

Exhibit 2

Email (September 25, 2024 – DOB)



Courtney Bolin <courtneyannebolin@gmail.com>

Re: Question About ADU Construction on Neighboring Lot

DC Department of Buildings <dob@dc.gov>

Wed, Sep 25, 2024 at 3:07 PM

Reply-To: dob@dc.gov

To: courtneyannebolin@gmail.com

Good afternoon

I was not able to view the approved plans on eRecords. I reached out to DOB's OIS (IT) team to help ensure those plans are published for public viewing. I would check online tomorrow to see if it's they're available.

Thanks

Kolas

Kolas Elion | *Project Manager, Office of Construction and Building Standards*

The Department of Buildings

kolas.elion@dc.gov | 1100 4th St SW, DC 20024

main: 202.671.3500 | desk: 202.221.8536 | cell: 202.506.0357

dob.dc.gov



On Tue, Sep 24, 2024 at 4:06 PM <courtneyannebolin@gmail.com> wrote:

CAUTION: This email originated from outside of the DC Government. Do not click on links or open attachments unless you recognize the sender and know that the content is safe. If you believe that this email is suspicious, please forward to phishing@dc.gov for additional analysis by OCTO Security Operations Center (SOC).

Hi Kolas,

I am still not able to review anything on eRecords. Were you able to view the approved plans?

Courtney

On Thu, Sep 19, 2024 at 3:54 PM <courtneyannebolin@gmail.com> wrote:

CAUTION: This email originated from outside of the DC Government. Do not click on links or open attachments unless you recognize the sender and know that the content is safe. If you believe that this email is suspicious, please forward to phishing@dc.gov for additional analysis by OCTO Security Operations Center (SOC).

Thank you so much!

On Thu, Sep 19, 2024 at 3:06 PM <dob@dc.gov> wrote:

Good morning

I've attached a copy of the neighbor notification form that was previously sent to you. I also double checked the eRecords database and was unable to locate the approved plans; I've sent a request to the technical team to have them address this issue and work on pushing those plans over to that database for public viewing. From my understanding the updating of eRecords happens overnight so could take a day or two for the files to be made available. Your concerns regarding location and size of the structure would be addressed by the Office of Zoning ((202) 727-6311), you can reference permit number B2309496 and they should be able to give you more detailed information to further address your concerns.

Thanks

Kolas

On Thu, Sep 19, 2024 at 2:50 PM <kolas.elion@dc.gov> wrote:

Exhibit 3

Email (October 4, 2024 – DOB)



Courtney Bolin <courtneyannebolin@gmail.com>

Re: Zoning Questions - 3021 15TH ST NE

DC Department of Buildings <dob@dc.gov>

Fri, Oct 4, 2024 at 12:51 PM

Reply-To: dob@dc.gov

To: courtneyannebolin@gmail.com

Good afternoon Courtney Bolin,

Thank you for contacting the Department of Buildings (DOB). My name is **Edwin Andino** and I am in receipt of your inquiry which has been routed to the Office of Zoning Administration (OZA) for review and follow up. My understanding is that you are inquiring about a property located at **3021 15TH ST NE** (which is located in the **R-1B** Zone) and zoning questions related to the approved permit no.: **B2309496**

I spoke to my supervisor(cc'd), as well as the Zoning Administrator(cc'd), and the Deputy Zoning Administrator(cc'd) regarding your questions, and they agree with the determination of the original permit reviewer, Mr. Daniel Calhoun, that the approved permit set does demonstrate compliance with the Zoning Regulations for the proposed Accessory Structure.

As discussed in our phone conversation, the side yard setback development standards of Subtitle D § 208.2 do not apply to Accessory Structures because accessory structures have their own development standards found in 11-DCMR Subtitle D Chapter 50. The key points found in chapter 50 are the following:

11-DCMR Subtitle D § 5001.1: The development standards in Subtitle D, Chapter 2, shall apply to accessory buildings in the R zones **except as specifically modified** by this chapter. **In the event of a conflict between the provisions of this chapter and other regulations of this title, the provisions of this chapter shall control.**

So the development standards of Chapter 2 are overridden by Chapter 50, and in the event of a conflict, Chapter 50 regulations are the ones that apply to the Accessory Structure.

The Accessory Structure also appears to be within the maximum building area of 450 SF, since the existing structure is approximately 385 SF in size. As we discussed over the phone, if the footprint has enlarged, then that would require a revision to the building permit. However, even if they demolished the existing structure and rebuilt it, that would not technically be exceeding the scope of the permit because it is an Accessory Structure that meets all of the development standards for the R-1B zone, and could be approved outright if a new permit application were submitted today for a new Accessory Structure. The existing structure does not contain any non-conformities, and the approval does not rely on the existing structure remaining.

You also brought up the point about Subtitle D § 208.2 containing language specifically referring to detached structures, however, this refers to a **detached principal structure**, as opposed to a **semi-detached** or **attached principal structure** as can be found in Subtitle D §§ 208.3, 208.4, and 208.5. Not all of the principal structures found in the R-1B Zones across the District are detached, and therefore, these sections provide for the applicable regulations for those properties that are not Detached Structures. Again, this section does not apply to Accessory Structures, since this section is specifically modified by Chapter 50.

I hope this information is helpful, and please let me know if you have any other questions

Regards,

Edwin Andino | Zoning Technician, Office of Zoning Administration

The Department of Buildings

edwin.andino@dc.gov | 1100 4th St SW, DC 20024

main: 202.671.3500 | cell: 202.709.0538

dob.dc.gov



On Fri, Oct 4, 2024 at 2:11 PM <[+17044770761](tel:17044770761)> wrote:

Transferred Voice Message

Exhibit 4

Email (October 7, 2024 – Bolin)



Courtney Bolin <courtneyannebolin@gmail.com>

Re: Zoning Questions - 3021 15TH ST NE

Courtney Bolin <courtneyannebolin@gmail.com>

Mon, Oct 7, 2024 at 9:20 PM

To: dob@dc.gov

Cc: mamadou.ndaw@dc.gov, kathleen.beeton@dc.gov, elisa.vitale@dc.gov, daniel.calhoun@dc.gov

Thank you, Mr. Andino.

I appreciate the time you spent speaking with me last week. I've prepared a letter explaining why I disagree with your reading of the Regulations and I have responded with some brief notes inserted into the text of your email (see blue font below). Would you please consider the attached letter and pass it along to the Office of Zoning Administration?

If you still disagree, may we request a brief pause in the permitted construction while we look into the fire safety issue I asked about? As I mentioned, I am very concerned about a covenant between the 3021 15th St NE homeowners and the district that names our property (attached here)--my husband and I were not informed of this covenant. The covenant appears to place special building material restrictions on the proposed ADU for fire safety reasoned cause by building so close to our home. We have a wooden home with wooden siding and old windows--in the event of a fire in the ADU, our home would not be safe and would be very likely to catch fire. I want to understand the implications of the new construction, but I have not been able to get in contact with the right person to answer my questions yet. Over the weekend, we spoke to our neighbors and they were understanding of our concerns. We gave them notice that we needed some time to look into the issue, but they poured a concrete foundation today.

Thank you,
Courtney

On Fri, Oct 4, 2024 at 1:04 PM DC Department of Buildings <dob@dc.gov> wrote:

Good afternoon Courtney Bolin,

Thank you for contacting the Department of Buildings (DOB). My name is **Edwin Andino** and I am in receipt of your inquiry which has been routed to the Office of Zoning Administration (OZA) for review and follow up. My understanding is that you are inquiring about a property located at **3021 15TH ST NE** (which is located in the **R-1B** Zone) and zoning questions related to the approved permit no.: **B2309496**

I spoke to my supervisor(cc'd), as well as the Zoning Administrator(cc'd), and the Deputy Zoning Administrator(cc'd) regarding your questions, and they agree with the determination of the original permit reviewer, Mr. Daniel Calhoun, that the approved permit set does demonstrate compliance with the Zoning Regulations for the proposed Accessory Structure.

As discussed in our phone conversation, the side yard setback development standards of Subtitle D § 208.2 do not apply to Accessory Structures because accessory structures have their own development standards found in 11-DCMR Subtitle D Chapter 50. The key points found in chapter 50 are the following:

11-DCMR Subtitle D § 5001.1: The development standards in Subtitle D, Chapter 2, shall apply to accessory buildings in the R zones **except as specifically modified** by this chapter. **In the event of a conflict between the provisions of this chapter and other regulations of this title, the provisions of this chapter shall control.**

So the development standards of Chapter 2 are overridden by Chapter 50, and in the event of a conflict, Chapter 50 regulations are the ones that apply to the Accessory Structure.

- I agree with this point. However, Subtitle D, Chapter 50 does not "specifically modify" or create a "conflict" with the majority of requirements set forth in Subtitle D, Chapter 2. For example, Subtitle D, § 208.2 requires "all detached buildings" have at least two "side yards" (e.g., a "yard between any portion of a **building or other structure** and the **adjacent** side lot line," Subtitle B, § 102), each a minimum of eight feet. Rather, Subtitle D, Chapter 50 places an **additional** on side yard restrictions to preserve the spacing requirements between neighboring properties. This also complies with the accessory apartment requirements set out in Subtitle U, §§ 253.8(f)(1) and 253.10(c).

The Accessory Structure also appears to be within the maximum building area of 450 SF, since the existing structure is approximately 385 SF in size. As we discussed over the phone, if the footprint has enlarged, then that would require a revision to the building permit. However, even if they demolished the existing structure and rebuilt it, that would not technically be exceeding the scope of the permit because it is an Accessory Structure that meets all of the development

standards for the R-1B zone, and could be approved outright if a new permit application were submitted today for a new Accessory Structure. The existing structure does not contain any non-conformities, and the approval does not rely on the existing structure remaining.

- As mentioned, the covenant suggests that by demolishing the garage to build a **residential building**, that this creating a nonconformity related to fire code. In addition, the residential building is non-conforming due to the lack of the required side yards. The side yards are determined based on the individual detached structure--one of the adjacent side lot lines is the line with our property (please note, side yards is not defined as limited to the principle building--all detached structures have side yards under the defined meaning included in the Regulations--and they are the adjacent (i.e., abutting, or touching) to the attached building).
- Additionally, under Subtitle U, Chapter 2, as well as Subtitle D, Chapters 2 and 50, the orientation of the proposed accessory apartment and closeness to our home should not be permitted.

You also brought up the point about Subtitle D § 208.2 containing language specifically referring to detached structures, however, this refers to a **detached principal structure**, as opposed to a **semi-detached** or **attached principal structure** as can be found in Subtitle D §§ 208.3, 208.4, and 208.5. Not all of the principal structures found in the R-1B Zones across the District are detached, and therefore, these sections provide for the applicable regulations for those properties that are not Detached Structures. Again, this section does not apply to Accessory Structures, since this section is specifically modified by Chapter 50.

- I respectfully disagree. Subtitle D, § 208.2 is **not** limited to principal buildings (like some portions of this chapter are). "Two (2) side yards, each a minimum of eight feet (8 ft.) in width, **shall** be provided for **all detached buildings**. Subtitle D, § 208.2. This section is written this way to extend this requirement to **both detached principal buildings and detached accessory apartments**. See, e.g., Subtitle D, § 201.1.
 - Detached building is defined as a "building that is completely separated from all other buildings and has two side yards." Building is defined as a "structure requiring permanent placement on the ground that has one (1) or more floors and a roof supported by columns or walls" Subtitle B, § 102. Side yards are required for accessory apartments too. This is further confirmed by reading Subtitle U, Chapter 2.

[Quoted text hidden]

2 attachments



Bolin Letter to Zoning - October 7 2024.pdf
436K



Recorded Covenant 2.pdf
795K

The following pertains to a proposed accessory apartment being built at 3021 15th Street NE, Washington, D.C. 20017. For at least the reasons summarized below, the owners of 1507 Irving Street respectfully contest the placement of the permitted construction as nonconforming with the plain meaning of the Zoning Regulations of 2016.

I. The Zoning Regulations Of 2016

The Zoning Regulations of 2016 (“Regulations”) govern the construction of buildings and structures, including principal and accessory buildings constructed in residential zones, in the District of Columbia (“District”). *See, e.g.*, Subtitle A, §§ 101.5 & 101.9. To assist the public in understanding the zoning requirements, the Regulations define certain terms of art to assist the public in understanding otherwise unfamiliar technical terms. *See generally* Subtitle B, §§ 100.1, 100.2. The Regulations further provide that any word not defined in Subtitle B, Chapter 1 “shall have the meanings given in Webster’s Unabridged Dictionary.” Subtitle B, §§ 100.1(g); *see also* Subtitle B, §§ 100.1(d) (explaining that “shall” means “mandatory and not discretionary”). Thus, when determining the meaning of the Regulations, a member of the public may rely on Webster’s Unabridged Dictionary (“Webster’s”) to understand the meaning of any word not expressly defined in the Regulations. *See* Subtitle B, §§ 100.1(g).

a. Requirements Placed on Residential Properties Situated the R-1 Zone By Subtitle D, Chapter 2

Subtitle D, Chapter 2 provides that, in “any of the R-1 zones” that the “principal building” on the lot “shall be a detached building.” Subtitle D, § 200.3. The R-1 zone is more restrictive of the permissible forms of principal buildings than other residential zones, for example the R-2 zone (which also allows for “semi-detached buildings” to serve as the principal building) and the R-3 zone (which also allows for “semi-detached” and “row” buildings to serve as the principal

structure). Subtitle D, §§ 200.4–200.5. The Regulations expressly define principal building, as well as the categories of buildings that may serve as a principal structure:

- ◇ **Building, Principal:** The building in which the primary use of the lot is conducted.
- ◇ **Building, Detached:** A building that is completely separated from all other buildings and has two (2) side yards.
- ◇ **Building, Row:** A building that has no side yards. The terms “row dwelling” and “row house” shall have the same meaning as row building.
- ◇ **Building, Semi-detached:** A building that has only one (1) side yard.

Subtitle B, § 102.

The Regulations place additional restrictions on lots in the R-1 zone. Relevant here, R-1 zone lots are limited to no more than one “principal dwelling unit” and one “accessory apartment.”

Subtitle D, § 201.1. Unlike principal buildings in the R-1 zone, an “accessory apartment” is permissible even if it is not a “detached building,” if it is situated within “a principal dwelling.”

Subtitle D, § 201.1 (also noting that accessory apartments in all R zones are “subject to Subtitle U, Use Permissions”); Subtitle U, § 253.2 (“An accessory apartment shall be permitted in a principal dwelling or an accessory building as a matter of right in the [R-1 zone], subject to the provisions of” Subtitle U). The Regulations expressly define “accessory apartment,” “accessory building” and “building”:

- ◇ **Accessory Apartment:** A dwelling unit that is secondary to the principal single household dwelling unit in terms of gross floor area, intensity of use, and physical character, but which has kitchen and bath facilities separate from the principal dwelling and may have a separate entrance.
- ◇ **Building, Accessory:** A subordinate building located on the same lot as the principal building, the use of which is incidental to the use of the principal building.
 - **Note:** The Regulations do not define “**subordinate**,” thus Webster’s controls its meaning. Webster’s defines it as “placed in a lower order, class, or rank” or “belonging to” when used as an adjective. *Subordinate*, MERRIAM-WEBSTER’S UNABRIDGED DICTIONARY, <https://unabridged.merriam-webster.com/unabridged/subordinate> (last visited Oct. 5, 2024).

- ◇ **Building:** A structure requiring permanent placement on the ground that has one (1) or more floors and a roof supported by columns or walls. When separated from the ground up or from the lowest floor up, each portion shall be deemed a separate building, except as provided elsewhere in this title. The existence of communication between separate portions of a structure below the main floor shall not be construed as making the structure one (1) building.

Subtitle B, § 102.

In addition to limiting the building type and number of principal dwelling units and accessory apartments permitted on a lot in the R-1 zone, Subtitle D, Chapter 2 controls the orientation of these buildings on the lot. For example, this regulation provides “***all residential buildings***” (e.g., principal dwelling units and accessory apartments) “shall be provided within the range of existing front setbacks of all residential buildings on the same side of the street in the block where the building is proposed.” Subtitle D, § 206.2.¹

In addition to setting front setback requirements for all residential dwellings, Subtitle D, Chapter 2 sets restrictions on the area of the lot that residential buildings may occupy. For example, except where provided elsewhere in the Regulations, the “minimum required side yard requirements shall be set forth in [Subtitle D, § 208.]”. Subtitle D, § 208.1. In the R-1 zone “***all detached buildings . . . shall***” have “[t]wo (2) side yards, each a minimum of eight feet (8 ft.) in width.” Subtitle D, § 208.2.² The Regulations define “side yard,” as well as “yard”:

- ◇ **Yard, Side:** A yard between any portion of a building or other structure and the adjacent side lot line, extending for the full depth of the building or structure.
 - **Note:** The Regulations do not define “**adjacent**,” thus Webster’s controls its meaning. Webster’s defines “adjacent” as “having a common border” (e.g., “abutting, touching”). *Adjacent*, WEBSTER’S

¹ As noted below, Subtitle D, § 5000.2(e) places an additional requirement on accessory buildings orientation with respect to front setbacks: accessory buildings may “[n]ot be constructed in front of the principal building.”

² As noted below, Subtitle D, § 5005.1 places an additional requirement on the minimum required side yards: where a property owner wishes to construct an accessory building to the side of their principal dwelling, they must leave at least ten feet between the principal building and accessory building, and eight feet between the accessory building and their lot line. Subtitle D, § 5005.1.

UNABRIDGED DICTIONARY, <https://unabridged.merriam-webster.com/unabridged/adjacent> (last visited Oct. 5, 2024).

- ◇ **Yard:** An exterior space, other than a court, on the same lot with a building or other structure. A yard required by the provisions of this title shall be open to the sky from the ground up, and shall not be occupied by any building or structure, except as specifically provided in this title. No building or structure shall occupy in excess of fifty percent (50%) of a yard required by this title.

Subtitle B, § 102.

When a homeowner in any R-1 zone seeks a permit to construct an accessory apartment as an accessory building separate from their principal dwelling unit, they must comply with the relevant portions of other chapters of the Regulations in addition to Subtitle D, Chapter 2, including: Subtitle D, Chapter 50 (relating to accessory buildings in residential zones) and Subtitle U, Chapter 2 (relating to accessory apartments in residential zones). *See* Subtitle D, § 201.1; Subtitle D, § 5001.1.

b. Requirements Placed on Accessory Buildings (Such As Sheds, Garages, and Accessory Apartments) By Subtitle D, Chapter 50

Subtitle D, Chapter 50 places further conditions on the development standards set forth in Subtitle D, Chapter 2. More specifically, Subtitle D, Chapter 50 provides that “[t]he *development standards in Subtitle D, Chapter 2, shall apply* to accessory buildings in the R zones *except as specifically modified by this chapter*.” Subtitle D, § 5001.1 (emphasis added). “In the *event of a conflict* between the provisions of [Subtitle D, Chapter 50] and other regulations of this title, the provisions of [Subtitle D, Chapter 50] shall control.” Subtitle D, § 5001.1 (emphasis added).

Subtitle D, Chapter 50 specifically modifies the development standards of Subtitle D, Chapter 2—it provides that, in Residential House Zones an accessory building must:

- ◇ Be secondary in size to the principal building;
- ◇ Not be constructed in front of the principal building; and
- ◇ Limit the number of “accessory apartment” type accessory buildings to one per principal building.

Subtitle D, §§ 5000.2(c), (e), & (b).

Subtitle D, Chapter 50 also sets out special provisions governing “the *bulk*” (which is undefined in Subtitle B, § 100.2) of accessory buildings in the District’s Residential House (R) Zones. Subtitle D, § 5000.2. The “bulk restrictions” are controlled by Subtitle D, §§ 5002 through 5006. Subtitle D, § 5000.2. Because “bulk” is not defined in the Regulations, the definition provided in Webster’s controls its meaning. Webster’s defines “bulk” as “spatial dimension” (e.g., “magnitude, volume”). Bulk, MERRIAM-WEBSTER’S UNABRIDGED DICTIONARY, <https://unabridged.merriam-webster.com/unabridged/bulk> (last visited Oct. 5, 2024). Subtitle D, Chapter 50 expressly states:

- ◇ The bulk of accessory buildings is limited to two stories and 22 feet in height (*see* Subtitle D, § 5002.1);
- ◇ The bulk of accessory buildings is limited to an area that is the greater of either 30 percent of the “required rear yard area,” or 450 square feet (*see* Subtitle D, § 5003.1);
- ◇ The bulk of an accessory building may be situated in a “side yard” of a principal building but only if it is “removed from the side lot line a distance equal to the required side yard and from the principal building a minimum of ten feet” (Subtitle D, § 5005.1; *see also* Subtitle D, § 5000.2)³; and
- ◇ The bulk of an accessory building may be situated in a “rear yard” but only if its bulk is not a “required rear yard” (unless the accessory building is a “shed”) (Subtitle D, § 5004.1; *see also* Subtitle D, § 5000.2).

Because Subtitle D, Chapter 50 places further restrictions, but does not create conflicts with, Subtitle D, Chapter 2, both chapters are binding on the accessory buildings that may be constructed in a residential zone.

a. Requirements Placed on Accessory Apartments Situated in Detached Buildings By Subtitle U, Chapter 2

³ Note: This section does not dispose of the side yards requirement for all detached buildings defined in Subtitle D, § 208.2. Rather, it places additional side yards requirement on the principal dwelling (requiring ten feet instead of two) and *explicitly preserves the side yard requirement placed on the accessory building* (requiring 8 feet towards the lot line).

In addition to Subtitle D, Chapter 50, the Subtitle U, Chapter 2 places further restrictions on residential property use where a property owner in a residential zone chooses to build an accessory apartment. For example, this chapter of the Regulations requires that the owner occupy either the principal dwelling or the accessory apartment for the duration that the accessory apartment is in use (Subtitle U, § 253.5), and it limits the number total number of persons that can live in both the principal dwelling and the accessory apartment (Subtitle U, § 253.6).

Subtitle U, Chapter 2 also places conditions accessory apartments that are constructed as detached accessory buildings in an residential zone, including that the “accessory apartment in the accessory building” shall have permanent access; and “*be located such that it is not likely to become objectionable to neighboring properties* because of noise, traffic, parking, or *other objectionable conditions.*” Subtitle U, § 253.8(f)(1) (emphasis added). Further, *without exception* via modification or waiver, accessory apartments situated in accessory buildings “*shall not conflict with the intent of this section to maintain a single household residential appearance* and the character of the R zones.” Subtitle U, § 253.10(c) (emphasis added).

II. The Permit Issued To 3021 15th Street NE Is Not Compliant With The Zoning Regulations Of 2016

The 3021 15th Street NE, Washington, D.C. 20017 (Lot 22 of Square 4017) (“3021 15th Street”) property owners obtained a Permit (No. B2309496) (“Permit”) on August 23, 2024. The permit’s description of work explains that the “exist[ing] clay block & brick garage & accessory structure” (“Existing Structure”) will be repaired.⁴

⁴ A neighbor notification letter was mailed to William Gabler, one of two owners in fee simple of the adjacent real property located at 1507 Irving Street NE, Washington, D.C. 20017 (Lot 9 of Square 4017). No neighbor notification letter was mailed to Courtney Bolin, one of two owners in fee simple of the adjacent real property located at 1507 Irving Street NE, Washington, D.C. 20017 (Lot 9 of Square 4017). Ms. Bolin notes that she was not properly noticed under the requirements set forth in 12A D.C.M.R. § 106.2.18.3. This issue is not addressed in this document because this document is intended to focus on the

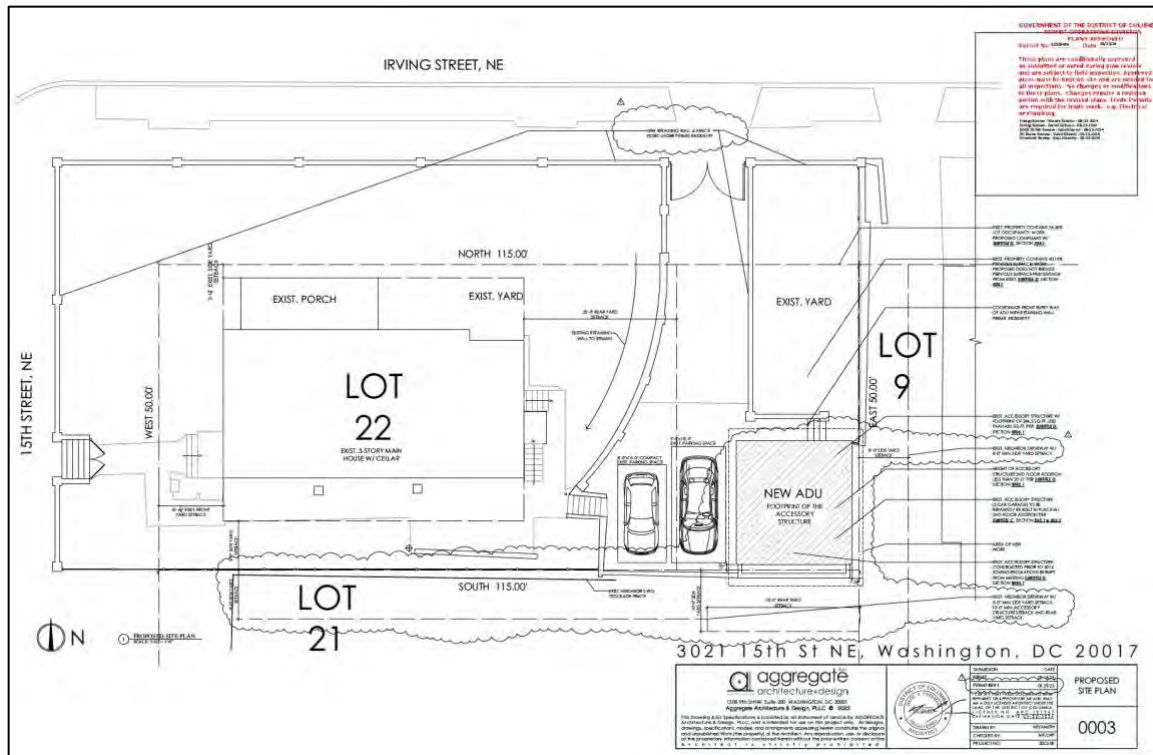
In late-September, Ms. Bolin returned to home to 1507 Irving Street NE, Washington, D.C. 20017 (Lot 9 of Square 4017) to discover the Existing Structure demolished.⁵ In the following days, Ms. Bolin and Mr. Gabler (together, the “Irving Street Home Owners”) obtained a copy of the neighbor notification letter mailed to Mr. Gabler, as well as other permit-related documents.⁶ After reviewing permit-related documents, the Irving Street Home Owners became concerned that the building plans, as currently permitted are not compliant with the Regulations.

More specifically, under the Regulations, the Irving Street Homeowners respectfully submit that the relevant Regulations are both unambiguous and non-conflicting, and dispositive.

As summarized above, Subtitle D, Chapter 2 provides that, in “any of the R-1 zones” that the “principal building” on the lot “shall be a detached building.” Subtitle D, § 200.3. Subtitle D, Chapter 2 provides that R-1 lots are limited to no more than one “principal dwelling unit” and one “accessory apartment” Subtitle D, § 201.1. Accessory apartments in in the R-1 zone may be located within the principal dwelling unit or as a detached accessory building. Subtitle D, § 201.1; Subtitle U, § 253.2. The existing principal building (annotated in green) and the proposed accessory apartment (proposed as a detached building) (annotated in red) are shown below:

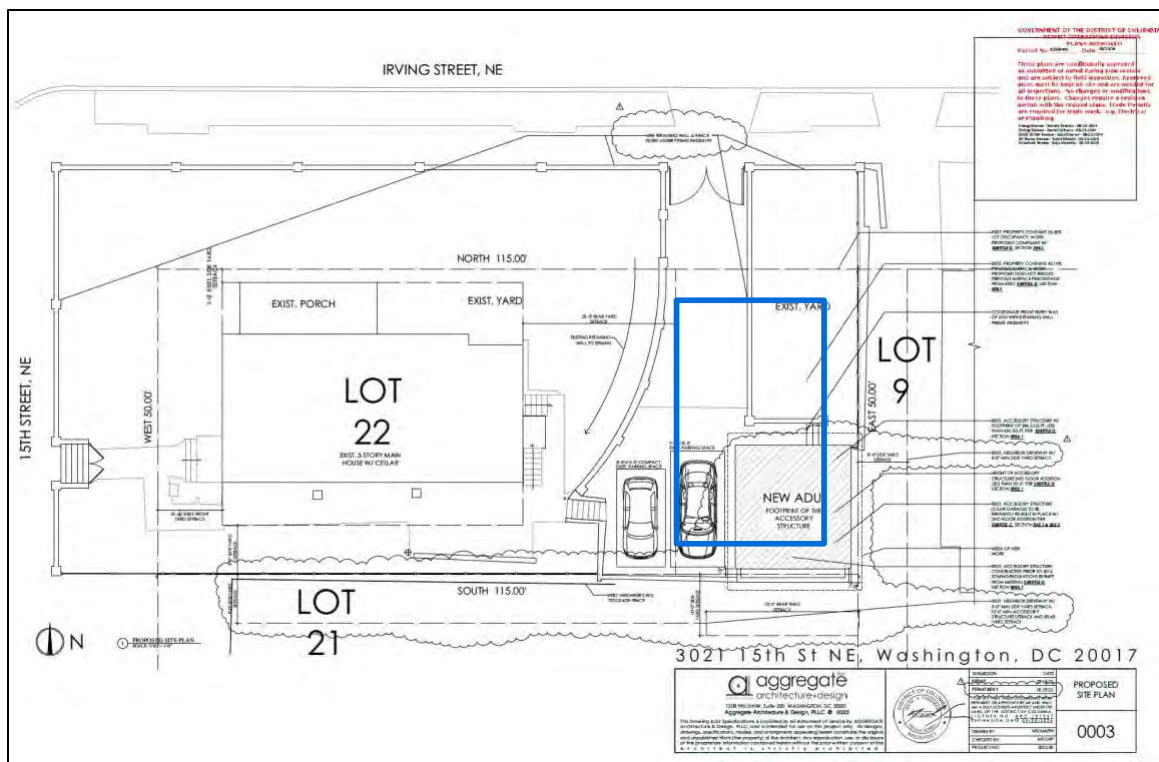
application of the Regulations. Ms. Bolin does not agree to waive notice to the extent it implicates any of her rights as an owner of a property that will be negatively impacted by the construction currently occurring at 3021 15th St NE. Similarly, though not within the scope of this document, Ms. Bolin does not waive the positions she expressed to Edwin Andino during a call on October 4, 2024, relating to her positions that any new construction would be non-conforming with the Regulations since the existing structure was demolished and that the construction outside of the scope of the permit due to expanding the area of the foundation.

⁶ In response to an inquiry, Kolas Elion provided a copy of the neighbor notification letter and worked with “DOB’s OIS (IT) team” to resolve an issue preventing the approved plans from being publicly available on the Department of Building’s eRecords website prior to September 25, 2024.



The location of the proposed accessory apartment does **not** comply with the Regulations. As required by both Subtitle D, Chapter 2, and Subtitle D, Chapter 50, the proposed construction cannot be placed in either side yard of the principal building on Lot 22 due to the placement and size of the principal building on the lot. See Subtitle D, § 208.2 (requiring all detached buildings have a side yard of at least eight feet in the R-1 zone) and Subtitle D, § 5005.1 (imposing an additional requirement that, in addition to leaving a minimum of eight feet of side yard between the accessory apartment and the lot line, that the accessory apartment must leave a minimum of ten feet between the principal dwelling and accessory building). Likewise, an accessory building cannot be located within the required rear yard of the principal building. Subtitle D, § 207.1 (requiring 25 foot minimum rear yard depth); Subtitle D, § 5005.1 (confirming that the required 25 foot minimum rear yard is not enlarged).

Additionally, because the proposed construction is for an detached building in the R-1 zone, an additional restriction on its location exists: “*all detached buildings . . . shall*” have “[t]wo (2) side yards, each a *minimum of eight feet (8 ft.)* in width.” Subtitle D, § 208.2. As previously noted, the Regulations define “side yard” as a “yard between any portion of a building or other structure and the adjacent,” i.e., “having a common border,” “abutting,” or “touching”) lot line. Subtitle B, § 102; *Adjacent*, WEBSTER’S UNABRIDGED DICTIONARY, <https://unabridged.merriam-webster.com/unabridged/adjacent> (last visited Oct. 5, 2024). Thus, a detached building must be eight feet away from the lot lines that it shares a border with to comply with the detached building Regulations (annotated in blue):



Finally, because the proposed construction involves an accessory apartment in the R-1 zone, the proposed construction must comply with Subtitle U, Chapter 2, requiring, *inter alia*, accessory apartments that are constructed as detached accessory buildings “*be located such that it is not likely to become objectionable to neighboring properties*” because of noise, traffic,

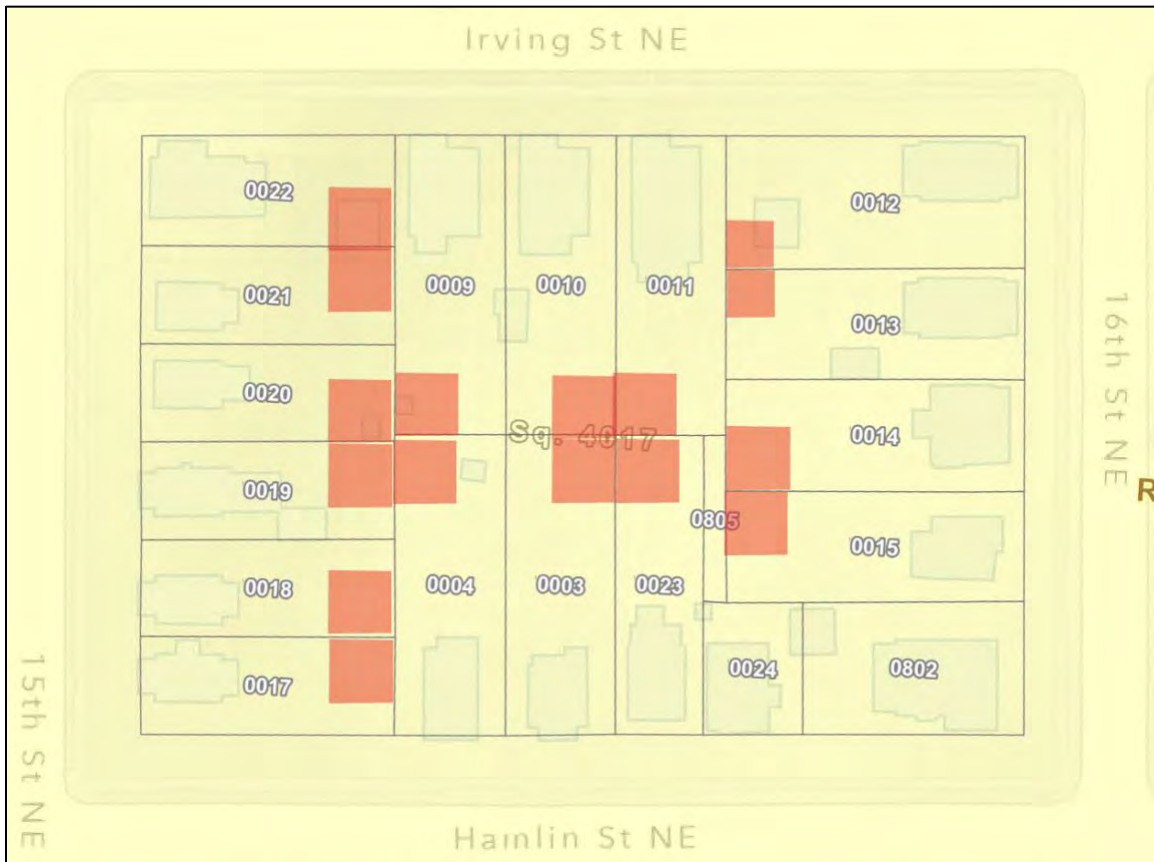
parking, or *other objectionable conditions*,” Subtitle U, § 253.8(f)(1), and *without exception* via modification or waiver, accessory apartments situated in accessory buildings “*shall not conflict with the intent of this section to maintain a single household residential appearance* and the character of the R zones,” Subtitle U, § 253.10(c). These sections of Subtitle U, Chapter 2 require the Department of Zoning consider not just the restrictions on the individual lot where the accessory apartment will be located—but also the neighboring properties.⁷

If the proposed accessory apartment is not brought into compliance with the Regulations, the Irving Street Homeowners’ principal building will be exposed to highly objectionable conditions. First, allowing an accessory apartment to be erected on the property line *reduces the safety* of the Irving Street Homeowner’s home in the event of a fire. The safety implications are immediately cognizable—in the permit-related documents, there is a covenant between 3021 15th Street homeowners and the District that implicates Irving Street Homeowners’ property (the covenant is stamped with “Doc #: 2024060812”). The covenant requires the proposed structure include special construction modifications to comply with fire and safety related construction codes because the accessory apartment is *less than 15 feet away* from the Irving Street Homeowner’s principal dwelling—a wooden home that is over a century old and was built without special safety modifications. In the event that the accessory apartment catches on fire, the likelihood of the Irving Street Homeowner’s principal dwelling catching fire and suffering greater damage is much higher. Second, allowing an accessory apartment—of nearly equal height of the

⁷ These regulations are furthering one of their explicit purposes: preventing “the overcrowding of land,” Subtitle A, §101.1(b), with consideration to the “[c]haracter of the respective zones,” and “the stability of zones and of land values in those zones,” Subtitle A, §§ 101.2(a) & (c). Brookland’s character is built on the existence of single family homes—young families move here for their children to have yards to play in and for homes that allow for graceful aging. If the Regulations are not properly applied, the character of the community will be lost, the property values—both qualitative and quantitative—will be diminished, and the stability of the community will be greatly compromised.

Irving Street Homeowners' principal structure—will greatly reduce the natural light and privacy. Third, allowing the proposed accessory apartment to be built on the property line removes the single household residential appearance and changes the character of the Irving Street Homeowners' immediate community. Unlike neighboring homes—separated by at least 16 feet—the shoehorned location of the proposed accessory apartment will be immediately identifiable as an oddity that clashes with the single household residential appearance present on neighboring properties and reduces the value of the Irving Street Homeowner's property.

Finally, applying the Regulations in conformance with their plain meaning will not deter homeowners from building accessory apartments and will increase the safety of affordable housing. By enforcing the Regulations side yard requirement on detached accessory apartments, the Department of Buildings is ensuring that these residential dwellings are safe. Without enforcing the Regulations, the likelihood of fire and unsafe living conditions would be greatly increased due. For example, if everyone built a nonconforming accessory apartment like the one proposed next to the Irving Street Homeowners, this could be the result:



In the event of a fire, the proximity of the accessory apartment to each other increase the likelihood of a fire spreading.

III. Conclusion

For at least these reasons, the Irving Street Homeowners respectfully request that the proposed accessory apartment be set back 8 feet from their property line—as required under the plain meaning of the Regulations, as well as to preserve the safety and value of their home.

Date: October 7, 2024

Respectfully Submitted,

/s/ Courtney Bolin

Courtney Bolin
(704) 477-0761
1507 Irving Street NE
Washington, DC 20017

Exhibit 5

Email (October 9, 2024 – DOB)



Courtney Bolin <courtneyannebolin@gmail.com>

Re: Zoning Questions - 3021 15TH ST NE

DC Department of Buildings <dob@dc.gov>

Wed, Oct 9, 2024 at 5:25 PM

Reply-To: dob@dc.gov

To: courtneyannebolin@gmail.com, semere.hadera@dc.gov

Cc: mamadou.ndaw@dc.gov, kathleen.beeton@dc.gov, elisa.vitale@dc.gov, daniel.calhoun@dc.gov

Good afternoon Ms. Bolin, I hope this message finds you well. Mr. Andino forwarded your request to me and asked that I respond. As Mr. Andino explained, the accessory building at [3021 15th ST NE](#) complies with the Accessory Building Regulations contained in Subtitle D, Chapter 50 of the 2016 Zoning Regulations.

Your e-mail references the covenant that relates to window openings. The Department of Buildings Office of Construction and Building Standards reviewed the covenant and determined that the plans contemplated by **B2309496** comply with the District Construction Codes. I am copying Mr. Semere Hadera on this message as he reviewed the covenant and should be able to answer any questions that you might have.

Thank you, Elisa

Elisa Vitale, AICP | Deputy Zoning Administrator

The Department of Buildings

elisa.vitale@dc.gov | 1100 4th St SW, DC 20024

main: 202.671.3500 | cell: 202.286.5899

dob.dc.gov



On Tue, Oct 8, 2024 at 1:20 AM <courtneyannebolin@gmail.com> wrote:

CAUTION: This email originated from outside of the DC Government. Do not click on links or open attachments unless you recognize the sender and know that the content is safe. If you believe that this email is suspicious, please forward to phishing@dc.gov for additional analysis by OCTO Security Operations Center (SOC).

Thank you, Mr. Andino.

I appreciate the time you spent speaking with me last week. I've prepared a letter explaining why I disagree with your reading of the Regulations and I have responded with some brief notes inserted into the text of your email (see blue font below). Would you please consider the attached letter and pass it along to the Office of Zoning Administration?

If you still disagree, may we request a brief pause in the permitted construction while we look into the fire safety issue I asked about? As I mentioned, I am very concerned about a covenant between the [3021 15th St NE](#) homeowners and the district that names our property (attached here)--my husband and I were not informed of this covenant. The covenant appears to place special building material restrictions on the proposed ADU for fire safety reasoned cause by building so close to our home. We have a wooden home with wooden siding and old windows--in the event of a fire in the ADU, our home would not be safe and would be very likely to catch fire. I want to understand the implications of the new construction, but I have not been able to get in contact with the right person to answer my questions yet. Over the weekend, we spoke to our neighbors and they were understanding of our concerns. We gave them notice that we needed some time to look into the issue, but they poured a concrete foundation today.

Thank you,
Courtney

[Quoted text hidden]

Exhibit 6

Email (October 18, 2024 – Kroll)



Courtney <courtneyannebolin@gmail.com>

ADU Questions

3 messages

Courtney Bolin <courtneyannebolin@gmail.com>

Tue, Oct 8, 2024 at 8:00 AM

To: William Gabler <williamjgabler@gmail.com>, Brent Kroll <kroll.brent@gmail.com>

Hi Brent,

Thank you talking with us on Sunday. You mentioned if we emailed you our questions you would forward them along to someone that might be able to help us understand the implications on our home. If additional information is needed, please let us know.

Questions:

What is the covenant and why was it required?

Is the covenant naming our property recorded in our property records?

What does this mean for us in the future? Will we need to update our home with similarly compliant materials in the future?

Thank you,
Courtney

Brent Kroll <kroll.brent@gmail.com>

Fri, Oct 18, 2024 at 9:45 AM

To: Courtney Bolin <courtneyannebolin@gmail.com>

Cc: William Gabler <williamjgabler@gmail.com>, Claire King <cking808@gmail.com>

Hi Courtney and William,

Thank you for your time yesterday Courtney. I'm following up on our conversation yesterday morning. I believe that our architect thoroughly addressed your safety concerns and questions. Please let me know if there are any remaining questions on that subject.

It appears that this is more a matter of principle with the zoning department, and how the government is legally allowing us to do this project.

We talked with our contractor, and we estimate it will cost around \$80k with the potential of going higher to move the foundation 16 feet from your house instead of the current roughly 12 feet we're at. We've explored this alteration with our architect and do not feel it to be viable based on how it affects our driveway and adjacent spaces. We appreciate your offering to consider paying for some or all of that cost, but we are not interested in that path. We've also paid for the next week of construction in its current phase. As such, we are planning to continue with construction as permitted tomorrow and next week.

We've consulted with trade professionals, government professionals and legal experts about the possibility of our permit being rescinded. All have said in different ways it is extremely unlikely and very costly for that to be accomplished, and for us to not be overly worried of that outcome. If you were to decide to appeal, and while this was being sorted out, the construction /

site would proceed one of two ways. First, we would finish the project while the permit is in effect. If you were to get the permit cancelled, we may eventually have to tear down the affected section of the building within a setback. This is assuming our permit is ever taken back. We understand this could take several years to determine, but we would be able to utilize it until that is ultimately decided. The other would be to leave this as a construction site indefinitely until this is solved but would be unsightly and underutilized. It could also lead to pests and a lack of property security for both our properties. This would be a daily reminder of our situation until it was resolved. That doesn't seem to be a benefit for you or us.

I respect your concerns and have tried my best to address them. I will continue to do so, to the best of my ability, and within our rights to build a properly permitted structure. We have made strong efforts to be fair and do everything according to code. We've taken every effort to be safe and transparent with our project. It would be devastating to start a process that could be costly and take years to solve. I hope that you won't contest this, and that you will allow us to continue with our permitted project as we have planned without further disturbance to our permit.

Best,

Brent Kroll, Proprietor & Sommelier
brent@maxwellparkdc.com
[Maxwell Park](#) | [Pop Fizz Bar](#) | [Trouble Bird](#)



On Oct 8, 2024, at 8:00 AM, Courtney Bolin <courtneyannebolin@gmail.com> wrote:

Hi Brent,

[Quoted text hidden]

To: Brent Kroll <kroll.brent@gmail.com>

Cc: Courtney Bolin <courtneyannebolin@gmail.com>, Claire King <cking808@gmail.com>

Brent and Claire,

Thank you for meeting to discuss our concerns and for considering possible construction alterations. We appreciate the effort you have made to communicate with us. We have continued making efforts to better understand the regulations. Due to the height and use of the structure, we still feel that we have unanswered concerns about its proximity to the property line and the implications of this zoning decision for our neighborhood. To preserve our right to a hearing before the Board of Zoning Adjustments, we plan to file an appeal by the filing deadline. We feel that we must maintain this as an avenue of resolving our own concerns.

Thank you,
William and Courtney

[Quoted text hidden]

Exhibit 7

Email (October 11, 2024 – Davis)

Neighbor questions

2 messages

Brent Kroll <kroll.brent@gmail.com>

Tue, Oct 8, 2024 at 2:57 PM

To: Mark Freeman <mark@aggregatearchitecture.com>, Beth Davis <contractorservicesdc@gmail.com>

Cc: courtneyannebolin@gmail.com, williamjgabler@gmail.com, Claire King <cking808@gmail.com>

Hi Mark and Beth,

I met with my neighbor recently and she posed the questions/concerns below to me. I wanted to answer these as accurately as possible, so I told her I would reach out to you two. Could you please help me with these? Thanks!

What is the covenant and why was it required?

Is the covenant naming our property recorded in our property records?

What does this mean for us in the future? Will we need to update our home with similarly compliant materials in the future?



Brent Kroll, Proprietor & Sommelier

brent@maxwellparkdc.com

[Maxwell Park](#) | [Pop Fizz Bar](#) | [Trouble Bird](#)

Beth Davis <contractorservicesdc@gmail.com>

Fri, Oct 11, 2024 at 2:03 PM

To: Brent Kroll <kroll.brent@gmail.com>

Cc: Mark Freeman <mark@aggregatearchitecture.com>, courtneyannebolin@gmail.com, williamjgabler@gmail.com, Claire King <cking808@gmail.com>

Good afternoon Brent!

I'm sorry for the delay in responding. It appears that the email that I drafted below never went through.

What is the covenant and why was it required?

The covenant that was filed was called a lot line covenant and governs what are called "at risk" openings which are openings within 3 feet of the lot line.

Is the covenant naming our property recorded in our property records?

The covenant is not recorded on the other properties. It is only recorded on the property at 3021 15th St NE.

What does this mean for us in the future? Will we need to update our home with similarly compliant materials in the future?

The ramifications of the covenant do not have an effect on the neighbor's property, only on [3021 15th St NE](#). The covenant declares that the owner of the property (3021) will maintain the safety of the building in accordance with the governing code which in this case is section 705.8.7.

The neighbor has no responsibility. Only you all and any future owners of the property.

Beth Davis

[Quoted text hidden]

--

Beth N. Davis

Managing Director

BD Contractor Services, LLC

Pre-Construction Consulting Services

Office: (202) 642-4729

BD Contractor Services offers comprehensive solutions for the red tape involved with construction in the Washington, DC Metro Area (DC/MD/VA). From licenses to permits, we provide a range of services to get your project moving. Learn more about what we do by visiting our website: www.bdcontractorservices.com

Exhibit 8

Email (October 21, 2024 – Freeman)

3021 15th St NE / 1507 Irving St NE

1 message

Mark Freeman <mark@aggregatearchitecture.com>

Mon, Oct 21, 2024 at 9:15 AM

To: courtneyannebolin@gmail.com, williamjgabler@gmail.com

Cc: Brent Kroll <kroll.brent@gmail.com>, Claire King <cking808@gmail.com>

Courtney,

Good morning. I wanted to follow up our meeting from last week. I did reach out to a few people requesting referrals for you. So far I have not heard back with anyone viable to recommend. If I do, I will forward it to you as soon as possible.

Best,

Mark Freeman, AIA NCARB



1308 9th St NW, Suite 200, Washington, DC 20001
aggregatearchitecture.com | 202.289.0053

Exhibit 9

Email (November 20, 2024 – Bolin)

Please Remove Scaffolding From Our Driveway

3 messages

Courtney Bolin <courtneyannebolin@gmail.com>

Wed, Nov 20, 2024 at 8:00 AM

To: Brent Kroll <kroll.brent@gmail.com>

Cc: William Gabler <williamjgabler@gmail.com>

Hi Brent,

Yesterday evening we noticed the contractors assembled a scaffolding on our driveway. In the process, they entered our property without our consent and brushed against our cars. Please ask them to remove the scaffolding from our driveway this morning.

Thank you,
Courtney

Brent Kroll <kroll.brent@gmail.com>

Wed, Nov 20, 2024 at 5:08 PM

To: Courtney Bolin <courtneyannebolin@gmail.com>

Cc: William Gabler <williamjgabler@gmail.com>, Claire King <cking808@gmail.com>

Hi Courtney,

Thank you for bringing this to our attention. The scaffolding and the netting are set up for the safety of your vehicles and so we don't go over your property line. I contacted our contractor to review the site today. We looked it over and determined the scaffolding isn't on your property. I've made sure to remind our entire team not to enter your property under any circumstances.

Thank you,

Brent Kroll, Proprietor & Sommelier

brent@maxwellparkdc.com

[Maxwell Park](#) | [Pop Fizz Bar](#) | [Trouble Bird](#)



On Nov 20, 2024, at 8:00 AM, Courtney Bolin <courtneyannebolin@gmail.com> wrote:

Hi Brent,

[Quoted text hidden]

Courtney Bolin <courtneyannebolin@gmail.com>

Wed, Nov 20, 2024 at 9:02 PM

To: Brent Kroll <kroll.brent@gmail.com>

Cc: William Gabler <williamjgabler@gmail.com>, Claire King <cking808@gmail.com>

Hi Brent,

We appreciate your response. When William and I left for work this morning, we saw the contractors in our driveway moving the scaffolding off of the concrete and away from our car. Thank you for quickly addressing the issue.

Thank you,
Courtney

On Nov 20, 2024, at 5:08 PM, Brent Kroll <kroll.brent@gmail.com> wrote:

[Quoted text hidden]

Exhibit 10

Photo (November 5, 2024)



Exhibit 11

Photo (October 18, 2024)



Exhibit 12

Photo (November 5, 2024)



Exhibit 13

Photo (October 31, 2024)



Exhibit 14

Photo (February 10, 2024)



Exhibit 15

Photo (November 18, 2024)



Exhibit 16

Photo (December 15, 2024)



Exhibit 17

Photo (November 17, 2024)



Exhibit 18

Photo (November 17, 2024)



Exhibit 19

Photo (January 25, 2025)



Exhibit 20

Photo (January 25, 2025)



ZIPsystem™

ESR-1173
ESR-1174
ESR-1175
ESR-1176



ROLL
TAPE
EL. PROTECT

ZIPsystem™

FLASHING TAPE

ESR-1173
ESR-1174
ESR-1175
ESR-1176

Property
Line

Exhibit 21

Video (November 5, 2024) – Submitted In Native Format

Exhibit 22

Video (November 11, 2024) – Submitted In Native Format

Exhibit 23

Photo (January 29, 2025)



Exhibit 24

Photo (February 2, 2025)



Exhibit 25

Photo (January 18, 2025)



Exhibit 26

Photo (January 25, 2025)



Exhibit 27

Document (Permit No. B2308376 Materials)

To: Ernesto Warren

From: Thom Martin – homeowner

Ref: B2308376 – Response to your comment on trellis connection

Date: September 5th and September 12, 2023

Dear M. Warren

I am writing / posting my communication to you in Project Dox as I am unsure of the process and haven't heard back from you via email on my communications on 9/5 and 9/12. I hope this approach meets your communication requirements. Here is the content of my two emails:

I received the following feedback from you in Project Dox: **Per B-309, a trellis is no longer considered a meaningful connection, instead is exacerbating the non-conforming rear yard.**

I checked with the architect, and they mentioned that they had received guidance from Daniel Calhoun, Zoning Technician on Mar 23rd Ref QV3-XQGVG that we should keep the trellis used on the current garage with the replacement building that is proposed.

Thank you for your inquiry. Per your drawing, the garage is currently attached to the house, and therefore would be considered an addition, and not an accessory structure. If the garage is replaced and NOT attached with trellis, then it WOULD be considered a detached structure, and would have to be placed in the EXACT SAME location. If the existing location is changed, then the Required Rear Yard of (25) ft. would be required. The (25ft) would start from either the rear of the house, or rear of the ATTACHED garage. There are no side yard setbacks for a detached garage located behind the rear of the house.

I hope this helps,
Daniel Calhoun
Daniel Calhoun
Zoning Technician
Office of the Zoning Administrator

I am not sure what the process is but can you consult with Mr Calhoun?

I would like to find a resolution for this issue. Maybe add a roof to the trellis or what do you recommend?

Thank you for your assistance in finding an acceptable solution to this issue.

Best
Thom Martin – Home Owner
Thom@MartinSladeResidential.com
(617) 834-9105

Exhibit 28

Photo (October 31, 2024)



Exhibit 29

Photo (June 6, 2024)



Exhibit 30

Photo (October 15, 2023)

