

Exhibit G



LT1-5-2014006140-1



LT2-0-0-6

DECLARATION OF COVENANTS

For Prohibiting Residents of 1919 14th Street, NW from Applying for Residential Parking Permits

THIS DECLARATION OF COVENANTS (the "Declaration") is made, entered into, and declared as of this 1st day of January 2014, by 1919 14th Street, LLC (the "Declarant"), and its successors and assigns for the benefit of the DISTRICT OF COLUMBIA, a municipal corporation ("District"),

RECITALS

A. Declarant is the holder of a 99-year ground lease for certain real property located in the District of Columbia with the address of 1919 14th Street, N.W., Washington, D.C. and known as Lot 0203 in Square 0237, and more fully described on Exhibit A (the "Property").

B. The Declarant built a 7 story building, with 144 apartments and ground floor commercial space (the "Building") and has applied for a Certificate of Occupancy.

C. The construction of the Building required the grant of special exception and variance relief, which was approved by the Board of Zoning Adjustment on May 16, 2012 (BZA # 18306) ("BZA Order") subject to certain conditions.

D. The first of these conditions Condition #1 stated:

"The Application shall include language in all documents related to the lease or sale of the residential units that residents of the building are prohibited from applying for residential permit parking stickers from the District of Columbia, regardless of the building's ownership, and for the life of the building. Prior to the issuance of a Certificate of Occupancy for the building, the Application shall record a covenant, satisfactory to the Office of the Attorney General, binding any future owners of the building and any of its residential units to include this restriction in any future leases or sales agreements."

E. Declarant, by this Declaration, desires to make this covenant and record it among the Land Records.

NOW, THEREFORE, for and in consideration of the foregoing, Declarant covenants, agrees and warrants that the Property and Building are, and shall be, held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, and provisions hereinafter set forth.

1. The foregoing Recitals and attached exhibits are all hereby incorporated in and made a part of this Declaration to the same extent as if herein set forth in full, provided however, that said Recitals shall not be deemed to modify the express provisions hereinafter set forth.

2. The provisions of this Declaration shall be deemed covenants running with the Property and Building, and shall bind Declarant and its heirs, successors and/or assigns. When Declarant ceases to own an interest in the Property and/or the Building, the rights, warranties, and obligations under this Declaration shall become the rights, warranties, and obligations of the successor-in-ownership and interest as to the Property and/or the Building.

3. The Declarant will include in its standard residential apartment lease for the Building (now named The Harper), and in any other lease or agreement granting to any third party the right to occupy as a residential tenant any portion of the Building, the following provision:

"XVV. PROHIBITION FROM APPLYING FOR A RESIDENTIAL PARKING PERMIT

The construction of the Harper was authorized by an Order of the Board of Zoning Adjustment, which granted zoning relief, including a parking variance. The zoning relief granted was made subject to certain conditions. One of conditions required a provision in each residential lease or sales agreement prohibiting the lessee or purchaser from applying for a residential parking permit. PLEASE NOTE: As a resident at The Harper, you are prohibited from applying for a residential parking permit from the District of Columbia, regardless of The Harper's ownership, and for the life of the Building."

4. If the Building is ever converted to a condominium or cooperative regime, and the apartments are sold individually, the Declarant and any successor-in-ownership party shall include the language in #3 above in any sales contract and/or materials and in any condominium declaration to be recorded covering the Building and/or the Property.

5. This Declaration shall remain in full force and effect for as long as the Building shall exist, and the covenants contained herein shall be binding upon any future owners of the Building both individually and collectively. At such time as the Building ceases to exist, so that the covenants are no longer required, this Declaration shall be extinguished by recordation of an appropriate instrument executed by the Declarant (or its successors or assigns in interest) in a form approved for legal sufficiency by the Office of the Attorney General for the District of Columbia ("OAG") and recorded among the Land Records.

6. The covenants contained herein are, and shall be, construed as real covenants and shall run with the land and shall bind Declarant and its successors or assigns. Every promise, undertaking, agreement, and covenant herein contained on the part of Declarant to be carried out and performed shall be binding upon the Declarant, its heirs, executors, administrators, successors and assigns, and shall be binding upon any person hereafter having any right, title, interest in or to the Property

7. Declarant shall, at its sole expense, comply with all provisions of this Declaration regardless of any conflicting requirements in any other covenant, easement, or other legal document recorded or unrecorded against the Property. Neither the entering into of this

Declaration nor performance hereunder will constitute or result in a violation or breach by Declarant of any other agreement or order which is binding on the Property.

8. To the extent the Declarant is an entity, the Declarant warrants that it is (i) duly organized, validly existing and in good standing under the laws of its state of jurisdiction and is qualified to do business and is in good standing under the laws of the District of Columbia, (ii) is authorized to perform under this Declaration and (iii) has all necessary power to execute and deliver this Declaration.

9. The District shall have the right to specifically enforce the covenants contained in this Declaration.

10. This Declaration may be executed in one or more counterparts, which counterparts, when taken together, shall constitute a single, binding instrument.

11. This Declaration shall be governed by, construed and enforced in accordance with the laws of the District of Columbia.

12. Declarant shall, at its cost and expense, properly record this Declaration with the Recorder of Deeds.

13. This Declaration has been duly executed and delivered by the Declarant, and constitutes the legal, valid, and binding obligations of the Declarant, enforceable against the Declarant and its successors and assigns, in accordance with its terms.

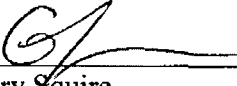
14. If any of the covenants, conditions or terms of this Declaration shall be found void or unenforceable for whatever reason by any court of law or of equity, then every other covenant, condition or term herein set forth shall remain valid and binding.

[SIGNATURES ON FOLLOWING PAGES]

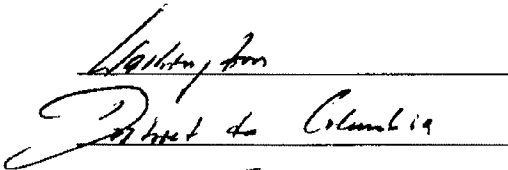
IN WITNESS WHEREOF, 1919 14th Street, LLC, the ground lessee of 1919 14th Street, N.W., Washington D.C., has, as of the day and year first above written, executed this Declaration of Covenants.

1919 14th Street, LLC

By: KS Wallach, LLC
Managing Member

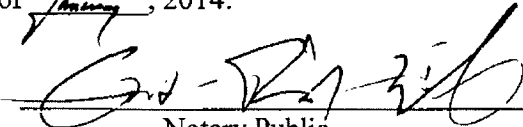


Gary Squire,
Managing Member


_____))
_____) ss:
_____))

I, Ernst-Friedrich Ziegler, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Gary Squire, party to the foregoing Declaration of Covenants, personally appeared before me and, being personally well known to me, who has been appointed its attorney-in-fact and has acknowledged said Declaration of Covenants to be the act and deed of 1919 14th Street, LLC, and that he delivered the same as such.

GIVEN under my hand and seal this 17th day of January, 2014.



Notary Public

My commission expires:

[NOTARIAL SEAL]

Ernst-Friedrich Ziegler
Notary Public, District of Columbia
My Commission Expires 09/14/2014

APPROVED AS TO LEGAL SUFFICIENCY:



Alan Bergstein, Section Chief
Land Use and Public Works Section
Office of the Attorney General for the District of Columbia

Date: 1-17-14

EXHIBIT A

LEGAL DESCRIPTION

All of those certain lots or parcels of land situated, lying and being in the District of Columbia, and being more particularly described as follows:

Lot 203 in Square 237 in a subdivision made by Patricia H. Lin, Trustee, as per plat recorded in Lier 206 at folio 61 in the Office of the Surveyor for the District of Columbia.

BEING all of the same property that is described in the Ground Lease dated as of August 26, 2011 from Ronald Hurston, Patricia H. Lin Revocable Trust, Stephen F.J. Ornstein, and Susan Flemming, trading as "14th Street Properties", as Landlord, and 1919 14th Street, LLC, a District of Columbia limited liability company, as Tenant, and in the Memorandum Of Ground Lease recorded with the District of Columbia Recorder of Deeds.

Doc# 2014006140 Fees:\$31.50
01/17/2014 2:13PM Pages 6
Filed & Recorded in Official Records of
WASH DC RECORDER OF DEEDS IDA WILLIAMS

RECORDING
SURCHARGE

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25.00
6.50