Recording requested.
After recording please return to:

Shaw Pittman, LLP
2300 N Street, NW
Washington, DC 30027-1128
Attn: John Epting, Esq.

RECEIVED
D.C. OFFICE OF ZONING
2005 JUN 22 AM 9:15

DEED, COVENANT AND MAINTENANCE AGREEMENT

THIS DEED, COVENANT AND MAINTENANCE AGREEMENT (this "Deed") is made as of _____, 200_ by and among **HERBERT S. MILLER** ("Grantor"), and _____ and _____ (collectively, "Grantee").

WITNESSETH:

For and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, bargain, sell and convey, WITH SPECIAL WARRANTY OF TITLE, unto Grantee, in fee simple, all that land and premises located in Washington, D.C., and more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").

TOGETHER WITH all improvements located in or on said property;

TOGETHER WITH all water, sewer, utility and development rights now or hereafter allocated or allocable to said property;

TOGETHER WITH all right, title and interest of Grantor in and to any land lying in the bed of any public and private streets, roads, highways, avenues, alleys, ways, waterways and creeks adjacent to said property; and

TOGETHER WITH all the rights, privileges, appurtenances and advantages thereunto belonging or appertaining.

TO HAVE AND TO HOLD the same unto the use and benefit of Grantee, its successors and assigns forever.

Grantor hereby covenants and agrees to provide Grantee, its successors and assigns, promptly following its receipt of request, such further assurances of the conveyances made pursuant to this Deed as shall be reasonably requested.

SUBJECT TO THE FOLLOWING:

BZA
Case No. 17387
Exhibit No. 12

Board of Zoning Adjustment
District of Columbia
CASE NO. 17387
EXHIBIT NO. 12

Grantee agrees not to construct or install any of the following, without limitation, on the Property: any house, garage, building, addition, porch, balcony, patio, sunroom, enclosure, awning, pergola, arbor, gazebo, green house, fence, swimming pool, lap pool, hot tub, spa, outbuilding, studio, workshop, shed, tree house or play house, pond, fountain, antenna or satellite dish, flag pole, or any other structure.

Grantee agrees to maintain the exterior façade of the east facing common wall between the Property and Grantor's house having an address of ____ Q Street, NW, Washington, DC in accordance with the plans attached as Exhibit B. Grantor agrees to maintain the existing landscaping of the Property consistent with the plans and specification sets forth on Exhibit B.

Grantee agrees that within three (3) months following the date hereof Grantee shall file to have the Property combined into a single assessment and taxation lot together with Grantee's other real property described on Exhibit C. Grantee hereby covenants and agrees that Grantee shall not convey the Property to any other person or entity other than to any transferee of Grantee's other real property described on Exhibit C.

Grantor shall have the right to take such action as Grantor, in Grantor's reasonable discretion, determines to be necessary or appropriate to enforce the covenants and restrictions set forth in this instrument. Grantor shall be entitled to pursue any cause of action which may be available to Grantor at law or in equity to prevent or correct any breach, or threatened or potential breach, of such covenants and restrictions, including (without limitation) obtaining temporary and/or permanent injunctive relief to prevent or rectify any breach of this instrument.

Grantee agrees to refer to or incorporate the terms of this instrument in any deed, sales contract or other legal instrument by which Grantee divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Moreover, in any deed conveying all or any part of the Property, this instrument shall be referenced by Deed Book and Page Number or Instrument Number, as applicable. The failure of Grantee to perform any act required by this paragraph shall not impair the validity of this instrument.

This instrument shall be binding upon Grantee, its personal representatives, heirs, successors, and assigns, and any future owner of all or any portion of the Property, and shall constitute a servitude upon and touching the Property and shall continue as a servitude running in perpetuity with the Property. The terms and conditions of this instrument constitute real covenants, running with the land.

The grant of the restrictions, easements, rights, privileges and agreements set forth herein shall continue in perpetuity.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed under seal as of the date first above written.

GRANTOR:

_____
Herbert S. Miller

District of Columbia) ss:

I, _____, a notary public in and for the District of Columbia, do hereby certify that Herbert S. Miller, party to a certain instrument bearing the date of _____, 200_, and hereto annexed, personally appeared before me in the District of Columbia and, being personally well known to me as the person who executed the said instrument, acknowledged the same to be his act and deed.

Given under my hand and seal this ___ day of _____, 200_.

_____
(Notary Seal) Notary Public

My Commission Expires: _____

GRANTEE:

_____

_____

_____

_____

District of Columbia) ss:

I, _____, a notary public in and for the District of Columbia, do hereby certify that _____, party to a certain instrument bearing the date of _____, 200_, and hereto annexed, personally appeared before me in the District of Columbia and, being personally well known to me as the person who executed the said instrument, acknowledged the same to be his act and deed.

Given under my hand and seal this ___ day of _____, 200_.

_____

(Notary Seal) Notary Public

My Commission Expires: _____

District of Columbia) ss:

I, _____, a notary public in and for the District of Columbia, do hereby certify that _____, party to a certain instrument bearing the date of _____, 200_, and hereto annexed, personally appeared before me in the District of Columbia and, being personally well known to me as the person who executed the said instrument, acknowledged the same to be her act and deed.

Given under my hand and seal this ___ day of _____, 200_.

_____

(Notary Seal) Notary Public

My Commission Expires: _____

Exhibit A

Property Description

Exhibit B

Landscaping Plans and Specifications

Exhibit C

Grantee's Adjacent Real Property