

# Exhibit 7

Collier, Shannon, Rill & Scott  
Attorneys-at-Law

1055 Thomas Jefferson Street, N. W.  
Washington, D. C. 20007

Telephone: (202) 342-8400  
Telecopier: (202) 338-5534  
Telex: 440665 CSRS UI  
Writer's Direct Dial Number  
202/342-8410

April 14, 1989

Robert A. Collier (1917-1984)  
Thomas F. Shannon  
James F. Rill  
William W. Scott  
David A. Hartquist  
Richard S. Silverman  
R. Timothy Columbus  
Lauren R. Howard  
Paul D. Cullen  
Kathleen E. McDermott  
Michael D. Sherman  
Mark L. Austrian  
Jeffrey W. King  
Joel Yohalem  
John B. Williams  
Paul C. Rosenthal  
Gary Jay Kushner  
James R. Loftis, III  
John L. Wittenborn  
Jeffrey L. Leiter  
Michael R. Kershow  
Jeffrey S. Beckington

of Counsel  
Michael R. McLeod  
Alexander J. Pires, Jr.

Judith L. Oldham  
Patrick B. Fazzone  
Jeanne M. Forch  
Laurence J. Lasoff  
Christopher J. MacAvoy  
Kathleen Weaver Cannon  
Patrick J. Coyne  
Daniel J. Harrold  
Gary L. Melampy  
T. Michael Jankowski  
Carol A. Mitchell  
K. Michael O'Connell  
Mark D. Dopp  
Mary T. Staley  
Robert M. Huber  
R. Randal Black  
Marcy M. Rehberger  
J. Keith Ausbrook  
Gerard P. Fox  
Rosanne A. Hurwitz  
Lawrence I. Sperling  
Robin H. Gilbert  
A. Abigail Payne  
Lisa A. Hallee  
William M. Guerry, Jr.  
Bernard A. Nigro, Jr.  
Nicholas D. Giordano

Mr. Charles T. Langpaul  
President  
NV Homes  
7601 Lewinsville Road  
Suite 100  
McLean, Virginia 22101

Dear Mr. Langpaul:

On behalf of the residents of Foxhall Crescents, as well as the Coalition for Planned Environmental Development, Inc. ("CPED"), we hereby remind NV Homes, for the record, of its requirement to abide by the agreements reached between CPED and Alan I. Kay Company with respect to the development of the Rockefeller Estate tract. The agreements are dated June 15, 1978, June 7, 1983, and January 3, 1985. Copies of each are enclosed.

With respect to these agreements, although we seek compliance with them in toto, we are particularly concerned over the following provisions:

1. Undisturbed Perimeter shall be maintained by the developer not less than 30 feet around the entire property, measured from the exterior property line. (It should be pointed out that the property line begins approximately ten feet from the curb.)
2. The agreement calls for an Undisturbed Internal Area. In the two presentations to residents of Foxhall Crescents by NV Homes officials, the Undisturbed Internal Area was not identified. We believe it is important to address this issue on a timely basis.
3. The Undisturbed Perimeter and the Undisturbed Internal Area shall constitute no less than 30 percent of the entire property.

4. Within the Undisturbed Perimeter and the Undisturbed Internal Area are a number of restrictions, all shown in the agreement.
5. Tree removal and replacement. Restrictions are identified in the agreement.
6. Surface Drainage. There exists at the present time an unresolved drainage problem on the site. This is of prime concern to Foxhall Crescents and should be to you. The Alan I. Kay Company completely understructured drainage facilities.
7. Grading. In the near future we will ask that our representative meet with you to review your plans for grading and filling the site. Compliance with the provisions of the agreement may well be a complex matter, so we prefer to approach this issue in a way so as to benefit Foxhall Crescents, CPED, and NV Homes.

As you know, the original site plans required approval by the District under the Large Tract Development program. Any modifications to the agreement that may occur will be presented to the District for Large Tract Development review.

We look forward to hearing from you.

Sincerely,

  
THOMAS F. SHANNON

Enclosures

cc: Mr. Peter Work, Esq.

# **Exhibit 8**

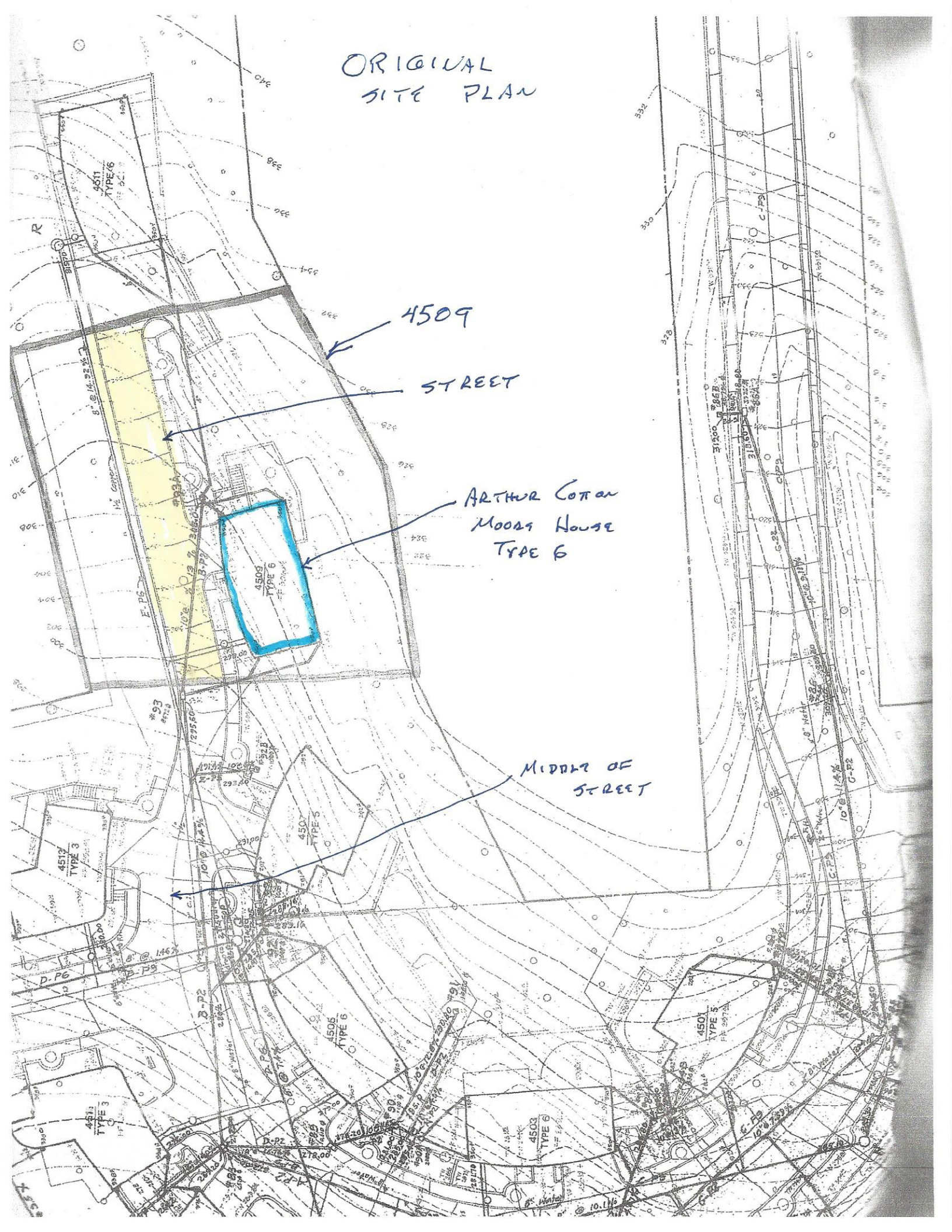
ORIGINAL  
SITE PLAN

4509

STREET

ARTHUR COOK  
MOORE HOUSE  
TYPE 6

MIDDLE OF  
STREET



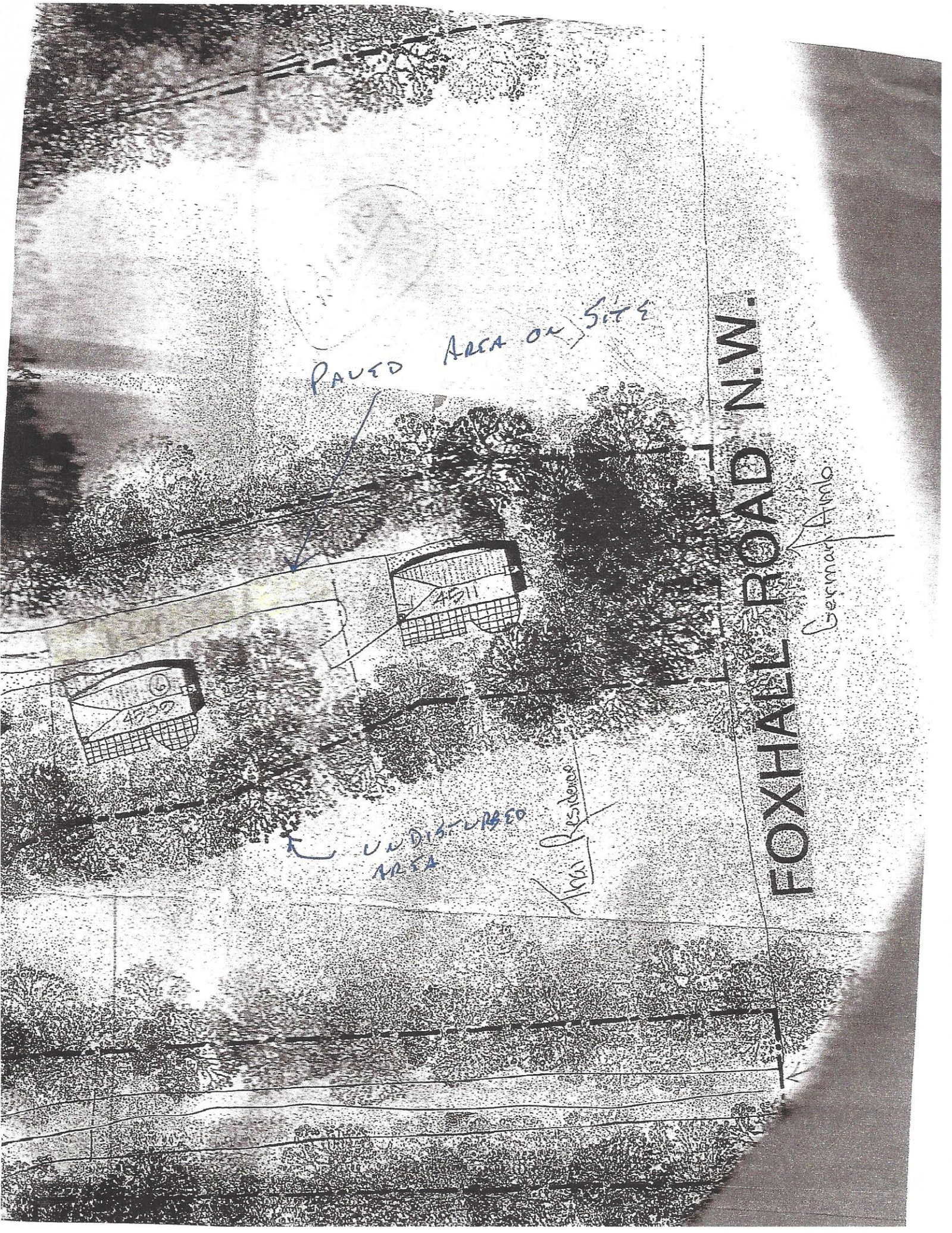
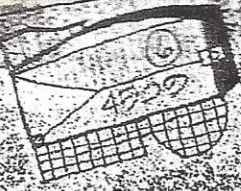
PAVED AREA ON SITE

FOXHALL ROAD N.W.

German Amb

UNDISTURBED AREA

1961 Residence



# **Exhibit 9**

**MULTIPLE BUILDING**

**COVENANT**

**8/30/1979**



11/17/14 11:38 -

Please mail to:  
Wynne T. Parks  
Richard J. Blount, Jr.  
1100 Pennsylvania Ave. NW  
Washington, DC 20004

*Richard J. Blount, Jr.*

SEP 20 9 55 AM '13

31748

10/1/13  
1/1/13

10/1/13  
1/1/13

*Richard J. Blount, Jr.*

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY

*Jode Williams*

Recorder of Deeds, D.C.

JAN 23 2014

MULTIPLE BUILDING COVENANT

THIS COVENANT is made this 30<sup>th</sup> day of August 1979, by POXNALL-ROZANSKY AND KAY, INC., a District of Columbia corporation (the "Corporation"), ALAN I. KAY, TRUSTEE ("Kay"), and EUNICE R. SHRIVER ("Shriver") (the Corporation, Kay and Shriver collectively referred to herein as the "Owners"). The Owners hereby make this Covenant and hereby specify that such Covenant shall constitute a covenant to run with the land, as provided by law, and shall be binding on all parties and persons claiming under it, and for the benefit of and limitations on all future owners of the property described below and for the benefit of the District of Columbia.

RECITALS

A. The Corporation is the record owner in fee simple of land situated in the District of Columbia and more particularly described as set forth in EXHIBIT A attached hereto ("Parcel 1").

B. Kay is the record owner in fee simple of land situated in the District of Columbia and more particularly described in EXHIBIT B attached hereto ("Parcel 2").

C. Shriver is the record owner in fee simple of land situated in the District of Columbia and more particularly described in EXHIBIT C attached hereto ("Parcel 3"). For purposes of this Covenant, Parcel 1, Parcel 2 and Parcel 3 are collectively referred to as the "Subject Property."

D. The Corporation and Kay desire to erect no more than one hundred twenty-six (126) single-family dwellings on the Subject Property. Shriver owns an existing dwelling on Parcel 3. The dwellings to be erected and the existing dwelling are hereinafter collectively referred to as the "Dwellings."

E. The Subject Property is subject to projected streets appearing on the Permanent Highway Plan. Under the provisions of D.C. Code § 7-109 the Surveyor is not permitted to record any subdivision of land subject to a projected street appearing on the Permanent Highway Plan.

F. Section 7615 of the Zoning Regulations provides for certain exceptions to building lot controls under which two or more principal buildings or structures may be erected on a single lot.

G. Section 7615 requires the owner to submit satisfactory evidence that all applicable Zoning Regulations will be complied with.

H. The Corporation and Kay submitted the required drawings and official building plat to the Zoning Administrator, including the location of common easements to assure appropriate pedestrian and vehicular access from each Dwelling to a street and that adequate access is provided for fire protection and other purposes. A plat entitled "PAVED AREAS CR 8," and showing the approximate location of common easements for vehicular and pedestrian access for fire protection and other purposes is attached hereto as EXHIBIT D.

I. The Zoning Administrator has determined that the buildings will be in compliance with the Zoning Regulations.

J. The Subject Property together with the approximate location and extent of common easements for water, sewer, drainage and electricity are shown on a plat entitled "UTILITY EASEMENTS PLAT DWG 5452-20" and attached hereto as EXHIBIT E.

K. Section 108.7 of the Building Code requires that, in granting permission for more than one principal building or structure located on a single lot, the owner of said property enter into a covenant as hereinafter set forth.

L. The fee title to any Estate in the Subject Property is to be conveyed subject to the provisions of this Covenant.

NOW, THEREFORE, for and in consideration of the issuance of permits by the District to the Corporation and pay for the erection and/or maintenance of Dwellings on the Subject Property, Owners do hereby covenant and agree for itself and its successors and assigns to and for the benefit of the District of Columbia as follows:

1. Compliance with Applicable Laws.

In the event any one or more of the Dwellings are conveyed, the Dwellings so conveyed and those remaining shall be made to comply with all applicable requirements of the Regulations enforced by the Building and Zoning Regulation Administration of the Department of Housing and Community Development and with all District of Columbia laws and regulations on the date of said conveyance.

2. Establishment of Easements.

Owners will and by these presents do hereby establish and constitute the areas the location of which are shown on the plans attached hereto as EXHIBITS D and E as common easement areas for the purpose of providing rights of way for access, fire protection and rights of way for utilities and other such purposes for the benefit of the owners of the Dwellings existing or to be erected on the Subject Property, their invitees and licensees. Owners covenant that, following the completion of the Dwellings and installation of the access and utility easements, this Covenant will be amended by the addition of metes and bounds descriptions more particularly defining the easements hereby established.

3. Maintenance of Common Areas.

The maintenance and upkeep of the common easement areas shall continue in the event of the conveyance of one or more Dwellings to be the joint and several responsibility of the Owners or the successors or assigns of the interest of the Owners, or any of them. The owners of Dwellings on the Subject Property shall share equally in the cost of maintaining the common easement areas.

4. Perpetual Easement.

The easements hereby created shall be perpetual and may not be extinguished without the written consent of the District of Columbia.

5. Paving of Access Easement.

Those parts of the common easement areas which are identified on EXHIBIT D as being for vehicular access shall be paved with materials which form an all-weather, impervious surface and shall be kept unobstructed and maintained in a condition suitable for the purpose for which they are constituted.

6. Not a Subdivision.

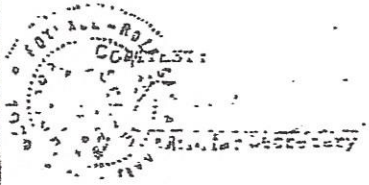
The Subject Property may not be separated into numerous subdivided lots as a result of the provisions of D.C. Code § 7-109. Each Dwelling shall, upon conveyance by any of the Owners to a third party, be assigned a separate designation for purposes of Assessment and Taxation. The Subject Property now consists of three Assessment and Taxation lots.

7. Covenants Run with the Land.

The covenants contained herein are and shall be construed as real covenants and shall run with the land and shall bind the parties hereto, their successors, heirs, executors, administrators or assigns. The owners of the Dwelling shall be entitled to enforce the covenants herein contained.

IN WITNESS WHEREOF, on the day and year first hereinabove written, FOXHALL-ROZANSKY AND KAY, INC. has caused these presents to be signed with its corporate name by Alan I. Kay, its President, attested by Allan E. Rozansky, its Secretary and its corporate seal to be hereunto affixed and does hereby constitute and appoint Alan I. Kay its true and lawful attorney-in-fact for it and in its name to appear before any officer authorized by law to take and certify acknowledgements and then and thereto acknowledge and deliver these presents as its act and deed; and witness the names and seals of Alan I. Kay, Trustee, and Eunice K. Shriver as of the day and year hereinbefore written.

FOXHALL-ROZANSKY AND KAY, INC.



*[Signature]*  
 Alan I. Kay, President

IN THE PRESENCE OF:

*[Signature]*

*[Signature]* (SEAL)  
 Alan I. Kay, Trustee

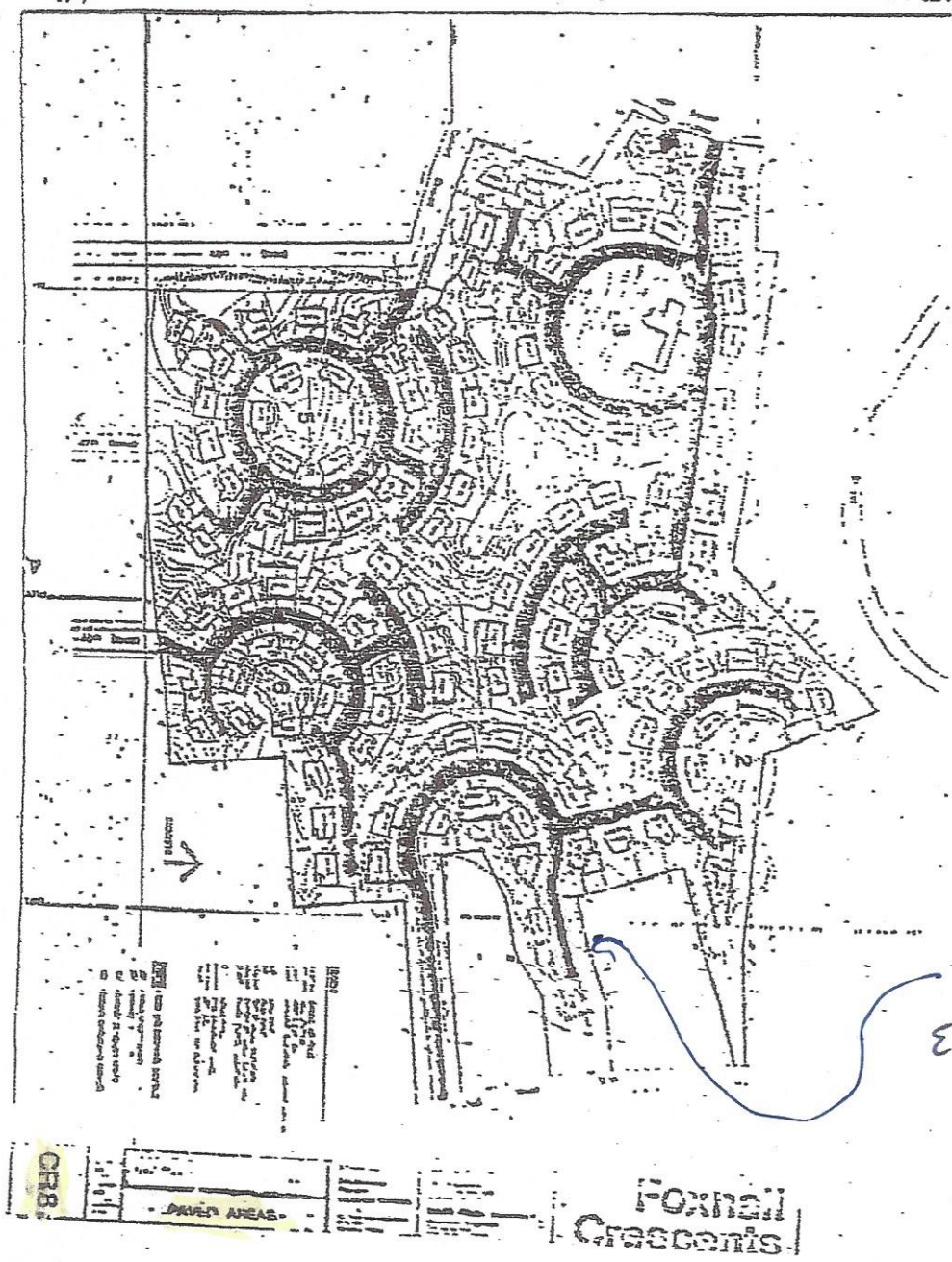
*[Signature]*

*[Signature]* (SEAL)  
 Eunice K. Shriver

STATE OF Maryland ;  
 COUNTY OF Prince George's ; SS:

I, Beth W. Luper, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Alan I. Kay, who is named as attorney-in-fact for FOXHALL-ROZANSKY AND KAY, INC., party to the foregoing and attached Covenant, bearing date the 30 day of August, 1979, personally appeared before me and the said Alan I. Kay being personally well known to me as the person

to the execution of the foregoing and attached Covenant.



PAVED AREA  
THROUGH 4509  
EXHIBIT D