

ABUTTER AGREEMENT

This ABUTTER AGREEMENT (“**Agreement**”) is made as of this 29th day of September, 2025, by and between Ehsan Jazini and Amy Collen, referred to together as the “**Parties**” and individually as a “**Party**.”

WHEREAS, the Ehsan Jazini (the “**Applicant**”) is the owner of 3546 Whitehaven Pkwy NW, Washington, D.C. (the “**Application Property**”);

WHEREAS, Amy Collen (the “**3544 Owner**”) owns the dwelling located at 3544 Whitehaven Pkwy NW, Washington, D.C. (the “**3544 Owner Property**”), which is immediately adjacent to the Application Property;

WHEREAS, the Applicant has submitted an application (the “**Application**”) to the District of Columbia Board of Zoning Adjustment (“**BZA**”) for approval pursuant to the special exception standards of the District of Columbia Zoning Regulations in BZA Case No. 21326 (“**Project**”);

WHEREAS, representatives of the Applicant and the 3544 Owner have discussed on multiple occasions the 3544 Owner’s concerns about the Project and the impact of the Project, including the construction process, on the 3544 Owner and her enjoyment of the 3544 Owner Property, and possible design and other solutions that the Applicant could implement to address such concerns;

WHEREAS, the Applicant and the 3544 Owner have agreed to a resolution of the 3544 Owner’s concerns as set forth more fully herein;

WHEREAS, this Agreement and the design commitments set forth below are public records and constitute a part of the BZA Case No. 21326; and

WHEREAS, the 3544 Owner, has agreed to withdraw her opposition to the Project pursuant to the terms of this Agreement and to take certain acts set forth more fully herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, as further described herein, the mutual receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Design Commitments. The Project will be constructed by the Applicant in accordance with the following design parameters:
 - a. The Application Property will be built consistent with all plans and designs submitted to the BZA in September 2025, except that the covered, screened porch projection is limited to 8 feet with an uncovered extending deck also limited to 8 feet at main level. The Applicant shall, prior to the hearing before the BZA, submit amended plans to the BZA reflecting this change.

b. There will be an increase in grades no higher than 4 feet on the Application Property, consistent with the new 4-foot retaining wall proposed in the September 2025 plans filed with the BZA. The material of the retaining wall shall be either brick or stone.. Neither the new retaining wall nor the grade shall extend more than 4 feet total above the existing grade measured from the ground at all points on the Application Property. The fence above the retaining wall will be no higher than six feet, as depicted in the plans filed with the BZA in September 2025.

2. Inspection. Applicant agrees to hire, at the Applicant's sole expense, a mutually agreeable inspector, who is familiar with D.C. Building Codes, to inspect the 3544 Property within 60 days of the agreement, to determine whether any work is required on the 3544 Property, as a result of the addition, to ensure that the 3544 Property chimney and/or flues are in compliance with D.C. Building Code subsequent to the Applicant's addition. Applicant agrees to permit 3544 Owner or her representative to confer with this individual about what remediation is or is not required, and why.

3. Chimney extension. The 3544 Owner and the Applicant agree that the Applicant, at the Applicant's sole expense, will extend the 3544 Owner's chimney and/or flues if necessary to provide the 10-foot clearance separation required by the DC Building Code between all chimneys and flues in use at the 3544 Property and the Applicant's addition. The Applicant will ensure, through a mutually agreeable certified installer and/or technician, that any extension has not caused any failure to vent or materially altered venting capacity as a result of work performed on the chimney. The Applicant will perform, at the Applicant's sole expense, any other work to fix such failure to vent or materially altered venting capacity as caused by any extension, as well as any work to ensure that the 3544 Owner's chimney and/or flues will comply with DC Building Code subsequent to Applicant's addition, subject to the following:

a. All work undertaken by the Applicant on the 3544 Property shall comply with the provisions in this agreement as to contractor licensing, bonding, insurance, and cleanliness. The flues shall match the existing materials in kind and appearance. Subject to the approval of the 3544 Owner, appropriate alternatives may be considered including but not limited to installing a ventless furnace. and allow proper functioning of her furnace and any other vented appliances. The proposed method of compliance will be subject to the 3544 Owner's review and approval, which will not be unreasonably delayed or unreasonably withheld. The timing of any necessary work on the 3544 Owner Property undertaken by the Applicant will be coordinated with the 3544 Owner and/or her tenant and shall be completed within 30 to 60 days of commencement.

- b. Applicant will ensure, through a mutually agreeable certified inspector/technician, that the 3544 Property chimney and/or flues are inspected upon completion of the work and determined to be in compliance with D.C. Building Code and the Applicant's assurances in Paragraph 3 (Chimney extension) and all subsections. Applicant will notify the 3544 Owner of the date and time of the inspection and permit the 3544 Owner or her designated representative to confer with the inspector and review any reports prepared by the inspector. Should the chimney and/or flue be deemed out of compliance in the future as a result of Applicant's addition, Applicant agrees to pay for any required remediation to bring the chimney and/or flue into compliance, including but not limited to replacing any appliance that does not properly vent as a result of the chimney extension.
- 4. The Applicant shall be responsible for the full costs of repairing any damage to the 3544 Property, including but not limited to the rear yard stairs on the property line, that occurs during or as a result of construction. Upon receiving notification that damage has occurred, the Applicant shall promptly halt work, assess the damage and confer with the 3544 Owner on how to remedy the damage. Upon the election of the 3544 Owner, the Applicant will either undertake the necessary repairs based on plans acceptable to the 3544 Owner or reimburse the 3544 Owner for the cost of such repairs, with repairs to be done as promptly as reasonably possible. Any reimbursement shall be paid within 30 days of receipt of invoices.
- 5. The 3544 Owner will be allowed to consult with the structural engineer employed by the Applicant with plans approved by DC DOB to complete this project to determine that the project will not cause water to run off onto the 3544 Owner's roof when it snows or rains. If any cracks, settling or other structural issues occur during, or as a result of, the construction at the project, then, within 10 days after such issues are identified, owner will repair them pursuant to the building code or as otherwise required or recommended by the engineer employed by the Applicant.
- 6. Liability and Indemnification: The Applicant shall be liable and responsible for any and all damage to the 3544 Owner's property and injury to persons in any way, directly or indirectly, connected with the owner's work. The Applicant shall indemnify, defend and hold harmless the 3544 Owner and their respective heirs, successors, tenants and assigns, from and against all demands, liability, loss, damage, lien, claim or injury.
- 7. If the project results in any impact to the fence that runs along the property line between the Application Property and the 3544 Owner Property, Applicant agrees to replace the fence in kind.

8. Construction Management. The Applicant shall at all times during construction of the Project abide by the construction management terms detailed in EXHIBIT B. The construction management agreement shall be filed with the BZA to be included as a condition of any order approving the special exception.
9. Nothing in this agreement shall abrogate or limit in any way any of the 3544 Owner's rights under DC law, including but not limited to, the 3544 Owner's right to receive a copy of the plans submitted to DC Department of Buildings and to make technical objections thereto as provided by law.
10. Copies of Permits. The Applicant shall provide the 3544 Owner with a copy of all DCRA building permits, including revised permits, and DCRA-approved architectural, structural, and underpinning plans for the Project and any new construction on the Application Property within five (5) days of receipt by the Applicant and no less than fifteen (15) days prior to the start of construction. Applicant will ensure that the construction plans accurately depict the design commitments as set forth in this Agreement.
11. The 3544 Owner Covenant Not to Oppose or Sue.
 - a. From and after the Effective Date hereof, the 3544 Owner shall not:
 - i. Directly or indirectly oppose, appeal, or interfere with any aspect of the Project or subsequent permitting related to the construction of the Property as approved by the BZA, before Advisory Neighborhood Commission 2E, the BZA, the Office of Administrative Hearings, any court of law, any government agency, any community organization, or any elected official, so long as Project plans conform to the commitments set forth in this Agreement; It being understood that the 3544 Owner retains all rights under DC law to receive a copy of all permit applications and to make any technical objections to that application as provided by that law.
 - ii. Initiate, prosecute, or otherwise participate in any litigation (including, without limitation, any appeal to the D.C. Court of Appeals) contesting the validity of the order issued by the BZA following approval of the Application.
 - iii. The provisions of this subparagraph (a) shall be void if building plans or construction management change in any material respect from the date of this Agreement or if the Applicant fails to meet any of its obligations under this Agreement.
 - b. The provisions of this subparagraph (a) shall not preclude the 3544 Owner from taking action before any court, administrative agency, or governmental official to (i) enforce the Applicant's obligations under this Agreement or (ii) for physical damages to persons or the 3544 Property resulting from construction of the Project.

12. Withdrawal of Party Status. Within two hours following the full execution of this agreement (or at 9 a.m the next day if the agreement is executed following the close of business), the 3544 Owner shall file a letter with the BZA acknowledging that the Applicant has worked collaboratively with the 3544 Owner to address concerns raised by the 3544 Owner about the Project and withdrawing her status as an opposition party.
13. Attorney's Fees. Applicant agrees to provide the 3544 Owner with a payment of \$3,000 to reimburse her for attorney's fees, to be paid within 10 days of a vote by the BZA to approve the special exception.
14. Expiration; Termination. Except as otherwise provided herein, this Construction Management Plan shall terminate upon ninety (90) days following final inspection of all work on the 3544 Property and the Application Property. Applicant shall have no obligation to commence work on the Project and in the event Applicant intends to abandon its plans for the Project may provide notice at any time to the 3544 Owner and upon such notice these construction management terms shall have no further force or effect.
15. Notices. Any notice, consent, or approval required or permitted to be given under this Agreement shall be in writing, signed by the party giving the same or by its attorneys, and shall be deemed to have been given upon (i) hand delivery, (ii) one business day after being deposited with Federal Express or another reliable overnight courier service for next day delivery, or (iii) five (5) business days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, addressed as set forth below or at such other address within the continental United States as such other Party may designate by notice specifically designated as a notice of change of address and given in accordance herewith. Notices shall be given as follows:

If to the 3544 Owner:

Amy Collen
P.O. Box 257 PMB 8948
Olympia, WA 98507-0257
amycollen@gmail.com

With a copy to:

Andrea C. Ferster
Attorney at Law
andreaferster@gmail.com

If to the Applicant:

Ehsan Jazini
3546 Whitehaven Parkway
Washington, DC 20007
Email: _____

With a copy to:

With a copy to:

Martin P. Sullivan, Esq.
Sullivan & Barros, LLP
msullivan@sullivanbarros.com

16. Miscellaneous.

- a. Except as to claims arising under or related to the implementation or enforcement of this Agreement, each Party on behalf of itself, its respective agents, heirs, legatees, successors, and assigns hereby irrevocably and unconditionally release, remise, and forever discharge the other Party and its agents, subsidiaries, affiliates, predecessors, successors, and assigns of and from any and all actions, causes of action, suits, debts, charges, claims, liabilities, obligations, promises, agreements, controversies, damages, and expenses (including attorneys' fees and costs), of any nature whatsoever, known or unknown, in law or equity, which such Party had or has against the other Party by reason of any matter, cause or thing arising from any time prior to the date of this Agreement.
- b. Except as otherwise provided in this Agreement, in the event the BZA denies or does not approve the Application or places conditions on the approval of the Application that are in the sole discretion of the Applicant unreasonable such that the Applicant does not proceed to construct the Project, or in the event the D.C. Court of Appeals (or any other body with jurisdiction over the Application) reverses, remands, overturns, or vacates the order approving the Application such that the Project cannot be constructed, then this Agreement shall be null and void and neither of the Parties shall have any liabilities or obligations hereunder. During the pendency of any appeal taken on the Application, all of the

Applicant's obligations hereunder shall be tolled until the final and complete resolution of all appeals.

- c. This Agreement constitutes the entire agreement between the parties hereto and no Party shall be liable to the other or bound in any manner by express or implied warranties, guarantees, promises, statements, or representations pertaining to the subject matter hereof except as such warranties, guarantees, promises, statements, or representations are expressly and specifically set forth herein.
- d. This Agreement shall be binding upon and enforceable against the Applicant and the 3544 Owner, and their respective heirs, successors, and assigns. The 3544 Owner and her heirs, successors and assigns shall enjoy the right to enforce this Agreement. This includes, but is not necessarily limited to, initiating an action for specific enforcement in a court of competent jurisdiction. The design commitments specified in this agreement shall be conditions to any BZA order approving the Application and shall also be set forth in the condominium offering plans/marketing materials/purchase and sale agreement. The 3544 Owner has the right to enforce the agreement on heirs, successors, and assigns.
- e. The 3544 Owner, her heirs, successors and assigns are intended third party beneficiaries of the terms of this Agreement and any subsequent purchase and sale agreements for the property, and shall enjoy the right to enforce this Agreement against the Applicant and any successor, including but is not necessarily limited to, initiating an action for specific enforcement in a court of competent jurisdiction.
- f. This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia.
- g. The 3544 Owner and the Applicant acknowledge and agree that they have negotiated and executed this Agreement of their own free will and with the benefit of advice from legal counsel. Each of the Parties hereto also acknowledges that he, she, or it has read and understands all of the terms and conditions of the Agreement.
- h. If any provision of this Agreement or any application thereof shall be declared to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions hereof and any other application thereof shall not in any way be affected or impaired, and such remaining provisions shall continue in full force and effect.
- i. Except as expressly provided herein, the terms of this Agreement shall continue in full force and effect as an Agreement among the parties and shall be enforceable as permitted by law, including, but not limited to, specific performance, the

Parties agreeing that there is no ready means to ascertain the specific amount of money damages for the breach of any obligation hereunder.

- j. Time shall be of the essence with regard to all matters contained within this Agreement.
- k. Modifications, waivers, and consents regarding this Agreement shall be binding only if set forth in writing and signed by all Parties.
- l. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or scanned signatures shall constitute originals.

[Remainder of page intentionally blank – signature page follows]

IN WITNESS WHEREOF, on the day and year first above written, this Agreement is executed under seal and delivered according to law.


Ehsan Jazini (Sep 29, 2025 14:05:49 EDT)

Ehsan Jazini



Amy Collen

EXHIBIT B

CONSTRUCTION MANAGEMENT

Construction activities in connection with the proposed development of 3546 Whitehaven Parkway NW (the “**Property**”), subject to the approval of the plans set forth in BZA Application Number 21326 (the “**Project**”), will be conducted in accordance with the following terms:

1. **Communication.** Ehsan Jazini (the “**Applicant**”) shall designate a representative (the “**Representative**”) to be the primary point of contact with Amy Collen (the “**3544 Owner**”) during the period of construction of the Project. During all business hours and at any time construction activity is occurring on the Property in relation to the Project, the Representative or his/her designee shall be available on-site or by telephone to receive communications from the 3544 Owner and the 3544 Tenant. In addition, a name and telephone number of a person designated by Applicant to contact in case of emergency during hours in which no construction activity is occurring shall be readily available to the 3544 Owner and the 3544 Tenant. The Representative and his/her designee shall be able to answer questions and receive comments about the Project, address any concerns throughout the construction process, and have authority to remedy promptly violations of the construction management terms detailed herein. Specifically, the Representative shall: (i) monitor activity during construction hours and post-construction cleanup measures; (ii) provide prior notice to the 3544 Owner of any anticipated public space work (limited street or sidewalk closures) that may impact pedestrian or vehicular circulation around the Property or 3544 Owner’s property; (iii) receive notice of and respond as soon as possible to any reported violations of these construction management terms; and (iv) act to remedy any violation as soon as possible.
2. **Construction.** The Applicant shall require that all of its personnel and vendors, including supply and service vendors, comply with all applicable District of Columbia Municipal Regulations pertaining to hours of work, noise, dirt, trash, and public health and safety and agrees that the following covenants shall be binding on Applicant, its general contractor, and all subcontractors undertaking the Project:
 - a. **Permits.** Prior to the period of construction, Applicant shall secure all permits that are required to complete the Project. During the period of construction, copies of all plans and permits shall be kept on-site as required under the DC Construction Code.
 - b. **Site Management.** The Applicant shall locate toilets, materials, and equipment on the Property as far away from the neighbors adjacent to the Application Property as is reasonably practicable and shall take commercially reasonable steps so as to avoid any adverse effects on the 3544 Owner. Any temporary lighting that may be installed on the Property shall be directed away from the neighbors adjacent to the Application Property, and the Applicant agrees that there will be no outward facing lights during construction. Applicant shall provide 3544

Owner with advance notice of all demolition work. All demolition work shall occur within the Property and all demolition materials or any other debris will not be permitted on the property of any neighbors adjacent to the Application Property or on public property. All construction equipment and materials will be stored and/or maintained on the Application Property.

- c. **Cleanliness.** Applicant shall remove rubbish and construction debris continuously during the construction period during the normal construction workday. No construction related trash or materials will be deposited in private trash cans belonging to the neighbors adjacent to the Application Property. In addition, Applicant shall monitor and clean the area surrounding the construction site as required to ensure cleanliness. Applicant, as necessary, shall undertake a program of pest control to ensure that no increase in pest activity occurs during the construction period and that no pest activity adversely affects the neighbors adjacent to the Application Property. All excavation or back fill trucks shall be covered before proceeding from the Property onto public streets. Dust and debris shall be removed from the Property on an as needed basis, and Applicant shall employ dust control measures during any demolition work.
- d. **Debris.** The Applicant will install, or require that the Contractor install, a protective shield/barrier that separates the Application property from the 3544 Property. This protective shield/barrier will be sufficient to eliminate any debris and dust from accumulating on the 3544 property. Any debris/garbage/dust that falls onto the 3544 Property (including the roof) must be cleaned up (including sweeping and hosing down the porch) by the end of the workday.
- e. **Noise.** Applicant will require any contractors to abide by District noise regulations for construction. Applicant shall make reasonable efforts to limit work that is likely to disturb the residents of the neighbors adjacent to the Application Property due to noise to weekdays. Applicant shall notify the 3544 Owner in writing of potentially noisy, disruptive, or hazardous events, such as blasting or pile driving at least one (1) week prior to the start of such events.
- e. **Work Hours.** The normal exterior construction work week shall be Monday through Friday from 7:00 a.m. until 7:00 p.m. except as expressly required or permitted by a District agency or in the event of an emergency. Heavy machinery use that generates sound levels in excess of 90 decibels (90 db) and any construction related vehicles weighing over five tons (i.e., a box truck) coming to and from the Property must not begin before 7:00 AM and must end at 5:00 PM. No exterior construction activity shall occur on Sundays or federal holidays. All trucks for delivery of materials, construction or otherwise, shall arrive, depart, and operate on the Property only during the foregoing hours. There shall be no queuing of construction related vehicles in front of the 3544 Owner's property and there shall be no queuing of such vehicles on the adjacent streets prior to the stated work hours. Applicant shall make good faith efforts to limit work and noise

that could disturb the 3544 Owner to weekdays, except where limitations on work during the week require work on Saturdays.

3. **Contractors and Subcontractors.** Applicant shall require that all contractors and subcontractors be contractually required to follow the terms of, and comply with, the policies set forth in this Construction Management Plan. Applicant shall also require that all contractors and subcontractors use only licensed vehicles and comply with all DC traffic laws and regulations.
4. **Traffic, Loading, and Parking.** Specific truck queuing and routing shall be agreed upon with the District Department of Transportation. Applicant shall require all vehicle operators entering the Property abide by the D.C. "Motor Vehicle Excessive Idling Act" of 1984, as amended (1997), which allows idling of up to three minutes while a motor vehicle is parked, stopped or standing, except, *inter alia*, "to operate for 15 minutes air conditioning equipment on buses with an occupancy of twelve or more persons" or "to operate heating equipment when the local temperature is thirty-two degrees Fahrenheit or below." A flagperson shall be assigned to expedite movement of construction related traffic, if any consistent traffic backups occur on any of the public streets adjacent to the Property. Applicant will ensure that vehicles will not double park on streets surrounding the site, shall keep one clear lane of traffic open at all times, and shall otherwise obey all posted parking, stopping, and standing restrictions on streets surrounding the site. All contracts with contractors and service providers shall include a provision that requires all vehicles coming to the site (including any subcontractors) to refrain from double parking, keep one clear lane of traffic open at all times, and otherwise obey all posted parking, stopping, and standing restrictions on streets surrounding the Property. Parking for construction workers will be provided on-site, off-site, and in the curb lane immediately adjacent to the Property frontage, provided Applicant shall not permit construction parking immediately in front of the adjacent neighbors' property.
5. **Utilities.** In connection with the work associated with the Project, proper provisions shall be made at the expense of the Applicant to ensure that electric, water, sewer, cable, and all other utilities serving the adjacent neighbors' property are not adversely affected at any time.
6. **Drainage.** Consistent with the requirements of D.C. law and municipal regulations (DCMR, Title 21), Applicant will develop and implement a plan for effective storm water management. Applicant and its contractors shall work with the Department of Buildings as required to maintain temporary storm water management/sediment erosion control systems throughout the Project's construction until such time as the permanent facilities are constructed, approved, and functioning so that there shall be no adverse water impacts on the adjacent neighbors' property
7. **Debris.** The Applicant will install, or require that the Contractor install, a protective shield/barrier that separates the Application property from the 3544 Property. This protective shield/barrier will be sufficient to eliminate any debris and dust from

accumulating on the 3544 Owner Property. Any debris/garbage/dust that falls onto the 3544 Property (including the roof) must be cleaned up (including sweeping and hosing down the porch) by the end of the workday.

8. **Construction monitoring.** A 3rd party inspector shall provide monitoring services throughout the construction (periodically as outlined in the agreement for the services). If significant movement is detected, there should also be a stabilization plan in place as part of the permit documents that is put into action. Copies of all 3rd party inspector reports will be provided to the 3544 Owner within three (3) days. In addition, should issues arise during the construction process that will impact the 3544 Owner or her property, Applicant shall coordinate a time to permit the 3544 Owner or her engineer to meet with the Applicant on site and inspect the Project
9. **Pre-Construction Survey.** Prior to commencement of any work on the Property, the 3544 Owner shall allow the Applicant to perform a survey (the “Pre-Construction Survey”) of the Neighbors’ property and all improvements thereon. The Survey must be dated stamped and performed by a 3rd party surveyor with a minimum of ten (10) years of experience conducting such Survey (“Surveyor”). The Pre-Construction Survey shall include photographic evidence of the condition of the 3544 Owner’s property and is intended to provide the parties a reference point from which to determine the effect, if any, that excavation and construction activity on the Property had on the 3544 Owner’s property. The 3544 Owner is entitled to provide evidence of the existing exterior or interior condition of the 3544 Owner’s property, which shall be included in the Survey. The Pre-Construction Survey shall be performed at the sole cost and expense of the Applicant and its General Contractor and a copy of same shall be provided to the 3544 Owner.
10. **Post-Construction Survey.** Promptly following completion of the project, Applicant shall require its General Contractor, pursuant to Construction License, to undertake a survey (the “Post-Construction Survey”) of the 3544 Owner’s property and all improvements thereon. The Survey must be dated stamped and performed by a 3rd party surveyor with a minimum of ten (10) years of experience conducting such Survey (“Surveyor”). The Post-Construction Survey shall include photographic evidence of the condition of the 3544 Owner’s property and is intended to provide the parties a reference point from which to determine the effect, if any, that excavation and construction activity on the Property had on the 3544 Owner’s property. The survey will also provide evidence that any extension has not caused any failure to vent or materially altered venting capacity as a result of work performed on the chimney. The 3544 Owner is entitled to provide evidence of the exterior or interior condition of property, which shall be included in the Survey. The Post-Construction Survey shall be performed at the sole cost and expense of Applicant and its General Contractor and a copy of same shall be promptly provided to the 3544 Owner.
11. **Insurance.** During all periods in which work on the Project is being performed, including work on the 3544 Owner’s property required by this agreement, Applicant shall carry and maintain, and cause its general contractor and subcontractors to carry

and maintain, builder's risk insurance (or such similar successor form of insurance as is then currently available) insuring against injury to persons or damage to 3544 Owner's property arising out of or in connection with in any way the Project. No less than fifteen (15) days prior to the start of construction, Applicant will provide the 3544 Owner with a certificate(s) of insurance identifying the 3544 Owner as an additional insured party. In the event Applicant fails to secure and/or maintain in full force and effect the insurance covering any loss described in this paragraph, the 3544 Owner shall notify Applicant in writing of such failure and allow Applicant thirty (30) days to cure (the "Cure Period") such defect.

12. Nothing in this agreement shall abrogate or limit in any way any of 3544 Owner's rights under DC law, including but not limited to, 3544 Owner's right to receive a copy of the plans submitted to DC Department of Buildings, and to make objections thereto as provided by law.