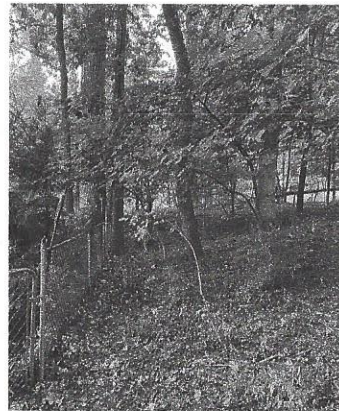


19

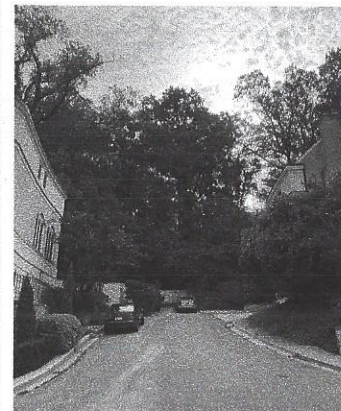


aerial view

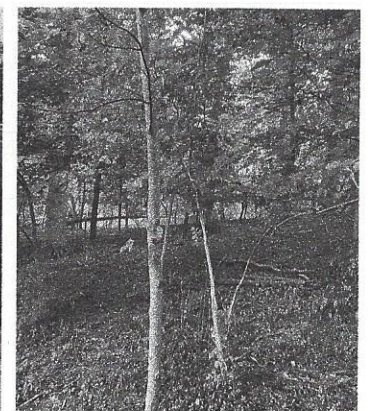
PROPOSED SITE



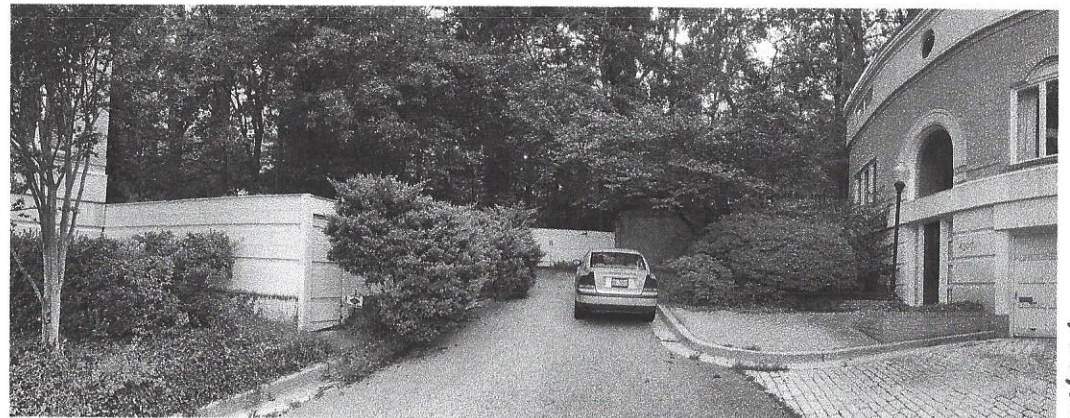
property edge along north border



street view looking up towards entry



veiw towards the eastern end



property entry panroamic view w/ adjacent neighbors


Attachment 6 - 6 pages



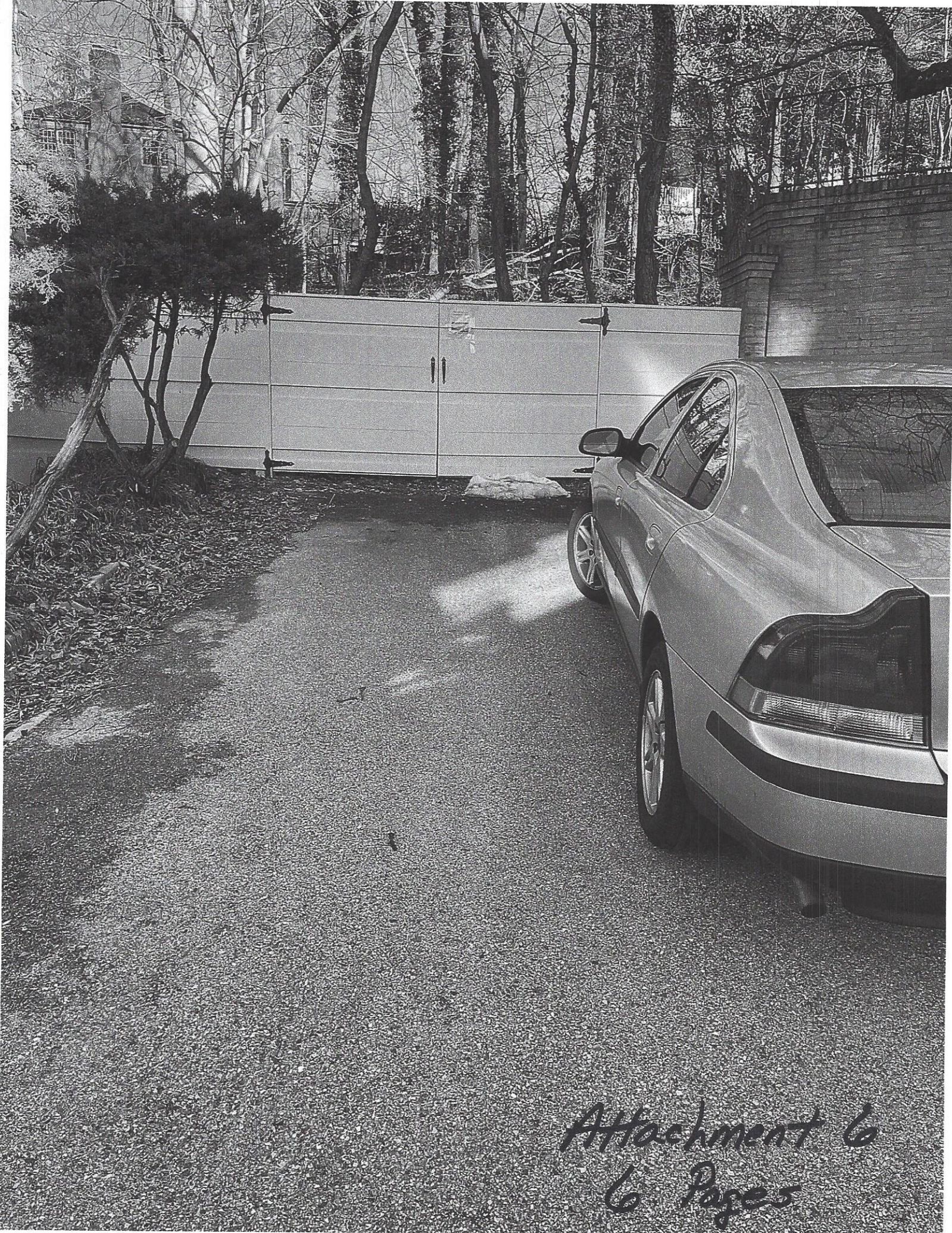
Attachment 6
6 Pages




Attachment 6
Pages



Attachments
& Pages



Attachment 6
6 Pages



Attachment 6
6 Pages

Attachment 7 - 1 page

Attachment 7

Despite protest from neighbors, Takoma developer cuts protected heritage tree

<https://dcist.com/story/22/02/03/developer-cuts-heritage-tree-takoma/>

<https://wamu.org/story/22/02/08/developer-illegally-cut-down-heritage-tree-dc-takoma/>

Despite protest from neighbors, Takoma developer cuts protected heritage tree

with the Other Crescents pursuant to Article V, Section 7, the costs of operating the Association and all other expenses incurred by the Association, its Directors, Officers and Agents, which do not conflict with these Bylaws.

(c) "Common Properties" shall mean those areas or facilities of Foxhall Crescents designated as such on Exhibit B (Easement Plat), that are hereby devoted to the use and enjoyment (in the manner set forth in these Bylaws) of the Members of the Association. These areas or facilities are not owned by the Association or by Members as tenants in common, but are included as a part of individually owned Sites subject to the covenants, conditions and restrictions in these Bylaws. *

(d) "Foxhall Crescents" or "Crescent(s)" shall mean the real estate particularly described on Exhibit A attached hereto and made a part hereof, and any present or future improvements thereon.

(e) "Fractional Share" shall mean that portion of the total Common Expenses for which each Member shall be liable. Each Member's Fractional Share shall be a fraction, the numerator of which is the number of Sites owned by the Member in Foxhall Crescents and the denominator of which is the total number of Sites in Foxhall Crescents.

(f) "Home" shall mean any single unit residential structure in Foxhall Crescents.

(g) "Member" shall mean the record owner, whether one or more persons or entities, of the fee simple title to a Site in a Foxhall Crescents, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title to a Member's Site pursuant to foreclosure or any proceedings in lieu of foreclosure.

(h) "Other Crescents" shall mean the group of Sites identified as Crescents 2, 3, 4 and 5 on the plat attached hereto as Exhibit C.

(i) "Site" shall mean a separately described parcel of real property upon which a Home or a single unit residential structure may be or has been constructed in Foxhall Crescents. A Site may include areas designated as Common Properties. The term "Site" shall include a Home, if any, constructed thereon unless the contrary is expressly provided. Exhibit A (Plat) shows an outline of each Site. The Site number designations are for purposes of these Bylaws only and have no independent meaning (such as order of development, tax lot designation, or the like).

(j) "Undisturbed Internal Areas" shall mean those areas more particularly described in Exhibit B.

portions thereof are made the subject matter of any condemnation or eminent domain proceeding or are otherwise sought to be acquired by a condemning authority, then the institutional holder of any first mortgage on a Site containing such Common Properties shall be given timely written notice by the Board of Directors of any such proceedings or proposed acquisitions. The Association shall have no right to receive the proceeds of any condemnation or acquisition by eminent domain. Each Member shall be entitled to receive the share of such proceeds attributable to any part or all of his Site acquired or condemned.

ARTICLE VIII

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. MEMBERS' EASEMENTS OF ENJOYMENT. Every Member shall have a mutual and non-exclusive right and easement of access to and use and enjoyment of paved areas and sidewalks along the paved areas shown on Exhibit B. Such easement shall be appurtenant to and shall pass with the title to every Site. Members shall not have any right of access to nor use and enjoyment of the remainder of the Common Properties (except to the extent the Common Properties are located upon a Member's own Site), including, but not limited to Undisturbed Internal Areas.

Section 2. ASSOCIATION'S EASEMENT FOR MAINTENANCE. The Association, its Directors, Officers, agents and employees shall have a limited right and easement to enter any part of Foxhall Crescents for the limited purposes of exercising the rights and obligations granted to the Association, its Directors, Officers, agents and employees in these Bylaws.