memberships in the Corporation. This number shall be decreased by three (3) memberships for each Class A membership existing at any one time. The Class B member shall be the Declarant, its nominee or nominees, and shall include every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who shall obtain any Class B membership by specific assignment from the Declarant. The Class B member(s) shall be entitled to one (1) vote for each Class B membership. Each Class B membership shall lapse and become a nullity on the first to happen of the following events:

(i) thirty (30) days following the date on which the total authorized and outstanding votes of the Class A members equals eight (8); or

(ii) four (4) years from the date of recordation of the Declaration; provided, however, that if the Declarant is delayed in the improvement and development of the Property on account of a sewer, water or building permit moratorium or any other cause or event beyond the Declarant's control, then the aforesaid four (4)-year period shall be extended by a period of time equal to the length of the delays or three (3) years, whichever is less; or

(iii) upon the surrender of said Class B memberships by the then holders thereof for cancellation on the books of the Corporation.

Upon the lapse or surrender of the Class B memberships as provided for in this Article, the Declarant shall thereafter become a Class A member of the Corporation as to each and every Lot in which the Declarant then holds the interest otherwise required for such Class A membership.

The members of the Corporation shall have no preemptive rights, as such members, to acquire any memberships of this Corporation that may at any time be issued by the Corporation

except as may be specifically provided in these Articles of Incorporation or the By-laws of the Corporation.

ARTICLE VI
INTERNAL AFFAIRS

Provisions for the regulations of the internal affairs of the Corporation shall be set forth in the By-laws which may contain any provisions not inconsistent with the applicable laws of the District of Columbia or these Articles of Incorporation. Provisions for the distribution of assets upon dissolution or final liquidation shall be set forth in the By-laws in accordance with the applicable laws of the District of Columbia.

ARTICLE VII
AMENDMENT

Amendment of these Articles of Incorporation shall require the assent of at least sixty-seven percent (67%) of the entire membership.

ARTICLE VIII
VOTING RIGHTS

Every person or entity who is a record owner of a fee or undivided fee interest of any Lot, including contract sellers, shall be a member of the Corporation; provided that any such person or entity who or which holds such interest merely as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Corporation.

ARTICLE IX
RIGHT OF ENJOYMENT

Every Owner shall have a right and easement of enjoyment in and to the Common Driveway Easement Area which shall be appurtenant to and shall pass with the title to every Lot, for purposes of ingress and egress to and from his or her Lot.

ARTICLE X
REGISTERED OFFICE, REGISTERED AGENT

The post office address, including street and number of the registered office of the Corporation is 1730 K Street, N.W., Suite 304, Washington, D.C. 20006. The name of the Corporation's initial registered agent is John H. Clarke, whose business address is 1730 K Street, N.W.; Suite 304, Washington, D.C. 20006. The address where the Corporation conducts its principal business is 1825 K Street, N.W., Suite 1003, Washington, D.C. 20006.

ARTICLE XI
DIRECTORS

The number of directors of the Corporation shall not be less than three (3). Subject to such limitation, the number of directors shall be fixed by the By-laws and may be increased or decreased from time to time by amendments thereto. The number of directors constituting the initial Board of Directors is three (3), and the names and residence of the persons who are to serve as the initial directors are:

Name	Address
Max M. Borges	3409 Rusticway Lane Falls Church, Virginia 22044
William J. Barrow, III	1664 Michigan Avenue, N.E. Washington, D.C. 20017
Kay A. Blemker	1 East Glebe Rd #C ~~1E. Glebe Road #C~~ Alexandria, Virginia 22305

Each persons now or hereafter an incorporator, director or officer of the Corporation (and his heirs, executors, and administrators) shall be indemnified by the Corporation against all claims, liabilities, judgments, settlements, costs and expenses, including all attorneys' fees, imposed upon or reasonably incurred by him in connection with or resulting from any action, suit, proceeding or claim to which he is or may be made a party be reason of his being or having been an incorporator, director or officer of the Corporation (whether or not a director or officer at the time such costs or expenses are incurred by or imposed upon him), except in relation to matters as to which he shall have been finally adjudged in such action, suit, or proceeding to be liable for gross negligence or willful misconduct in the performance of his duties as director or officer.

In the event of any other judgement against such incorporator, director or officer or in the event of a settlement, the indemnification shall be made only if the Corporation shall be advised, in case none of the persons involved shall be or have been a director, by the Board of Directors of the Corporation, and otherwise by independent counsel to be appointed by the Board of Directors, that in its or his opinion such director or officer was not guilty of gross negligence or willful misconduct in the performance of his duty, and in the event of a settlement, that such settlement was or is in the best interest of the Corporation. If the determination is to be made by the Board of Directors, it may rely as to all

questions of law on the advice of independent counsel. Such right of indemnification shall not be deemed exclusive of any right to which he may be entitled under any by-law, agreement or otherwise.

ARTICLE XII
INCORPORATORS

The name and address of each incorporator is:

Name	Address
Max M. Borges	3409 Rusticway Lane Falls Church, VA 22044
William J. Barrow, III	1664 Michigan Avenue, N.E. Washington, DC 20017
Kay A. Blemker	1 East Glebe Rd #C KB ~~1-C E. Glebe~~ Alexandria, VA 22305

Unless it is plainly evident from the context that a different meaning is intended, all terms used herein shall have the same meaning as they are defined to have in the Declaration.

Dated: February 7, 1992

Max M. Borges

William J. Barrow, III

Kay A. Blemker

DISTRICT OF COLUMBIA) to wit:

I, ~~Clare Conrad~~ Christine F Young, a Notary Public in and for the District of Columbia, do certify that Max M. Borges, personally well known to me (or satisfactorily proven) to be the person who executed the foregoing and annexed Articles of Incorporation bearing the date 7 of February, 1992, personally appeared before me in said District and acknowledged said instrument to be his act and deed, and that he executed said instrument for the purposes therein contained.

Given under my hand this 7 day of February, 1992.

Christine F Young
Notary Public, D.C.

My commission expires:

Christine F. Young
Notary Public, District of Columbia
My Commission Expires Oct. 14, 1995

DISTRICT OF COLUMBIA) to wit:

I, Violetta E. Anderson, a Notary Public in and for the District of Columbia, do certify that William J. Barrow, III, personally well known to me (or satisfactorily proven) to be the person who executed the foregoing and annexed Articles of Incorporation bearing the date _____ of _____, 1992, personally appeared before me in said District and acknowledged said instrument to be his act and deed, and that he executed said instrument for the purposes therein contained.

Given under my hand this 20th day of February, 1992.

Violetta E. Anderson
Notary Public, D.C.

My commission expires:

Violetta E. Anderson
Notary Public, District of Columbia
My Commission Expires May 14, 1995

Violetta E. Anderson
Notary Public, District of Columbia
My Commission Expires May 14, 1995

DISTRICT OF COLUMBIA) to wit:

I, ~~Clare Conrad~~ Christine F Young, a Notary Public in and for the District of Columbia, do certify that Kay A. Blemker, personally well known to me (or satisfactorily proven) to be the person who executed the foregoing and annexed Articles of Incorporation bearing the date 7 of February, 1992, personally appeared before me in said District and acknowledged said instrument to be her act and deed, and that she executed said instrument for the purposes therein contained.

Christine F Young
Notary Public, D.C.

Christine F. Young
Notary Public, District of Columbia
My Commission Expires Oct. 14, 1996

My commission expires:

