

Sq 737  
1 of 5

## DECLARATION OF AFFORDABILITY COVENANTS

THIS DECLARATION OF AFFORDABILITY COVENANTS (the "**Declaration**") is made and entered into as of this 13th day of July, 2012 by and between the **DISTRICT OF COLUMBIA HOUSING AUTHORITY** (the "**Authority**"), an independent authority of the District of Columbia, and **SQUARE 737 LLC** (the "**Developer**"), a District of Columbia limited liability company.

**WHEREAS**, Authority created a redevelopment plan to revitalize the former public housing complex commonly known as "**Arthur Capper**" and consisting of separate structures referred to as the "**Arthur Capper Family**", "**Arthur Capper Senior**" and "**Carrollsborg**" developments into a mixed income residential and mixed use community (collectively, the "**Hope VI Project**") and to remediate the blight and severe deterioration in the neighborhood surrounding the HOPE VI Project (the "**Redevelopment Plan**");

**WHEREAS**, the Redevelopment Plan addresses a broad area of approximately 25 acres including the land for the HOPE VI Project and some privately owned land (the "**Redevelopment Area**");

**WHEREAS**, Developer owns land adjacent to the Redevelopment Area that is not part of the HOPE VI Project, "**Developer Property**" as hereinafter defined, which it intends to develop consistent with the Redevelopment Plan and a development plan and schedule ("**Square 737 Plan/Schedule**") both as provided in **Exhibit C** attached hereto and incorporated herein;

**WHEREAS**, Developer identified two parcels of land owned by the Authority as necessary to complete Developer's land assemblage for its planned development, ("**Authority Property**") as set forth at **Exhibit A**, attached hereto and incorporated herein;

**WHEREAS**, on January 26, 2011, the Authority and Developer executed a Purchase and Sale Agreement which included among other terms and conditions, the following provisions: 1) acquisition of Authority Property by Developer; 2) demolition of the District of Columbia Department of Public Works Facility ("**DPW Facility**") by Authority including any necessary environmental remediation; 3) construction of a portion of I Street SE by Authority and Developer; and 4) construction of thirty (30) ACC Units by Developer ("**ACC Units**") ("**Purchase and Sale Agreement**").

**WHEREAS**, Developer has agreed to develop, operate and maintain the ACC Units in accordance with all requirements applicable to public housing, including, without limitation, the U.S. Housing Act of 1937, as amended, U.S. Department of Housing and Urban Development ("**HUD**") regulations thereunder, the Annual Contributions Contract and amendments thereto, any HUD declaration, and all pertinent Federal statutory, executive order, and regulatory requirements, as those requirements may be amended from time to time (all such requirements hereafter collectively referred to as "**Public Housing Requirements**") and intends to locate such ACC Units on

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Developer Property; and

**WHEREAS**, pursuant to the Purchase and Sale Agreement, Authority has agreed to convey the Authority Property to Developer by Special Warranty Deed on even date herewith and the parties have agreed to the recordation of this Declaration on even date herewith on the entire parcel of the Developer Property ("**Covenant Property**") as more particularly described in **Exhibit B** attached hereto and incorporated herein. The Developer will construct and maintain the ACC Units on a portion of the Covenant Property as described in the Square 737 Plan/Schedule;

**WHEREAS**, pursuant to the Purchase and Sale Agreement, the parties have agreed to execute this Declaration and a Release of Declaration, a form of which is attached and incorporated herein as **Exhibit D** at the closing of the conveyance of the Authority Property to Developer ("**Release of Declaration**") and deliver the Release of Declaration at that time into escrow. The parties have further agreed that the Release of Declaration will be released from escrow and recorded against the Covenant Property upon Authority's failure to comply with certain terms and conditions set forth in the Purchase and Sale Agreement. The parties have agreed to execute on even date herewith a certain escrow agreement which shall govern the terms and conditions for the release of the Release of the Declaration ("**Escrow Agreement**"); and

**WHEREAS**, pursuant to the Purchase and Sale Agreement, if after recordation of this Declaration, the location of the ACC Units is moved to a different parcel of real property by agreement of the parties then the Release of Declaration will be released from escrow and recorded and in turn another declaration of affordability covenants (substantially similar in form and substance) will be recorded against the land upon which the ACC Units are actually located (or to be constructed).

**NOW, THEREFORE**, to assure the parties of the performance required herein, and any successors in interest to the parties of the requirements contained herein, in connection with the development, construction, operation, and maintenance of the ACC Units, the parties hereby acknowledge and agree as follows:

**Section 1      Land Subject to Declaration**

A.      Developer does hereby acknowledge and declare it is possessed of and holds title to the Covenant Property and all buildings and fixtures erected or to be erected thereon or appurtenant thereto.

B.      The Authority and Developer hereby declare and acknowledge that the restrictive covenants set forth in this Declaration shall be, and are, covenants running with the land, and are binding upon the Authority and Developer, and their successors and assigns, until released in accordance with Section 3 herein or that certain Escrow Agreement.

**Section 2      ACC Units**

A. The Developer shall develop, construct, operate, and maintain (or shall enter into agreements with other entities who shall develop, construct, operate, and maintain) the ACC Units on a portion of the Covenant Property in compliance with the requirements contained herein. Developer assumes the risk of any development and construction cost overruns related to the ACC Units without any construction funding from the Authority. The Authority has no obligation to provide any capital funds or other funds for construction funding of the ACC Units but shall provide operating subsidy to the ACC Units in accordance with Section 2(E) below. Developer shall submit a copy of this Declaration to any governmental or quasi-governmental agency having jurisdiction over the Covenant Property if the Developer is seeking any zoning or land use approvals or amendments.

B. The ACC Units shall be located in a building (or multiple buildings) to be constructed by Developer on a portion of the Covenant Property or elsewhere as agreed to by the Authority. Construction of the ACC Units shall be completed in the second phase of the larger multiphase development contemplated by Developer as provided in the Square 737 Plan/Schedule. If the Authority and Developer agree to move the location for the ACC Units to a different parcel, or if the Covenant Property is subdivided, they will then record the Release of Declaration and in turn record another Declaration similar in form and substance to this Declaration against the parcels upon which the ACC Units will actually be located.

C. The ACC Units shall include two (2) units constructed in accordance with the Uniform Federal Accessibility Standards ("UFAS"). The Authority shall have the sole right to approve the design and development plans for the UFAS units.

D. The Authority shall have the right to reasonably approve the design and development plans for the ACC Units. The ACC Units will be distributed throughout the building (or multiple buildings) and will match the market mix of units in any building containing ACC Units.

E. Upon the issuance of a certificate of substantial completion by the architect for the building(s) containing the ACC Units, and the receipt of final inspection approvals from the Government of the District of Columbia for all ACC Units, subject to HUD approval, the Authority shall provide operating subsidy for the ACC Units in the amount agreed upon by the Authority and Developer. The operating subsidy amount shall in no case be more than ninety-five (95%) of the amount calculated by HUD for the ACC Units. The Authority shall cooperate with all reasonable requests by Developer for documentation and assistance in Developer's efforts to secure financing for its development of the ACC Units.

F. If the Authority is unable to comply with the requirements of Section 2(E) above, then Developer shall be authorized to rent the ACC Units to qualified tenants pursuant to a site-based waiting list and the rents to be charged for the ACC Units shall be rents affordable to individuals or families earning fifty percent (50%) of the Washington Metropolitan Area Median Income as established annually by HUD for no

less than forty (40) years.

G. If the Developer is unable to comply or timely comply with the terms and obligations set forth in this Covenant including failure to comply with the terms of any debt or mortgage recorded on the Covenant Property, Authority shall submit written notice of such non-compliance to Developer and such notice shall contain a cure period of no less than thirty (30) days. Developer may submit a revised Square 737 Plan/Schedule for the Authority's written approval. Until the construction of the ACC Units, the Square 737 Plan/Schedule may only be modified by the mutual consent of the Authority and Developer. Such modification may include an extension of the Square 737 Schedule which shall be subject to the Authority's prior written approval.

### **Section 3 Release of Declaration**

At the closing on the construction financing for the ACC Units, the Developer and the Authority will execute the Release of Declaration, releasing this Declaration from the Covenant Property. Developer shall properly record and file such Release of Declaration in the appropriate land records of the District of Columbia. At the closing on the construction financing for the ACC Units, the Developer shall further execute and record the requisite HUD Declaration of Restrictive Covenants on the underlying parcels which contain the ACC Units.

### **Section 4 Transfer, Conveyance or Assignment**

A. After conveyance of the Authority Property, the Developer shall remain seized of title to the Covenant Property and shall refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer of any kind of the Covenant Property, or any part thereof, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any interest in any of the same, without prior written approval of the Authority except as authorized below:

1. *Deeds of trust or mortgages or other loan documents to extend or modify the existing financing currently secured by the Covenant Property and deeds of trust or mortgages or loan financing and/or equity financing to effectuate the development planned on the Covenant Land including, but not limited to, the construction of ACC Units and transfer of the Covenant Property to the beneficiary under such approved loan financing, by foreclosure or deed-in-lieu of foreclosure, or to a third party purchaser at a foreclosure sale, provided that any such transfer shall be subject to the terms of this Declaration;*
2. Conveyance or dedication of land for use as streets, alleys, or other public rights-of-way, and grants and easements for the establishment, operation, and maintenance of public utilities;

3. Transfer, conveyance or assignment of fee simple interest to an affiliate of Developer;
4. Transfer, conveyance, or assignment of fee simple interest in connection with any subdivision of the Covenant Land which such subdivision shall be subject to the Authority's prior approval.

B. No transfer, conveyance, or assignment shall be made without the approval of the Authority of the following:

1. Any interest of a managing member, general partner, or controlling stockholder (any such interest being referred to as a "**Controlling Interest**") of the Developer; or
2. a Controlling Interest in any entity which has Controlling Interest in the Developer; and
3. the Authority will not unreasonably delay a request by the Developer for the Authority's consent to an internal reorganization.

#### **Section 5      Amendments**

Except as provided herein, this Declaration shall not be amended, modified or released without the prior written consent of the Authority. Any such amendment, modification, or release shall be recorded promptly among the land records of the District of Columbia and the cost of such recordation shall be paid by the Developer.

#### **Section 6      Counterparts**

This Declaration may be executed in counterparts, each of which shall be deemed original, but all of which together, shall constitute one instrument.

#### **Section 7      Illegality**

If any provision of this Declaration is held to be unenforceable or illegal for any reason, said provision shall be severed from all other provisions. All other provisions shall remain in full force and effect without reference to the unenforceable or illegal provision.

#### **Section 8      Recitals**

The foregoing recitals are hereby incorporated herein and made a part hereof.

#### **Section 9      Enforcement**

Enforcement of this Declaration by the Authority may be by a proceeding, at law or in

equity, against any person or persons violating or attempting to violate, intentionally or otherwise, any covenant or restriction herein contained, either to restrain any violation hereof or to recover damages or monies, or to proceed against the land or property herein described in the enforcement of any lien or obligation created by or resulting from this Declaration.

## **Section 10    Notices**

Any notice, request, demand, approval and other communications under this Declaration shall be in writing, and shall be deemed duly given or made at a time and on the date when personally delivered as shown on a receipt thereof (which shall include delivery by a nationally recognized overnight delivery service or by telecopy with confirmed receipt or three (3) business days after being mailed by prepaid registered or certified mail, return receipt requested, to the address for each party set forth.

*If to the Authority:*

District of Columbia Housing Authority  
1133 North Capitol Street, NE, Suite 200  
Washington, DC 20002  
Telephone: 202-535-1500  
Attn: Executive Director

*with a copy to:*

District of Columbia Housing Authority  
1133 North Capitol Street, NE, Suite 210  
Washington, DC 20002  
Telephone: 202-535-2835  
Attn: General Counsel

*If to the Developer:*

Square 737 LLC  
c/o William C. Smith Co., Inc.  
1100 New Jersey Avenue, SE, Suite 1000  
Washington, DC 20003  
Telephone: (202) 465-7028  
Attn: Bradley J. Fennell

*with a copy to:*

Reno & Cavanaugh  
455 Massachusetts Avenue, NW Suite 400  
Washington, DC 20001  
Telephone: 202-349-2448

Attn: Cynthia Paine, Esq.

**Section 11    Applicable Law**

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

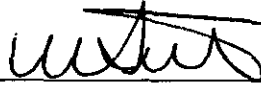
**[Signature Appears on Next Page]**

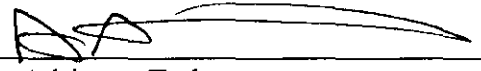
IN WITNESS WHEREOF, the Authority has caused this Declaration to be executed by its duly authorized officer for proper recording in the public records.

**Authority:**

**WITNESS:**

**DISTRICT OF COLUMBIA HOUSING  
AUTHORITY**, an independent authority of the  
District of Columbia

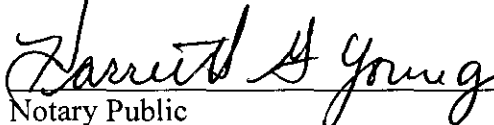
  
Name: Mitche Smith-Mack

By:   
Adrienne Todman  
Executive Director

DISTRICT OF COLUMBIA ) ss:

Before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date Adrienne Todman, personally well known (or satisfactorily proven) to me to be the person whose name is subscribed to the foregoing and annexed Declaration of Trust, who, being by me first duly sworn, did acknowledge that she is the Executive Director of the District of Columbia Housing Authority, an independent authority of the District of Columbia, which entity is a party to the foregoing and annexed Declaration of Affordability Covenants, and that she, being duly authorized so to do, executed said Declaration on behalf of said entity as its free act and deed for the uses and purposes therein contained.

WITNESS my hand and official seal this 5<sup>th</sup> day of July 2012.

  
Notary Public

[Notarial Seal]

My Commission Expires: 7/31/2014



IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed by its duly authorized officer for proper recording in the public records.

**Developer:**

**WITNESS:**

Clare J. McCabe  
Name: Clare J. McCabe

**SQUARE 737 LLC**, a District of Columbia limited liability company

By: W. Christopher Smith, Jr.  
Name: W. Christopher Smith, Jr.  
Title: General Manager

DISTRICT OF COLUMBIA ) ss:

Before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date W. Christopher Smith, Jr., personally well known (or satisfactorily proven) to me to be the person whose name is subscribed to the foregoing and annexed Declaration of Trust, who, being by me first duly sworn, did acknowledge that he is the General Manager of the Square 737 LLC, a District of Columbia limited liability company, which entity is a party to the foregoing and annexed Declaration of Affordability Covenants, and that he, being duly authorized so to do, executed said Declaration on behalf of said entity as its free act and deed for the uses and purposes therein contained.

WITNESS my hand and official seal this 13<sup>th</sup> day of July 2012.

Donna B. Kinnaman  
Notary Public

[Notarial Seal]

My Commission Expires: \_\_\_\_\_

DONNA B. KINNAMAN  
NOTARY PUBLIC  
DISTRICT OF COLUMBIA  
MY COMMISSION EXPIRES  
12-14-2012

**Exhibit A**  
**Authority Property**  
**Legal Description**

**EXHIBIT A**

**LEGAL DESCRIPTION**

Legal Description  
A&T Lot 802, Square N-737

Part of Assessment and Taxation Lot 801 in Square N-737, as shown on Assessment and Taxation Plat 3609-U as recorded among the Records of the Office of the Surveyor for the District of Columbia; said part of Assessment and Taxation Lot 801 being more particularly described by metes and bounds as follows:

Commencing for the same at the northeast corner of Lot 75 as shown on a plat of subdivision made by R.P. Andrews Paper Company and The Evening Star Newspaper Company as recorded Jun 3, 1971 in said Office of the Surveyor in Subdivision Book 157 at page 105, also being the intersection of the south line of H Street, S.E. (80 feet wide) and the west line of Second Street, S.E. (90 feet wide); thence along said south line of H Street, S.E. Due West, 436.11 feet to a west line of said Assessment and Taxation Lot 801 and the west line of Public Ground as shown on a plat of Public Streets and Alleys Closed Squares 738, N737 and 739 as shown in Subdivision Book 203 at page 35 as recorded among the records of the Office of the Surveyor and the Point of Beginning; thence along said west line of Public Ground Due South, 88.26 feet to a west line of said Assessment and Taxation Lot 801; thence along said west line of Assessment and Taxation Lot 801 North 15 44' 00" West, 91.72 feet to a point; thence for a new line of division across said Assessment and Taxation Lot 801 and along the south line of H Street, S.E. extended Due East 24.87 feet to said west line of said Public Ground and the True Point of Beginning, containing an area of 1,098 square feet of land.

NOTE: At the date hereof the above-described land is known for purposes of assessment and taxation as Lot **802** in Square **N-737** as shown among the Records of the Office of the Surveyor of the District of Columbia.

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

A&T Lot 816 (16,028 square feet of A&T Lot 814), Square 737

Part of Reservation 17-A in Square 737 as shown on Assessment and Taxation Book 3600-E as recorded among the Records of the Office of the Surveyor for the District of Columbia, said part of Reservations 17-A being more particularly described as follows:

BEGINNING for the same at a intersection of Public Ground and the south line of said Square 737 as shown on a plat entitled "Public Streets & Alley Closed, Squares 737, N-737 and 739, recorded in Subdivision Book 203 at page 35; thence along the east line of said Public Ground

1. North 00° 09' 08" East, 142.67 feet to the southwesterly line of Canal Street, SE; thence along said southwesterly line
2. South 57° 32' 30" East, 265.83 feet to the south line of said Square 737; thence along said south line
3. Due West, 224.68 feet to said east line of Public Ground and the Point of Beginning, containing 16,028 square feet or 0.36795 acres (record) of land.

NOTE: At the date hereof said land is known for purposes of assessment and taxation as Lot **816** in Square **737** filed among the Records of the Office of the Surveyor of the District of Columbia.

**Exhibit B**  
**Covenant Property**  
**Legal Description**



**DESCRIPTION OF ALL OF  
ASSESSMENT AND TAXATION LOT 802  
ASSESSMENT AND TAXATION BOOK 3851-Q  
SQUARE 737-N  
AND ALL OF  
ASSESSMENT AND TAXATION LOTS 819, 821, 823 & 824  
ASSESSMENT AND TAXATION BOOK 3855-S  
SQUARE 737  
WASHINGTON, D.C**

Being all of Assessment and Taxation Lot 802 in Square North-737, filed in Assessment and Taxation Book 3851-Q, and all of Assessment and Taxation Lots 819, 821, 823 and 824 in Square 737, filed in Assessment and Taxation Book 3855-S, all among the Records of the Office of Surveyor for the District of Columbia and being more particularly described as follows:

Beginning for the same at a point marking the southeasterly corner of Lot 75 in Square 737, recorded in Subdivision Book 157 at Page 105 among the aforesaid Records, said point also marking the intersection of the northerly line of I Street, S.E. (width varies) and westerly line of 2<sup>nd</sup> Street, S.E. (90 feet wide), said point also marking the southeasterly corner of the aforesaid Assessment and Taxation Lot 821 in Square 737, thence running with said northerly line of I Street, S.E.

- 1.) Due West, 132.05 feet (record) to a point marking the easterly corner of Assessment and Taxation Lot 816 in Square 737, filed in Assessment and Taxation Book 3854-J among the aforesaid Records, said point also marking the southwesterly corner of the aforesaid Assessment and Taxation Lot 823 in Square 737; thence leaving the aforesaid northerly line of I Street, S.E. and running with a portion of the northeasterly line of said Assessment and Taxation Lots 816 in Square 737
- 2.) North 57°32'30" West, 17.40 feet (record) to a point marking a westerly corner of the aforesaid Assessment and Taxation Lot 823 in Square 737, said point also marking the southeasterly corner of Assessment and Taxation Lot 822 in Square 737, filed in the aforesaid Assessment and Taxation Book 3855-S; thence leaving the aforesaid northeasterly line of Assessment and Taxation Lots 816 in Square 737 and running with the easterly line of Assessment and Taxation Lots 822, 820 and 818 in Square 737, filed in the aforesaid Assessment and Taxation Book 3855-S
- 3.) Due North, 230.66 feet (record) to a point marking a southerly corner of the aforesaid Assessment and Taxation Lot 819 in Square 737, said point also marking the northeasterly corner of the aforesaid Assessment and Taxation Lot 818 in Square 737; thence leaving the aforesaid easterly line of Assessment and Taxation Lot 818 in Square 737 and running with the northerly line of the aforesaid Assessment and Taxation Lots 818 and 822 in Square 737
- 4.) Due West, 277.61 feet (record) to a point lying on the easterly line of New Jersey Avenue, S.E. (width varies); thence leaving the aforesaid northerly line of Assessment and Taxation Lot 822 in Square 737 and running with a portion of said easterly line of New Jersey Avenue, S.E. and also with the easterly line of Assessment and Taxation Lot 803 in Square North-737, filed in the aforesaid Assessment and Taxation Book 3851-Q

- 5.) North  $15^{\circ}44'00''$  West, 135.13 feet (record) to a point marking the northwesterly corner of the aforesaid Assessment and Taxation Lot 802 in Square N-737, said point also marking a southerly corner of the aforesaid Assessment and Taxation Lot 803 in Square North-737; thence leaving the aforesaid easterly line of Assessment and Taxation Lot 803 in Square North-737 and running with the southerly line of said Assessment and Taxation Lot 803 in Square North-737 and also with the southerly line of H Street, S.E. (80 feet wide)
- 6.) Due East, 460.98 feet (record), to a point marking the northeasterly corner of the aforesaid Assessment and Taxation Lot 821 in Square 737, said point also marking the intersection of the aforesaid southerly line of H Street, S.E. and the aforesaid westerly line of 2<sup>nd</sup> Street, S.E.; thence leaving said southerly line of H Street, S.E. and running with said westerly line of the 2<sup>nd</sup> Street, S.E.
- 7.) Due South, 370.08 feet (record), to the point of beginning, containing 92,725 square feet or 2.12867 acres (record) of land.



SQUARE N-737  
LOT 803

**H STREET, S.E.**  
(80' WIDE)

DUE EAST

460.98' (R)

N15°44'00"W

135.13' (R)

SQUARE N-737  
802

824

819

SKETCH SHOWING ALL OF  
LOTS 819, 821, 823, 824  
AND ALL OF  
SQUARE 737

LOT 802  
SQUARE 737-N

92.725 SQ. FT. OR 2.12867 ACRES (R)

**NEW JERSEY AVENUE, S.E.**  
(WIDTH VARIES)

DUE EAST

818

SQUARE 737

822

816

817

277.61' (R)

DUE SOUTH

230.66' (R)

SOUTHEASTERLY CORNER  
OF LOT 75 IN SQUARE 737  
SUBDIVISION BOOK 157, PAGE 105

823

N57°32'30"W

17.40'

DUE WEST

132.05' (R)

1 (EYE)  
STREET, S.E.

DUE SOUTH

370.08' (R)

**2nd STREET, S.E.**  
(90' WIDE)

POINT OF  
BEGINNING

DC NORTH

SKETCH SHOWING ALL OF  
LOTS 819, 821, 823, 824  
AND ALL OF  
SQUARE 737

LOT 802

SQUARE 737-N

WASHINGTON, D.C.

SCALE: 1"=80' JULY 5, 2012

NOTE: ALL BEARINGS AND DISTANCES EQUAL RECORD.

**VIKACAPITOL**  
ENGINEERS \* PLANNERS \* LANDSCAPE ARCHITECTS \* SURVEYORS \* GPS SERVICES  
Vika Capitol, LLC

★ 4910 MASSACHUSETTS AVENUE, NW SUITE 214 ★ WASHINGTON, DC 20016 ★  
Phone: 202.244.4140 ★ Fax: 202.244.4196  
★ WWW.VIKACAPITOL.COM ★



**Exhibit C**  
**Square 737 Plan/Schedule**

## **Exhibit C - 737 Plan / Schedule**

### **Plan& Schedule**

The enclosed Plan depicts the *proposed development of Square 737*. The Developer proposes to develop and construct the ACC Units within Phase 2 as provided in the enclosed Plan. The Developer shall file an application for a building permit for a residential project within Phase 2 containing the ACC Units pursuant to the terms and conditions set forth in the Declaration. The Developer shall file for a building permit for a project within Phase 2 that includes the ACC Units no later than six (6) years from the recordation date of the Declaration.

**Exhibit D**  
**Form of Release of Declaration**

**RELEASE OF DECLARATION OF AFFORDABILITY COVENANTS**

**KNOW ALL MEN BY THESE PRESENTS**, that the undersigned parties, the DISTRICT OF COLUMBIA HOUSING AUTHORITY (“**Authority**”) and SQUARE 737 LLC (“**Developer**”) do hereby release and discharge the property identified in Exhibit A hereto from the terms, restrictions, covenants, conditions or other requirements set forth in that certain Declaration of Affordability Covenants executed by the undersigned parties dated \_\_\_\_\_ and having Instrument Number \_\_\_\_ recorded in the land records of District of Columbia.

**WITNESS** the due execution of this Release of Declaration of Affordability Covenants on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**AUTHORITY**

**DISTRICT OF COLUMBIA HOUSING AUTHORITY**

By: \_\_\_\_\_  
Name: Adrienne Todman  
Title: Executive Director

**DEVELOPER**

**SQUARE 737 LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DISTRICT OF COLUMBIA ) ss:

Before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date Adrienne Todman, personally well known (or satisfactorily proven) to me to be the person whose name is subscribed to the foregoing and annexed Release of Declaration of Trust, who, being by me first duly sworn, did acknowledge that she is the Executive Director of the District of Columbia Housing Authority, an independent authority of the District of Columbia, which entity is a party to the foregoing and annexed Release of Declaration of Affordability Covenants, and that she, being duly authorized so to do, executed said Declaration on behalf of said entity as its free act and deed for the uses and purposes therein contained.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

[Notarial Seal]

Doc# 2012076452 Fees: \$76.50  
07/17/2012 1:03PM Pages 20  
Filed & Recorded in Official Records o  
WASH DC RECORDER OF DEEDS IDA WILLIAMS

My Commission Expires: \_\_\_\_\_

DISTRICT OF COLUMBIA ) ss:

Before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date \_\_\_\_\_, personally well known (or satisfactorily proven) to me to be the person whose name is subscribed to the foregoing and annexed Release of Declaration of Trust, who, being by me first duly sworn, did acknowledge that he is the \_\_\_\_\_ of the \_\_\_\_\_, a District of Columbia limited liability company, which entity is a party to the foregoing and annexed Release of Declaration of Affordability Covenants, and that he, being duly authorized so to do, executed said Declaration on behalf of said entity as its free act and deed for the uses and purposes therein contained.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Notary Public

[Notarial Seal]

RECORDING  
SURCHARGE  
COPIES

\$ 25.00  
\$ 6.50  
\$ 45.00

My Commission Expires: \_\_\_\_\_

**RETURN TO:**  
**CANAL PARK TITLE & ESCROW LLC**  
**1100 NEW JERSEY AVE. SE, STE. 1020**  
**WASHINGTON, DC 20003**