

SUMMARY OF ISSUES RELATED TO
POHLMAN TOWNS HOMEOWNERS ASSOCIATION, INC.

Lot 880 is the alley. Manna has deeded Lot 880 to the HOA.

Lot 102 consists of 814B and 814A T St. The area between the wall of 814B and Lot 880 is included in the alley by an easement from the owner of 814B to the other 5 owners. Lot 102 was subdivided into two tax lots. One tax lot is for 814B and the other tax lot is for 814A.

Lot 100 consists of 812B and 812A T St. Lot 100 was subdivided into two tax lots. One tax lot is for 812B and the other tax lot is for 812A.

Lot 101 consists of 1850B and 1850A 8th St. Lot 101 was subdivided into two tax lots. One tax lot is for 1850B and the other tax lot is for 1850A.

A parking space for 814B is located at the back of 814A and 812B. The owners of 814A and 812B have granted an easement to the owner of 814B to use the parking space.

A parking space for 1850A is located at the back of 812B and 812A. The owners of 812B and 812A have granted an easement to the owner of 1850A to use the parking space.

A parking space for 1850B is located at the back of 812A and 1850A. The owners of 812A and 1850A have granted an easement to the owner of 1850 to use the parking space.

A paved private walkway runs behind 814B, 814A, 812B, 812A, and 1850A. Those 5 owners have granted a mutual and reciprocal easement to all of the other owners plus 1850B and the HOA to walk across the private walkway and the rules prohibit any owner from placing any object or barrier on the private walkway that will impede the ability to walk through the walkway.

The stormwater management facility runs behind 814B, 814A, 812B, 812A, and 1850A. Those 5 owners have granted a mutual and reciprocal easement to all of the other owners plus 1850B and the HOA to have access to the stormwater management facility to repair and maintain it.

The sidewalks in front of all 6 townhouses are in public space but will be maintained and repaired by the HOA.

CO-1, CO-2, and CO-3 will be cleaned out periodically by the HOA.

MH-1 and MH-2 (manholes) will be maintained by the City.

Each homeowner will owe a monthly HOA fee based on the attached initial HOA budget, as revised each year.

Three water bills will be generated by DC WASA – one for 814B and 814A, one for 812B and 812A, and one for 1850B and 1850A. These 3 bills, in turn, will show the amount used by each townhouse through a sub-meter. The bills will be paid by the HOA which will, in turn, bill each townhouse owner for the amount reflected on the sub-meter. Each owner will owe the monthly HOA fee plus the WASA amount.

Pohlman Towns HOA
0

12-Jul-19

OPERATING BUDGET

Year 1

INCOME

Townhome	avg.perunit	Total	
3 w/parking	\$200	\$600	\$7,200
3 wo/parking	\$123	\$369	\$4,428
0 abc	#DIV/0!	\$0	\$0
TOTAL INCOME		\$969	\$11,628

EXPENSES

Administrative

Legal	\$500
Management Fee	\$4,320
Accounting	\$600
Bank Fee	\$336
TOTAL ADMINISTRATIVE	\$5,756

Taxes and Insurance

Misc. tax/license/permit	\$0
Insurance	\$900
TOTAL TAXES AND INSURANCE	\$900

Utilities

Water/Sewer/GreenRoof	\$1,076
Gas	\$0
Electric	\$0
Telephone/Intercom	\$0
TOTAL UTILITIES	\$1,076

Operating and Maintenance

Repair Contracts & Materials	\$525
Grounds--snow, yard	\$1,476
Garbage/Trash removal	
Extermination	\$500
Cleaning	\$0
Security	\$0
Other oper/maintenance	\$0
TOTAL OPER. AND MAINTENANCE	\$2,501

TOTAL EXPENSES

\$10,233

RESERVES

\$1,395

NET OPERATING INCOME

(\$0)

Pohlman Towns HOA

12-Jul-19

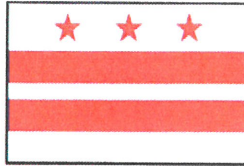
\$11,628 Operating Budget

Operating Budget

Bldg/Unit #		Initial Monthly Fees	Annually
		(rounded to nearest dollar)	
8th Street			
1	1850 A	\$200	\$2,400
2	1850 B	\$200	\$2,400
3	814 B	\$200	\$2,400
4	814 A	\$123	\$1,476
5	812 A	\$123	\$1,476
6	812 B	\$123	\$1,476
		\$969	\$11,628

<u>3</u>	<u>3</u>	w/parking	\$600	\$7,200
<u>0</u>	<u>3</u>	wo/parking	\$369	\$4,428
<u>0</u>	<u>0</u>	abc	\$0	\$0
<u>0</u>	<u>6</u>	total	\$969	\$11,628

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
CORPORATIONS DIVISION



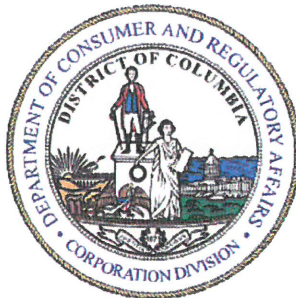
C E R T I F I C A T E

THIS IS TO CERTIFY that all applicable provisions of the District of Columbia Business Organizations Code have been complied with and accordingly, this ***CERTIFICATE OF INCORPORATION*** is hereby issued to:

Pohlman Towns Homeowners Association, Inc.

Effective Date: 7/24/2019

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of 7/24/2019 4:46 PM

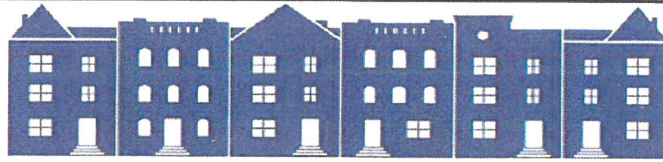


Business and Professional Licensing Administration

PATRICIA E. GRAYS
Superintendent of Corporations
Corporations Division

Muriel Bowser
Mayor

Tracking #: fLihkeiI



DEPARTMENT OF CONSUMER & REGULATORY AFFAIRS

District of Columbia Government

Corporations Division

Articles of Incorporation of Domestic Nonprofit Corporation

One or more persons acting as the incorporator or incorporators under the provisions of the Title 29 of D.C. Code (Business Organizations Act) adopt the following Articles of Incorporation:

First: Corporation Name:

Pohlman Towns Homeowners Association, Inc.

Second: The corporation will have members: No

Third: Registered Agent's name and address in the District Columbia:

Rozanne Look

6856 Eastern Avenue, NW

Suite 100

Washington, District of Columbia 20012

Fourth: The corporation is incorporated as a nonprofit corporation under D.C. Code Title 29 Chapter 4.

Fifth: Miscellaneous Provisions (may attach the statement):

Sixth: Directors Name & Address:

Name	Address
James Dickerson	6856 Eastern Avenue, NW, Suite 100, Washington, District of Columbia 20012
Rozanne Look	6856 Eastern Avenue, NW, Suite 100, Washington, District of Columbia 20012
Ken Simpson	6856 Eastern Avenue, NW, Suite 100, Washington, District of Columbia 20012

Seventh: Incorporators Name & Address:

Name	Address
Richard Eisen	One Thomas Circle NW, Suite 1010, Washington, District of Columbia 20005

Eighth: Incorporators executing this form:

No information provided.

If you sign this form you agree that anyone who makes a false statement can be punished by criminal penalties of a fine up to \$1000, imprisonment up to 180 days, or both, under DCOC § 22-2405;

Amount Paid: \$180.00

Date: 7/24/2019 4:46 PM

E-Signed

ATTACHMENT TO ARTICLES OF INCORPORATION OF
POHLMAN TOWNS HOMEOWNERS ASSOCIATION, INC.

FIRST: The period of the Corporation's duration is perpetual.

SECOND: The purpose or purposes for which the Corporation is organized are as follows:

1. To own, maintain and preserve the Common Area and to provide for environmental and architectural control of the Dwelling Units constructed or to be constructed within that certain tract of real property (referred to as "Pohlman Towns Homes") located in the District of Columbia and more particularly described in **Exhibit B** attached to the Bylaws of the Corporation to be recorded among the land records of the District of Columbia; and (ii) to promote the health, safety and welfare of the residents within the Pohlman Towns and any additions that may be brought within the jurisdiction of this Corporation.

2. With particular reference to Section 29-403.02 and 29-403.03 of the District of Columbia Nonprofit Corporation Act, the Corporation is authorized to acquire, own, use, convey and otherwise dispose of and deal in real property or any interest in it.

3. The Corporation is further authorized to have and exercise any and all powers or privileges now or later conferred by the laws of the District of Columbia upon corporations formed under the Nonprofit Corporation Act, or under any amendment, supplement, or substitution to the Act.

THIRD: The Corporation shall have one class of Members. The qualifications for membership are set forth in the Bylaws. Each Member shall be entitled to vote in the manner set forth in the Bylaws.

FOURTH: The Directors are to be elected by the Members, except for certain rights of appointment reserved to the Developer, as set forth in the Bylaws.

FIFTH: The provisions for the regulation of the internal affairs of the Corporation are to be stated in the Bylaws of the Corporation, as amended.

SIXTH: The name and address, including street and number, of the initial office of the Corporation is:

Pohlman Towns Homeowners Association, Inc.
6856 Eastern Ave. NW, Suite 100
Washington, DC 20012

SEVENTH: The three Directors constituting the initial Board of Directors serve as Directors until the organizational meeting of the Members of the corporation or until their successors are elected and have qualified.

EIGHTH: Distribution of the assets of the Corporation upon dissolution shall be dedicated to a public body or to a nonprofit organization with similar purposes.

NINTH: Amendment of the Articles of Incorporation requires the approval of at least two-thirds (2/3) of the Members. Annexation of additional properties, mergers, mortgaging of common areas, dissolution and amendment of the Articles of Incorporation, requires approval of the United States Department of Housing and Urban Development ('HUD'), the United States Department of Veteran Affairs, ('VA'), the Federal Home Loan Mortgage Corporation ('FHLMC') and/or the Federal National Mortgage Association ('FNMA'), so long as any mortgage against a lot owned by a Member is insured by HUD and/or is subject to the rules of FHLMC or FNMA, as applicable. Approval is not required by HUD, VA, FHLMC or FNMA if the amendment is minor and/or does not directly affect an interest of HUD, FHLMC or FNMA.

POHLMAN TOWNS HOMEOWNERS ASSOCIATION, INC.

CORPORATE RESOLUTION

The following is a true and correct copy of the resolutions adopted at a duly called meeting of the Board of Directors of Pohlman Towns Homeowners Association, Inc., a District of Columbia nonprofit corporation ("HOA"), held on July 25, 2019, at which meeting all of the Directors were present.

NOW, THEREFORE, BE IT RESOLVED, that the attached Bylaws are adopted by the HOA; and

BE IT FURTHER RESOLVED, that the following are the initial officers of the HOA:

President:	James Dickerson
Vice President:	Rozanne Look
Secretary:	Rozanne Look
Treasurer:	Ken Simpson

IN WITNESS WHEREOF, I have affixed my name as Secretary of the HOA this 25th day of July, 2019.



Rozanne Look
Secretary
Pohlman Towns Homeowners
Association, Inc.

BYLAWS

OF

POHLMAN TOWNS HOMEOWNERS ASSOCIATION, INC.

812A, 812B, 814A, and 814B T Street, NW and 1850A and 1850B Eighth Street, NW

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ARTICLE I

PLAN OF ORGANIZATION

Section 1. NAME. The name of the Corporation is Pohlman Towns Homeowners Association, Inc.

Section 2. OFFICES. The initial principal office of the Corporation in the District of Columbia shall be located at 6856 Eastern Avenue, NW, Suite 100, Washington, D.C. 20012. The Corporation may change its principal office and may have any other offices, either inside or outside the District of Columbia.

The Corporation shall have and continuously maintain in the District of Columbia a registered office and registered agent, as required by the District of Columbia Nonprofit Corporations Act. The registered office and the registered agent may be changed by the Corporation.

Section 3. APPLICABILITY OF BYLAWS. The provisions of these Bylaws are applicable to all present and future owners, mortgagees, lessees and occupants of Pohlman Towns Homes and their employees, and any other person who may use the facilities of Pohlman Towns Homes in any manner. The acceptance of a deed of conveyance or the entering into of a lease or the act of occupancy of a Home shall conclusively establish the acceptance and ratification of the Articles of Incorporation and these Bylaws, as they may be amended from time to time, by the person acquiring, leasing or occupying a Home.

Section 4. DEFINITIONS. The following words when used in these Bylaws or any Amendment shall have the following meanings:

(a) "Association" shall mean Pohlman Towns Homeowners Association, Inc., its successors and assigns.

(b) "Common Expenses" shall mean the costs of providing for the operation, care, upkeep, maintenance, repair, replacement, insurance and surveillance of the Common Property.

(c) "Common Property" shall mean the following: Private Alley located in Lot 880 in Square 394, which is owned by the Association for the use and enjoyment (in the manner set forth in these Bylaws) of the Members of the Association and Private Walkway and Stormwater Management Facility located on an easement area granted from the owners of Lots 882, 883, 884, 885, 886, and 887 in Square 394, as more fully depicted in **Exhibit A**.

(d) "Developer" shall mean Manna, Inc.

(e) "Fractional Share" shall mean that portion of the total Common Expenses for which each Member shall be liable, as more fully described in **Exhibit C**.

(f) "Home" shall mean any house and the land on which it is built at Pohlman Towns Homes.

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

(h) "Pohlman Towns Homes" shall mean the 6 houses built on Lots 882 through

887, both inclusive, in Square 394 as more fully described in **Exhibit B**, together with the Common Property. The addresses are 814B, 814A, 812A, and 812B T Street, NW and 1850B and 1850A Eighth Street, NW.

ARTICLE II

HOMEOWNERS ASSOCIATION

Section 1. COMPOSITION. The only members of the Association shall be Members as defined in Article I, Section 4(h). Membership shall be appurtenant to and may not be separated from ownership of a Home. The Members of the Association acting as a group in accordance with these Bylaws, shall constitute the Association, which shall have the responsibility of administering and arranging for the management of the Common Property and enforcing these Bylaws. The Association shall establish the means and methods of collecting the contributions to the Common Expenses and perform all of the other acts that may be required to be performed by the Association by these Bylaws. Except for those matters which these Bylaws specifically require to be decided by vote of the Members, the administration of these responsibilities shall be performed by the Board of Directors or the Officers, as more particularly set forth in Articles III and IV.

Section 2. ANNUAL MEETINGS. The annual meetings of the Association shall be held on a date specified by the Board of Directors no later than one year from the date of the preceding annual meeting. At the annual meetings the Board of Directors shall be elected by ballot of the Members in accordance with the requirements of Sections 2 and 3 of Article III of these Bylaws.

Section 3. SPECIAL MEETINGS. Special meetings of the Association may be called by the Secretary at the direction of the President, a majority of the Board of Directors, or by Members holding at least twenty percent (20%) of the votes. The notice of any special meeting shall state the time, place and purpose of the meeting. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. PLACE OF MEETING. All meetings shall be held at Pohlman Towns Homes or at a nearby location.

Section 5. NOTICE OF MEETINGS. Written notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be mailed or delivered not less than five (5) nor more than thirty (30) days before the date of the meeting, either personally or by mail, by the Secretary, to each Member of the Association at his or her address as shown on the records of the Association. A Member may, in a signed writing, waive notice of any meeting before or after the date of the meeting.

Section 6. INFORMAL ACTION BY MEMBERS. Any action required or permitted by law to be taken at a meeting of the Members of the Association may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed a majority of the Members of the Association.

Section 7. QUORUM AND MANNER OF ACTING. Members or proxies constituting at least fifty percent (50%) of the total votes available to be cast shall constitute a quorum at any meeting unless provided otherwise in the Articles of Incorporation or these Bylaws. If, however, the quorum shall not be present or represented at any meeting, the Members present or represented shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or

be represented. The act of a majority of the votes cast at a meeting at which a quorum is present shall be the act of the Members, unless the act of a greater number is required by law, the Articles of Incorporation or these Bylaws.

Section 8. CONDUCT OF MEETINGS. The Directors may make any regulations that they consider necessary for any meeting of the Members, including proof of membership in the Association, evidence of the right to vote and the appointment and duties of inspectors of votes. The regulations shall be binding upon the Association and its Members.

Section 9. PROXIES. At all meetings of Members, each Member may vote in person or by proxy. Every proxy shall be executed in writing by the Member and filed with the Secretary of the meeting for which the proxy is being used. Every proxy shall be revocable and shall be valid only for the specific meeting, unless otherwise provided in the proxy. Any proxy shall automatically cease upon conveyance by the Member of the Member's Home.

Section 10. TITLE TO HOMES. Title to Homes may be taken in the name of a natural person or in the names of two or more natural persons, or in the name of a corporation, partnership, association, trust, or other entity capable of holding title to real property in the District of Columbia, or any combination of these.

Section 11. VOTING. Each Member shall be entitled to cast one vote for each Home owned, at all meetings of the Association. Where the ownership of a Home is either in more than one person or in an entity other than an individual, then the person who shall be entitled to cast the vote for that Member shall be the person named in a certificate signed by all of the individual Members who own the Home, or by an officer authorized to act for the entity which owns the Home, and filed with the Secretary. That certificate shall be valid until revoked by a subsequent certificate. Except where a greater number is required by these Bylaws, a majority of the Members present in person or by proxy is required to adopt decisions at any meeting of the Association.

ARTICLE III

DIRECTORS

Section 1. QUALIFICATION. Directors must be individuals who are Members of the Association, except for the initial Directors.

Section 2. NUMBER AND TENURE. The initial Board of Directors shall be the three Directors named in the Articles of Incorporation. The number of Directors from and after the initial annual meeting shall be either three or five, who shall be elected by the Members at each annual meeting. A change in the number of Directors shall be made only by amendment to these Bylaws. If there are three Directors, two shall be elected initially for a two year term and one for a one year term. If there are five Directors, three shall be elected initially for a two year term and two shall be elected for a one year term. After the initial election, each Director shall serve for a term of two years. Any vacancy occurring due to the resignation or death of an elected Director shall be filled by the affirmative vote of a majority of Directors, even if less than a quorum. If the vacancy has not been previously filled, it shall be filled at the next succeeding meeting of the Association. The initial Board of Directors shall serve (i) until the election of Directors at the first annual meeting of the Association or (ii) until replaced by the Developer. The Developer's appointees need not be Home Owners or residents of Pohlman Towns Homes, and the Developer shall have the right in its sole discretion to replace such Directors and to designate their successors if vacancies occur for any reason. Not later than the time that 25 percent of the Homes have been conveyed, a

special meeting of the Association shall be held at which Home Owners other than the Developer shall meet to elect one replacement Director. For the purposes of this special election, normal quorum requirements shall be suspended, and the Directors shall be elected by a simple majority of the eligible Home Owners present in person or by proxy at such meeting. If no special meeting is held, the original Directors remain in office until replaced. Not later than the time that 75 percent of the Homes have been conveyed, the first annual meeting of the Association shall be held at which the entire Board of Directors shall be elected by the Home Owners.

Section 3. POWERS AND DUTIES. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all acts that are not prohibited by these Bylaws. The Board of Directors shall delegate to the President the authority to act on behalf of the Board of Directors on all matters relating to the duties of the Managing Agent, if any, which might arise between meetings of the Board of Directors. In addition to the duties imposed by these Bylaws or by any resolution of the Association, the Board of Directors shall have the power to, and be responsible for, the following:

(a) Preparation of an annual budget, in which there shall be established the contribution of each Member to the Common Expenses.

(b) Making assessments against Members, establishing the means and methods of collecting the assessments from the Members, and establishing the period of the installment payment of special assessments for Common Expenses.

(c) Providing for the operation, care, upkeep, maintenance and surveillance of the Common Property, in accordance with the requirements of Article V₁ and the operation and administration of the Association.

(d) Designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Common Property and, where appropriate, providing for the compensation of the personnel and for the purchase of equipment, supplies and material to be used by the personnel in the performance of their duties, which supplies and equipment shall be the property of the Association.

(e) Collecting the assessments against the Members, depositing them in a bank depository which it shall approve, and using the proceeds to carry out the administration of the Association.

(f) Adopting and amending Rules and Regulations that are consistent with these Bylaws.

(g) Opening of bank accounts on behalf of the Association and designating the signatories.

(h) Making, or contracting for the making of, repairs, additions, and improvements to, or alterations of, the Common Property.

(i) Enforcing by legal means the provisions of these Bylaws and the Rules and Regulations for the use and enjoyment of the Common Property, and bringing any proceedings which may be instituted on behalf of the Association.

(j) Obtaining and carrying insurance against casualties and liabilities, as provided in Article VI of these Bylaws, and paying the premium.

(k) Paying the cost of all services rendered to the Association.

(l) Keeping books with detailed accounts in chronological order of the receipts and expenditures, specifying the maintenance and repair expenses of the Common Property and any other expenses incurred. The books and vouchers accrediting the entries and the records of the Board of Directors and the Association shall be available for examination by the Members and the duly authorized agents or attorneys of the Members, during normal business hours. All books and records shall be kept in accordance with generally accepted accounting principles.

(m) Issuing, or causing an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states that an assessment has been paid, that certificate shall be conclusive evidence of the payment.

(n) Sending written notice of each special assessment to Members and sending written notice of the annual assessment to every Member, as required in Article V.

(o) Keeping a complete record of all its acts and corporate affairs and presenting a statement to the Members at the annual meeting of the Association, or at any special meeting when a statement is requested in writing by Members holding at least twenty percent (20%) of the votes.

(p) Supervising all officers, agents and employees of the Association and seeing that their duties are properly performed.

(q) Doing all other acts not inconsistent with these Bylaws, which it may be authorized to do by a resolution of the Association.

Section 4. MANAGING AGENT. The Board of Directors may, but is not required to, employ for the Association a professional Managing Agent at a compensation established by the Board of Directors, to perform all duties and services that the Board of Directors shall authorize.

Section 5. REMOVAL OF MEMBERS OF THE BOARD OF DIRECTORS. At any regular or special meeting of the Association duly called, any one or more Directors may be removed with or without cause by the vote of a majority of the Members entitled to vote at meetings of the Association, and a successor may then and there be elected to fill that vacancy. Any Director whose removal has been proposed by the Members shall be given at least ten (10) days' notice of the purpose and date of that meeting and shall be given an opportunity to be heard at the meeting.

Section 6. ANNUAL AND REGULAR MEETINGS. The annual meeting of the Board of Directors shall be held within one week following the annual meeting of the Members at a time and place determined by the Board of Directors. The Board of Directors shall hold regular meetings at times selected by the Board, at least once a month.

Section 7. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors on five (5) days notice to each Director, given by telephone or personally, which notice shall state the time, place and purpose of the meeting.

Section 8. WAIVER OF NOTICE. Any Director may, at any time, in a signed writing, waive notice of any meeting of the Board of Directors. Attendance by a Director at any meeting of the Board of Directors shall constitute a waiver of notice of the time, place and purpose of

that meeting, as to that Director.

Section 9. QUORUM OF BOARD OF DIRECTORS. At all meetings of the Board of Directors, a majority of the Directors then in office shall constitute a quorum for the transaction of business, and the vote of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors.

Section 10. FIDELITY BONDS. The Board of Directors shall obtain a fidelity bond or insurance covering dishonest acts on the part of Directors, managers, volunteers, trustees, officers and employees of the Association handling or responsible for handling funds belonging to or administered by the Association. The bond or insurance shall name the Association and the Members as the named insured and the amount of the bond or insurance shall be in no event less than one and one half times the Association's estimated annual operating expenses and reserves. The bond or insurance shall include an appropriate endorsement to cover any persons who serve without compensation if the bond or policy would not otherwise cover volunteers. The premiums on the bond or insurance shall constitute a Common Expense. If a bonded Managing Agent has control over the funds of the Association, the fidelity bond described above will not be required.

Section 11. COMPENSATION. No Director shall receive any compensation from the Association for acting as a Director.

Section 12. CONDUCT OF MEETINGS. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a Minute Book of the Board of Directors recording in it all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at the meetings. Robert's Rules of Order or a similar procedure approved by the Board of Directors shall govern the conduct of the meetings of the Board of Directors when not in conflict with these Bylaws.

Section 13. ACTION BY WRITTEN CONSENT IN LIEU OF A MEETING. Any action required or permitted to be taken at a meeting of the Directors pursuant to these Bylaws may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by a majority of the Directors.

Section 14. LIABILITY OF THE BOARD OF DIRECTORS. The Directors shall not be liable to the Members for any mistake of judgment, negligence, or otherwise except for their own individual gross negligence or willful misconduct. The Association shall indemnify and hold harmless each of the Directors from and against all liability to others arising out of contracts made, or other action taken, by the Board of Directors on behalf of the Association unless any contract or action shall have been made through gross negligence or willful misconduct. It is intended that the Directors shall have no personal liability greater than that of any other Member with respect to any contract made by them on behalf of the Association. In executing any agreement made by the Board of Directors or by the Managing Agent on behalf of the Members, the Directors, or the Managing Agent, as the case may be, shall be acting only as agents for the Members and shall have no personal liability (except as Members, or except in the case of gross negligence or willful misconduct).

ARTICLE IV

OFFICERS OF THE ASSOCIATION

Section 1. DESIGNATION. The Officers of the Association shall be the President, Vice President and Secretary - Treasurer. Only the President and the Vice- President must be elected by the Board from among the Directors. All other Officers need not be Directors or Members. The Board of Directors may appoint an Assistant Secretary and any other Officers

as in its judgment may be necessary.

Section 2. ELECTION OF OFFICERS. The Officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors. Any vacancy in an office shall be filled by the Board of Directors at a regular meeting or special meeting called for that purpose.

Section 3. REMOVAL OF OFFICERS. Upon the affirmative vote of a majority of the Directors, any Officer may be removed, either with or without cause, and his or her successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for that purpose.

Section 4. PRESIDENT. The President shall be the chief executive of the Association. He or she shall preside at all meetings of the Association and of the Board of Directors and shall have all of the general powers and duties which are incident to the chief executive of a nonprofit corporation organized under the laws of the District of Columbia, including, but not limited to, the power to appoint committees from among the Members as may be appropriate to assist in the conduct of the affairs of the Association.

Section 5. VICE PRESIDENT. The Vice President shall be the second chief executive of the Association. He or she shall assume all responsibilities and obligations of the President at the President's request or in the event of the President's incapacity, resignation or death, until another President is elected by the Board.

Section 6. SECRETARY-TREASURER. The Secretary-Treasurer shall keep the minutes of all meetings of the Association and of the Board of Directors, shall have charge of the books and records of the Association and, in general, shall perform all the duties incident to the office of secretary of a nonprofit corporation organized under the laws of the District of Columbia. In addition, the Secretary-Treasurer shall be responsible for (i) Association funds and securities, (ii) keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data, (iii) the deposit of all monies and other valuable effects in the name of the Board of Directors, or the Managing Agent, in depositories designated by the Board of Directors, and (iv) in general, the performance of all the duties incident to the office of treasurer of a nonprofit corporation organized under the laws of the District of Columbia.

Section 7. AGREEMENTS, CONTRACTS, DEEDS, CHECKS, ETC. All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations of over \$1000, shall be executed by any two Directors or by another person or persons designated by the Board of Directors. All instruments for expenditures or obligations of less than \$1000 may be executed by any one Director of the Association or by another person designated by the Board of Directors.

Section 8. COMPENSATION OF OFFICERS. No Officer shall receive any compensation from the Association for acting as an Officer.

Section 9. DELEGATION OF ALTERNATIVE DUTIES. The Board may delegate or assign the duties of any Officer to any other Officer because of the absence, unavailability, or failure to act of that Officer.

ARTICLE V

OPERATION OF THE COMMON PROPERTY

Section 1. DETERMINATION OF COMMON EXPENSES AND ASSESSMENTS AGAINST MEMBERS

(a) Fiscal Year. The fiscal year of the Association shall consist of a period of twelve consecutive months, as may be determined from time to time by the Board of Directors.

(b) Preparation and Approval of Budget. Each year on or before sixty (60) days prior to the beginning of the fiscal year, the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount which it considers necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Property, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be contracted by the Board of Directors or that may be declared to be Common Expenses by these Bylaws or a resolution of the Association, and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Common Property and the rendering to the Members of all related services. The Board of Directors shall send to each Member a copy of the budget, in a reasonably itemized form which sets forth the amount of the Common Expenses payable by each Member, on or before forty-five (45) days before the beginning of the fiscal year to which the budget applies. The budget shall constitute the basis for determining each Member's contribution for the Common Expenses. The amount of assessments attributable to each Member shall be the amount specified in the budget, until a new budget shall have been adopted by the Board of Directors.

(c) Assessment and Payment of Common Expenses. Each Member's Fractional Share of the estimated funds required for the Common Expenses set forth in the budget or budgets for the fiscal year adopted by the Board of Directors shall be assessed against each Member. The annual assessment payable by each Member shall be a lien against each Member's Home as of the first day of the fiscal year to which the budget applies. The Member agrees to be bound by this lien by becoming a Member of the Association, as provided in Article I, section 4(g); the recordation of these Bylaws shall constitute the attachment of the lien against the Member's Home. On or before the first day of each month of the fiscal year, and the first day of each succeeding month, each Member shall be obligated to pay to the Board of Directors or the Managing Agent (as determined by the Board of Directors), one twelfth (1/12th) of the assessment for the fiscal year. The Board shall have the power to bill for the assessments quarterly. Within sixty (60) days after the end of each fiscal year, the Board of Directors shall supply to all Members an itemized accounting of the Common Expenses for that fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Directors for that fiscal year, and showing the net amount over or short of the actual expenditures plus reserves.

(d) Reserves. The Board of Directors shall build up and maintain adequate reserves for maintenance, repairs, replacements, working capital and contingencies for those elements of the Common Property that must be replaced on a periodic basis, which reserves shall, where possible, be funded by the regular monthly payments provided for in subsection (c) of this Section 1 rather than by special assessments. All funds accumulated for reserves shall be kept in a separate bank account for reserves, and identified by reference to the specific category of reserve. This account must be under the control of the association at all times. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against general reserves. If the reserves are inadequate for any reason, including nonpayment of any

Member's assessment, the Board of Directors may at any time levy a further assessment, which shall be assessed against the Members according to their respective Fractional Shares and which may be payable in a lump sum or in installments as the Board of Directors may determine. The Board of Directors shall serve notice of any further assessment on all Members by a statement in writing giving the amount and reasons for it.

(e) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt the annual budget or adjusted budget for any fiscal year shall not constitute a waiver or release in any manner of a Member's obligation to pay his or her allocable share of the Common Expense, whenever it shall be determined. In the absence of any annual budget or adjusted budget, each Member shall continue to pay the monthly charge at the then existing monthly rate established for the previous fiscal period until the new monthly payment shall be determined and notice has been given.

(f) Accounts. Except as provided with respect to reserves, all sums collected by the Board of Directors with respect to assessments against the Members may be commingled into a single fund.

(g) Water and Sewer Fees. Joint bills for water and sewer fees will be issued by DC Water for 814B and 814A, for 812B and 812A, and for 1850B and 1850A ("W/S Bills"). The Association shall use good faith efforts to determine how much of each W/S Bill is attributable to each Home. Each Member shall be obligated to pay to the Association the portion of a W/S bill that is attributable to that Member's Home. The Association shall pay all W/S Bills unless the Association votes to change that process. The obligation to pay the Member's share of a W/S Bill shall be treated the same as the Member's obligation to pay Common Expenses in accordance with Section 1(c) of this Article.

Section 2. PAYMENT OF COMMON EXPENSES. All Members shall be obligated to pay the Common Expenses assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article V. No Member may exempt himself or herself from liability for the contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Property or by abandonment. No Member shall be liable for the payment of any part of the Common Expenses assessed against a Home which is payable subsequent to a sale, transfer or other conveyance by that Member of the Home. The purchaser of a Home shall be jointly and severally liable with the selling Member for all unpaid assessments against the latter for his Fractional Share of the Common Expenses up to the time of the conveyance, without prejudice to the purchaser's right to recover from the selling Member the amounts paid by the purchaser. However, any purchaser shall be entitled to a written statement from the Board of Directors certifying that the purchaser shall not be liable for, nor shall the Home be conveyed subject to a lien for, any unpaid assessments in excess of the amount set forth in that statement. Further, if a holder of a deed of trust or other purchaser of a Home obtains title to the Home as a result of a foreclosure or as a result of other remedies provided for in the deed of trust or by virtue of a deed or assignment in lieu of foreclosure, the mortgagee or purchaser, their successor and assigns, shall not be liable for, and the Home shall not be subject to, a lien for the payment of Common Expenses assessed and payable prior to the acquisition of title. Failure to pay assessments does not constitute a default under a mortgage unless explicitly so stated in the mortgage document.

Section 3. COLLECTION OF ASSESSMENTS. The Board of Directors shall take prompt action to collect any assessments for Common Expenses due from any Member which remain unpaid for more than ten (10) days from the due date for payment.

Section 4. STATEMENT OF COMMON EXPENSES. The Board of Directors shall promptly provide any Member requesting a written statement of all unpaid assessments for Common Expenses due from that Member.

Section 5. MAINTENANCE, REPAIR AND REPLACEMENT OF COMMON PROPERTY. The Board of Directors shall be responsible for the maintenance, repair and replacement of the Common Property (unless necessitated by the negligence, misuse or neglect of a Member, in which case the expense shall be charged to that Member) including the following, the cost of which shall be charged to all Members as a Common Expense:

- (i) Private Walkway and Private Alley, including repaving with materials which form an all-weather impervious surface;
- (ii) Stormwater Management Facility (including bridges, piping and culverts);
- (iii) all underground water mains and lines, electrical, gas and other utility lines, except for that part of any utility line from the property line to the Home and any extensions of service which the Member may make;
- (iv) all sewer and drainage lines and equipment;
- (v) all fire hydrants and related equipment;
- (vi) all street lights, poles and similar equipment other than fixtures;
- (vii) any safety and detection system equipment or fixtures which may have been acquired or installed by the Board of Directors;
- (viii) all fences, if any, constructed by the Developer which run parallel (or roughly parallel) to the roads (but not including any fences along property lines constructed or installed by owners other than the Developer);
- (ix) the proportionate costs of all equipment related to the care and maintenance of the grounds in the Common Property;
- (x) wetlands preserve area which must be preserved in its natural state; and
- (xi) the sidewalks in front of the HOMES that are in public space and are not Common Property.

Section 6. CLEANING

(a) By the Board of Directors. The Board of Directors shall be responsible for the following cleaning and maintenance, the cost of which shall be charged to all Members as a Common Expense:

- (i) snow removal for the Private Walkway and Private Alley;
- (ii) removal of leaves and garden rubbish, deposited at road curb sides by the Members;
- (iii) periodic cleaning of the Private Walkway and Private Alley; and

- (iv) periodic cleaning of surface mounted 4" cleanouts for sanitary sewer serving each lot by a split via a 4" x 4" wye.

(b) By the Members. The Members shall be individually responsible for all other cleaning and maintenance including the following:

- (i) that part of the Home not maintained by the Association; and
- (ii) trash removal.

(c) Association Performance of Members' Responsibilities. In the event that a Member has failed to maintain his or her Home at least in a manner consistent with the overall character and quality of Pohlman Towns Homes, the Board of Directors may perform the necessary work upon the Member's Home and charge the costs incurred to that Member as an additional assessment. This step may only be taken if the Member fails to take necessary action for at least thirty (30) days after receipt of written notice from the Board of Directors detailing the maintenance which must be done and stating that the Board will contract for the maintenance, at the Member's sole expense, if appropriate steps are not taken.

Section 7. UTILITIES.

(a) By the Board of Directors. The Board of Directors shall be responsible for the following utilities, the cost of which shall be charged to all Members as a Common Expense:

- (i) electricity supplied to light the roads and other parts of the Common Property;
- (ii) water supplied for cleaning and maintenance of the Common Property, if any; and
- (iii) any other utilities supplied to the Common Property or for the benefit of more than one Home.

The utilities for which the Board shall be responsible shall be separately metered from those for which the individual Members shall be responsible.

(b) By the Members. Each Member shall be individually responsible for the cost of utilities serving his or her Home. Each Home shall have individual meters for electricity, gas and water. The Member shall be responsible for maintenance of utility lines from the meter to the Home, and where no meter exists, after the entry of the utility line into the Home.

ARTICLE VI

INSURANCE

Section 1. AUTHORITY TO PURCHASE. All insurance policies relating to the Common Property shall be purchased by the Board of Directors, naming as insured Pohlman Towns Homeowners Association, Inc. for the use and benefit of the Members (designated by name, if required), or language in similar form and substance. The Board of Directors may purchase insurance as may be requested by a majority of all Members. In addition to a fidelity bond, if required by Article III, Section 11, the Board of Directors shall be required to

obtain as a minimum insurance complying with the following provisions:

(a) A multi-peril type policy must be obtained covering any improved Common Property, providing as a minimum fire and extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for property similar in nature, location and use on a replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost).

(b) The policy(ies) may not be canceled, reduced, suspended, invalidated or substantially modified (for non-payment of premium or for any other reason) without at least thirty (30) days' prior written notice and opportunity to cure to the Board of Directors and to all first mortgagees (or their trustees) requesting notice in writing to the Board of Directors.

(c) The insurer must waive its rights of subrogation to any claims against the Association, the Board of Directors, the Managing Agent, the Members and their respective agents, employees, guests and, in the case of Members, the members of their households and any tenants of the Members and must waive any defenses based upon co-insurance or upon invalidity arising from acts of any of these parties.

(d) Any "no other insurance" clause contained in the master policy shall expressly exclude individual Members' policies from its operation.

(e) Each hazard insurance policy must be written by a hazard insurance carrier which has a financial rating by Best's Insurance Reports of Class VI or better. Hazard insurance policies are also acceptable from an insurance carrier which has a financial rating by Best's Insurance Reports of Class V, provided it has a general policy holder's rating of at least A. Each carrier must be specifically licensed or authorized by law to transact business within the District of Columbia.

(f) No policy of insurance is acceptable where: (1) under the terms of the carrier's charter, bylaws or policy, contributions or assessments may be made against Members or the mortgagees; or (ii) by the terms of the carrier's charter, bylaws or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders, or members; or (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent mortgagees or the Borrower from collecting insurance proceeds.

(g) In no event shall the insurance coverage be brought into contribution with insurance purchased by individual Members or their mortgagees, unless otherwise required by the District of Columbia or other applicable laws or insurance company regulations.

(h) Workmen's compensation insurance shall be obtained if and to the extent necessary to meet the requirements of law.

(i) A comprehensive policy of public liability and property damage insurance shall be obtained covering all the Common Property. The policy shall insure each Director, the Association, its Officers, agents, employees, the Managing Agent, and each Member against any liability to the public or to the Members (and their invitees, agents and employees) arising out of, or incident to, the ownership and/or use of the Common Property. The scope of coverage must include all other coverage in the kinds and amounts required by private institutional mortgage investors for projects similar in construction, location and use. The policies shall contain a "severability of interest" endorsement or equivalent coverage which shall preclude the insurer from denying the claim of a Member because of the negligent acts of the Association, the Board of Directors, its officers, agents, employees, the Managing Agent, or of any other Member. The insurance shall be written with the limits required by mortgagees (but in no event less than \$1,000,000 per occurrence for personal

injury and/or property damage).

Section 2. NOTICE OF DAMAGE. The Board of Directors shall notify any institutional holder of a first mortgage on a Home who has requested notification in writing to the Association whenever damage or loss to, or a taking of, the Common Property exceeds Ten Thousand Dollars (\$10,000).

Section 3. DEDUCTIBLE. The deductible, if any, for any insurance policy on the Common Property shall be paid by the Association as a Common Expense.

Section 4. DUPLICATE POLICIES TO MORTGAGEES. A duplicate original of the master policy of physical damage insurance, all renewals, and all sub-policies or certificates, together with proof of payment of premiums, shall, upon written request, be delivered to all first mortgagees of Homes at least ten (10) days prior to expiration of the then current policies. Prior to obtaining any policy of fire or casualty insurance or any renewal, the Board of Directors shall obtain appraisal from an insurance company, or other source as the Board of Directors may determine, of the full replacement value of the Common Property, without deduction for depreciation, for the purpose of determining the amount of physical damage insurance to be effected pursuant to Section 1 (a).

Section 5. REQUIRED INSURANCE FOR MEMBERS. Each Member shall be required to purchase a multi-peril policy providing fire and extended coverage on a replacement cost basis in an amount not less than one hundred percent (100%) of insurable value (based upon replacement cost) to insure against damage to his or her Home. The premium and deductible for that policy shall be paid by the Member.

Section 6. BOARD OF DIRECTORS AS AGENT. The Board of Directors is irrevocably appointed the agent for each Member and for each mortgagee of a Home to adjust all claims arising under insurance policies purchased by the Board of Directors and to execute and deliver releases upon the payment of claims.

Section 7. REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY. The Board of Directors shall be responsible for the following:

(a) When Repair and Reconstruction are Required. In the event of damage to or destruction of all or any of the Common Property as a result of fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration of the Common Property.

(b) Cost Estimates. Immediately after a fire or other casualty causing damage to the Common Property, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring the Common Property to a condition as good as that existing before the casualty. The costs may also include professional fees and premiums for any bonds that the Board of Directors determines to be necessary.

(c) Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair as determined by the Board of Directors, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs are insufficient, assessments shall be made against the Members, in accordance with the provisions of Article V, Section 1, in sufficient amounts to provide payment of the costs.

(d) Insurance Trustee. The Insurance Trustee shall be a bank, trust company or savings and loan association designated by the Board of Directors, and all parties beneficially interested in the insurance coverage purchased by the Board of Directors shall be bound. The trustee shall be an institution whose accounts or deposits are insured or

guaranteed by a Federal agency. Prior to designation of an Insurance Trustee, the Board of Directors shall obtain the consent to the Insurance Trustee of the mortgagees holding mortgages constituting first liens on at least fifty-one percent (51%) of the number of Homes then encumbered by the mortgages. In the event that any party designated as an Insurance Trustee shall fail, refuse or cease to act as Insurance Trustee, the Board of Directors shall designate a new Insurance Trustee to fulfill these requirements. The Insurance Trustee at the time of the deposit of insurance policies and endorsements shall acknowledge that the policies and any proceeds from them will be held in accordance with the terms of these Bylaws. The Insurance Trustee shall not be liable for payment of premiums, the renewal of the policies, the sufficiency of coverage, the form or contents of the policies, the correctness of any amounts received by it on account of the proceeds of any insurance policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive all proceeds that are paid to it and to hold them in trust for the purpose elsewhere stated in these Bylaws, for the benefit of the Members and their respective mortgagees.

Section 8. DISBURSEMENTS OF CONSTRUCTION FUNDS.

(a) Construction Fund. The net proceeds of insurance collected on account of a casualty and the funds collected by the Board of Directors from assessments against Members on account of the casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Section. If the net proceeds of insurance collected on account of a casualty exceed Twenty Five Thousand Dollars (\$25,000), then the proceeds and assessments collected shall be deposited by the Board of Directors with the Insurance Trustee, and the entire construction fund shall be disbursed by the Insurance Trustee; otherwise the construction fund shall be held and disbursed by the Board of Directors.

(b) Method of Disbursement.

(i) If the construction fund is to be disbursed by the Board of Directors, a mortgagee which is a beneficiary of an insurance policy may request that the proceeds which are included in the construction fund be disbursed in the manner provided in the following subparagraph (b)(ii).

(ii). If the estimated cost of reconstruction and repair is more than \$25,000, then (1) the written consent of 51% (based on number of Homes encumbered) of all institutional first mortgagees must be secured before any reconstruction, repair or improvement is commenced, and (2) the construction fund shall be disbursed in payment of those costs upon approval of an architect qualified to practice in the District of Columbia and employed by the Insurance Trustee to supervise the work, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by various contractors, subcontractors, materialmen, the architect, or other persons who have rendered services or furnished materials in connection with the work and stating (a) that the sums requested by them in payment are justly due and owing and that the sums do not exceed the value of the services and materials furnished; (b) that there is no other outstanding indebtedness known to the architect for the services and materials described; and (c) that the cost as estimated by the architect for the work remaining to be done subsequent to the date of the certificate, does not exceed the amount of the construction fund remaining after payment of that sum.

(c) Surplus. It shall be presumed that the first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds; and if there is a balance in the construction fund after the payment of all of the costs of the reconstruction and repair for which the fund is established, the balance shall be allocated to reserves.

(d) Certificate. The Insurance Trustee shall be entitled to rely upon a certificate executed by the President and the Secretary-Treasurer of the Association certifying (i) the name of the payee and the amount to be paid with respect to disbursements from any construction fund held by it or whether surplus funds to be distributed are less than the assessments paid by the Members; and (ii) all other matters concerning the holding and disbursing of any construction fund held by it. The certificate shall be delivered to the Insurance Trustee promptly after request.

ARTICLE VII

MORTGAGES

Section 1. NOTICE TO BOARD OF DIRECTORS. A Member who mortgages his or her Home shall notify the Board of Directors, in writing, of the name and address of the mortgagee.

Section 2. NOTICE OF DEFAULT. The Board of Directors, when giving notice to a Member of a default in paying an assessment for Common Expenses or any other default in the compliance by the Member with any of the terms of these Bylaws, or the Rules and Regulations, including notice of an acceleration of any unpaid installments of any Common Expenses, shall send a copy of the written notice to each holder of a mortgage covering the Member's Home whose name and address has previously been furnished to the Board of Directors. In addition, if the default shall continue uncured for sixty (60) days, the Board of Directors shall send written notice thereof to the mortgagee. The mortgagee shall not be required to collect any such assessments.

ARTICLE VIII

PROPERTY RIGHTS IN THE COMMON PROPERTY

Section 1. MEMBERS' EASEMENT 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 A**, as well as to all Common Property.

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 Pohlman Towns Homes for the limited purposes of exercising the rights and obligations granted to the Association, its Directors, Officers, agents and employees in these Bylaws.

Section 3. MEMBER'S EASEMENT FOR ROOF REPAIR. Each Member is granted a mutual and reciprocal easement through and over the neighboring Member's roof in order to repair and/or replace the roof on the Member's Home.

Section 4. MEMBER'S EASEMENT FOR INGRESS AND EGRESS. An easement across the Common Property is granted to any Member whose ingress and egress to the Member's Home is through that area of the Common Property. Any conveyance or encumbrance of any such area of the Common Property is subject to that Member's easement.

ARTICLE IX

LIMITATIONS ON USE AND RESTRICTIONS

Section 1. ADDITIONS AND ALTERATIONS.

(a) No Member, other than the Developer, shall make any changes, additions or alterations of his Home visible from the exterior of the Home (other than a change in internal structure or decoration visible through pre-existing windows), including changing the color of any exterior portion of the Home, without the written consent of the Board of Directors. It is the intent of these controls to limit modifications to the Homes. In general, no modifications to the front of the Homes will be allowed, modifications to the sides of each Home will also be restricted, and modifications to the rear will be analyzed on a case by case basis. Decks and patios will be allowed on the rear of the Homes, but Members are responsible for obtaining building permits and zoning approval for all modifications. On some lots, zoning restrictions may prohibit the construction of a deck. Any Member requesting consent shall submit the request in writing together with plans for any addition or alteration to the Board of Directors. The Board of Directors may appoint and delegate the responsibility of reviewing some or all of the requests to an Architectural Review Board ("ARB"). The Board of Directors shall be required to hold a special meeting for the purpose of deciding whether to grant its consent, within thirty (30) days of the submission of a Member's request. The Board shall give all Members written notice of the date, time and place of meeting, at least five days prior to the meeting. The Board shall permit the requesting Member to address the Board on the subject of the request. The Board shall take into consideration the Member's needs, the Association's interest in the physical environment, any comments of other Members and the recommendations of the Architectural Review Board, if any, in deciding whether to grant any request. The board will use the design standards attached as a guideline for reviewing any submittals. The affirmative vote of two-thirds of the Directors constituting a quorum shall be required for the Board to grant its consent. The Board of Directors may make its consent conditional upon a Member's use of certain materials or specified revisions to the submitted plans. All decisions of the Board of Directors shall be final, however, Members may resubmit requests ninety (90) days or more after any denial. Failure to act by the Board of Directors within the thirty (30) day period shall be deemed to be consent by the Board of Directors. The Board of Directors may delegate to the ARB the authority to make the final decision on the request from the Member; in that event, the ARB shall be governed by the same requirements of this section as apply to the Board of Directors and the Member may appeal an adverse decision of the ARB to the Board of Directors within thirty (30) days after the adverse decision of the ARB is made known to the Member.

(b) The Board of Directors shall not have the power or authority to rescind any approvals once given, where a Member has undertaken actions or expense in reliance upon an approval.

Section 2. GRADING. No Members, other than the Developer, will disturb the existing grading on any Home more than 6", without returning the grading to within 6" of the existing grading without the written consent of the Board of Directors, which consent shall be granted or denied following the same procedures and under the same conditions specified in Section 1 of this Article.

Section 3. SURFACE DRAINAGE. No Member, other than the Developer, shall alter the surface drainage without the written consent of the Board of Directors, which consent shall be granted or denied following the same procedures and under the same conditions specified in Section 1 of this Article.

Section 4. TREES. No Member, other than the Developer, shall remove any standing tree

over 4" in diameter, whether healthy or unhealthy, from any area or part of Pohlman Towns Homes. The Board of Directors may delegate the authority to decide whether a tree should be removed because of ill health to a certified landscape architect or tree surgeon employed by the Board for this purpose. The Board shall respond promptly to any request to remove any tree.

Section 5. USE RESTRICTIONS. No Home nor any part of it may be used for any commercial or business purpose, except for a home office. Members shall use and maintain the Homes as residences only.

Section 6. NUMBER OF HOMES. There shall be no more than Six (6) Homes in Pohlman Towns Homes.

Section 7. LEASING. No Member shall lease or rent his Home for any term shorter than twelve months. All purchasers must occupy their Homes as their principal residence for a period of at least one year prior to the leasing or renting of any Home. Options to renew or extend a lease term shall not be considered part of the term. The monthly assessment on a Home that is leased shall be increased \$50 per month. All rentals shall be under valid written leases, a copy of which shall be submitted to the Board of Directors for approval at least thirty (30) days prior to the commencement of the lease term. All written leases for Homes must contain the following provisions:

- (i) Lessee must agree to comply with all the terms and conditions of the Bylaws of the Association and to abide by any and all rules and regulations now or later applicable to Members, which Bylaws and Rules and Regulations must be incorporated by reference as terms of the Lease.
- (ii) Lessee must agree that each signatory shall be jointly and severally liable together with the Lessor (Member) for any and all assessments payable by the Member to the Association.
- (iii) Lessee shall not, either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber the lease or any interest in it, and shall not sublet the premises or any part of it, or allow any other person not named in the Lease (short term guests of Lessee excepted) to occupy or use the premises.

The Board of Directors shall approve all leases which contain the above cited provisions, and which contain no provisions in conflict with these Bylaws or any rules and regulations of the Association. The Board of Directors may consent to Leases which do not meet the foregoing requirements by a two thirds vote. The failure of the Board to act within 15 days after the submission of a lease shall constitute the Board's approval. Leases not meeting the above requirements and which the Board does not approve shall be void, and the Board may pursue the legal remedies at its disposal in order to prevent the unauthorized use of the premises.

Section 8. OCCUPANCY. No Member shall leave the Home vacant for more than a one month period without making arrangements for complying with all obligations arising under these Bylaws during the vacancy.

Section 9. SIGNS. No Member shall post any signs on any part of Pohlman Towns Homes without the prior written consent of the Board of Directors except for one unlighted "for sale" sign not exceeding four square feet in size located on the Member's Home. A majority vote of the Board shall be required to grant consent, which consent may be withheld in the Board's sole and absolute discretion.

Section 10. PARKING. No Member shall permit a mobile home, trailer, or unlicensed car to be parked on any road, front yard, or parking area nor to obstruct any road at any time. A trailer used exclusively for moving purposes shall be allowed to be parked in the Member's parking area with prior written permission from the Association. Streets are to be used for guest parking only; residents are only to park on the streets on a short term basis, not to exceed 24 hours.

Section 11. COMPLIANCE WITH APPLICABLE LAWS. All Members shall comply with all applicable requirements of the regulations of the Building and Zoning Regulation Administration of the Department of Consumer and Regulatory Affairs (or any successor governmental office) and with all District of Columbia laws and regulations.

Section 12. PETS. No barnyard animals or wild animals may be kept as pets. Pets will be regulated by the Rules and Regulations.

Section 13. COMMON SIDEWALK. No Member shall place any object or barrier on the Common Sidewalk that will impede the ability to walk through the Common Sidewalk.

Section 14. TRASH/RECYCLING. The area designated for trash/recycling is limited to the area at the end of the Private Alley as depicted on the Plat of the Common Property in **Exhibit A**.

Section 15. RULES AND REGULATIONS. Rules and Regulations concerning the operation, use and appearance of the Pohlman Towns Homes may be promulgated and amended by the Board of Directors, provided that the Rules and Regulations are not inconsistent with the Bylaws. Copies of the Rules and Regulations shall be furnished by the Board of Directors to each Member prior to the time when it shall become effective and, in addition, to the lessee of any Home.

ARTICLE X

REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY

Section 1. WHEN PARTIAL REPAIR AND RECONSTRUCTION ARE REQUIRED. In the event that any Home is partially destroyed by fire or other casualty, the Member shall, within 120 days of the occurrence of the fire or casualty, repair and reconstruct the external portions of the structure which are damaged or affected by the fire or casualty. Within 60 days of the occurrence of the fire or casualty, the Member shall submit plans for the repair and reconstruction of the Home to the Board of Directors for the Board's approval. The Board shall approve all plans which will restore the exterior structure to a condition at least as good as its condition prior to the fire or casualty. Within fifteen (15) days of the submission of plans for the repair and reconstruction of the Home to the Board of Directors, the Board shall meet and review the plans. The affirmative vote of two thirds (2/3) of the Directors shall be required to approve plans for the repair and reconstruction of a Home damaged by fire or casualty to other than its original state. The decision of the Board whether to grant approval shall be final, however a Member may resubmit a request for approval of plans fifteen (15) days or more after each denial of approval.

Section 2. WHEN STRUCTURE IS COMPLETELY DESTROYED. In the event that any Home is completely destroyed by fire or other casualty, the Member at his or her discretion shall either:

(a) submit plans for the reconstruction of the structure to the Board of Directors for its approval within 120 days of the occurrence of the fire or casualty and upon receipt of

the Board's approval of the plans shall rebuild the structure within 360 days; or,

(b) raze any remaining portions of the structure and improvements, clear away all debris, fill and level ground, and resod the Home to leave a park like area, within 90 days of the occurrence of the fire or casualty.

Plans for total reconstruction of Homes submitted to the Board of Directors for approval shall provide for a structure of substantially the same floor space as the destroyed structure, and shall include detailed elevation drawings, materials and other specifications. The Board of Directors shall approve only plans that, according to the Board's reasonable judgment, provide for the construction of a Home which will be architecturally compatible with the other Homes. The Board of Directors may delegate the responsibility of reviewing and approving the plans to an Architectural Review Committee appointed by the Board. The procedures for requesting and receiving approval of plans from the Board shall be the same as those specified in Article X, Section 1. If a Member has either failed to submit plans to the Board within 120 days or fails to receive approval for plans as initially submitted or resubmitted within 180 days of the occurrence of the fire or casualty, the Member shall be required to proceed to raze, fill and resod the Home as provided in subsection (b), above, within 30 days of receiving written notice from the Board instructing the Member to do so. If the Member fails to raze, fill and resod as provided in subsection (b) within the stated period of time, the Board shall proceed to have this done and charge the Member at that Member's cost. No provisions of this Article x shall be construed to limit the Member whose Home has been completely destroyed by fire or casualty from selling or otherwise transferring his or her interest in the Home. A Member may construct at any time a new Home to replace a Home completely destroyed by fire or casualty. The provisions and requirements of this Section shall be applicable to a Member desiring to build a new Home, except that the limitations as to the period of time during which he must receive approval of plans shall not apply.

ARTICLE XI

COMPLIANCE AND DEFAULT

Section 1. RELIEF.

(a) Each Member shall be governed by, and shall comply with, all of the terms of these Bylaws, and the Rules and Regulations of the Association, and any amendments. A default by a Member shall entitle the Association, acting through its Board of Directors or the Managing Agent, to the following relief:

(1) Legal Proceedings. Failure to comply with any of the terms of these Bylaws, and the Rules and Regulations of the Association shall be grounds for relief which may include, without limitation, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in these Bylaws, or any combination, and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, the Board of Directors, the Managing Agent, or, if appropriate, by any aggrieved Member.

(2) Additional Liability. Each Member shall be liable for the expense of all maintenance, repair or replacement of any portion of the Common Property rendered necessary by his or her act, neglect or carelessness or the act, neglect or carelessness of any member of his or her family or employees, agents or licensees. This liability shall be only to the extent that the expense is not covered by the proceeds of insurance carried by the Board of Directors. The liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Home or its appurtenances. Nothing in this Section, however, shall be construed as modifying any waiver by any insurance

company of its rights of subrogation.

(3) Costs and Attorney's Fees. In any proceeding arising out of any alleged default by a Member, the prevailing party shall be entitled to recover the costs of the proceedings, and the reasonable attorneys' fees as may be determined by the court.

(b) No Waiver of Rights. The failure of the Association, the Board of Directors, or of a Member to enforce any right, provision, covenant, or condition which may be granted in these Bylaws or the Rules and Regulations shall not constitute a waiver of the right of that party to enforce the right, provision, covenant, or condition in the future. All rights, remedies and privileges granted to the Association, the Board of Directors, or any Member pursuant to any term, provision, covenant or condition of these Bylaws or the Rules and Regulations shall be deemed to be cumulative. Further, the exercise of any one or more of these rights shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising it from exercising any privilege granted to the party by these Bylaws, the Rules and Regulations or at law or in equity.

(c) Interest. In the event of a default by any Member in paying any Common Expenses or other sum assessed against him which continues for a period in excess of ten (10) days after written notice to the Member, the Board of Directors may assess a late fee in an amount to be fixed by the Board from time to time, not to exceed twenty percent (20%) of the amount of the payment in default, and may charge interest on sums in default at a rate not exceeding three percentage points over the prime rate announced from time to time by The Wall Street Journal.

(d) Abatement and Injunction of Violations by Members. The violation of any rule or regulation adopted by the Board of Directors or the breach of any Bylaws shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of the breach. Any individual Member shall have the same rights as the Association to enforce any provision of these Bylaws except the right to collect delinquent assessments.

Section 2. LIEN FOR CONTRIBUTIONS.

(a) The total annual contribution of each Member for the Common Expenses is declared to be a lien levied against the Home of that Member which lien shall be effective as of the first day of each fiscal year of the Association. The Board of Directors or Managing Agent may file or record any other or further notice of this lien, or other or further document as may be required by the then laws of the District of Columbia, to confirm the establishment of the lien.

(b) In any case where an assessment against a Member is payable in installments, upon a default by that Member in the payment of any single installment, which continues for ten (10) days after written notice of the default has been sent to the Member, the maturity of the remaining total of the unpaid installments may be accelerated, at the option of the Board of Directors. In that event, the then balance owing may be declared due and payable in full by serving of notice to that effect upon the defaulting Member by the Board of Directors or the Managing Agent.

(c) The lien for contributions may be foreclosed in the manner provided by the law of the District of Columbia for foreclosure of a deed of trust or by suit brought in the name of the Board of Directors or the Managing Agent, acting on behalf of the Association. The plaintiff in the proceeding shall have the right to the appointment of a receiver, if available under the then laws of the District of Columbia.

(d) Suit to recover a money judgment for unpaid contributions may be maintained without foreclosing or waiving the lien securing the unpaid amount. Foreclosure may be instituted even if a suit to recover a money judgment is pending.

(e) The lien for contributions established by this section shall be subordinate to the lien of any mortgage recorded prior to the recording of a statement of delinquency filed by the Association.

ARTICLE XII

MISCELLANEOUS

Section 1. **NOTICES**. All notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by registered or certified mail, return receipt requested, first-class postage prepaid, (i) if to a Member, at the address which the Member shall designate in writing and file with the Secretary, and if no address is designated, at the address of the Home of the Member; or (ii) if to the Association, the Board of Directors, or the Managing Agent, at the principal office of the Managing Agent or at another address designated by notice in writing to the Members pursuant to this Section.

Section 2. **INVALIDITY**. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

Section 3. **CAPTIONS**. The captions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws, or the intent of any provision of these Bylaws.

Section 4. **GENDER**. The use of any gender in these Bylaws shall include the other genders and the use of the singular shall include the plural, and vice versa, whenever the context requires.

ARTICLE XIII

AMENDMENTS TO BYLAWS

Section 1. **AMENDMENTS**. These Bylaws may be modified or amended either (i) by a vote of sixty-six and two-thirds percent (66 2/3%) of the votes entitled to be cast by the Members, at any regular or special meeting, provided that notice of the proposed amendment shall have been given to each Member at least ten (10) days in advance of the meeting or (ii) pursuant to a written instrument duly executed by at least sixty-six and two-thirds percent (66 2/3%) of the votes entitled to be cast by Members, provided that notice of the proposed amendment shall have been given to each Member at least ten (10) days in advance of obtaining the required signatures of the Members. Notwithstanding the foregoing, no amendment shall be made which adversely affects a Member's pro rata share of liability for Common Expenses, or which adversely affects an existing use of or improvement upon a Member's Home, without the affected Member's express approval.

Section 2. **NOTICE OF AMENDMENT**. A modification or amendment of these Bylaws shall become effective only if notice of the modification or amendment is recorded in the land records of the District of Columbia. A modification or amendment once adopted shall then constitute part of the official Bylaws of the Association, and all Members shall be bound to abide by the Bylaws as amended.

Section 3. APPROVAL OF MORTGAGEES. These Bylaws contain provisions concerning various rights, priorities, remedies and interests of the mortgagees of Homes. Those provisions in these Bylaws shall be construed as covenants for the protection of the mortgagees on which they may rely in making loans secured by mortgages on the Homes. Accordingly, no amendment or modification of these Bylaws impairing or affecting the rights, priorities, remedies, or interests of a mortgagee shall be adopted without the prior written consent of that mortgagee. If there is more than one mortgagee holding mortgages on the Homes, it shall be sufficient, in the case of provisions benefitting only mortgagees, to obtain the written consent of mortgagees holding mortgages on fifty-one percent (51%) or more of the Homes encumbered by first mortgages. In the case of provisions benefitting all mortgagees, it shall be sufficient to obtain the written consent of first mortgagees holding mortgages on fifty-one percent (51%) or more of the Homes encumbered by first mortgages.

Section 4. NON-INTERFERENCE WITH DEVELOPER. So long as the Developer owns one or more Homes within the Pohlman Towns Homes, no Bylaw amendment or Rule and Regulation shall be adopted without Developer's prior written consent, which may be withheld in Developer's sole discretion. The Developer has the right to take all actions necessary on Common Property to complete the development, nothing herein shall limit the Developer's right to utilize Common Property or private property as specified in the individual contracts of sale for any action deemed necessary in the Developer's sole discretion.

ARTICLE XIV

STATEMENTS TO PURCHASERS OF HOMES

The Association and/or the Managing Agent shall, within five (5) days after written request by a Member (other than the Developer) who desires to sell a Home to a prospective purchaser, furnish to the Member and prospective purchaser in addition to any other information and documents as may from time to time be required by law for review by the prospective purchaser prior to entering into a sales agreement, the following:

- (1) A statement setting forth the amount of unpaid assessments currently levied against the Member's Home.
- (2) A statement of any capital expenditures anticipated by the Association within the current or succeeding two fiscal years.
- (3) A copy of the statement of financial condition for the Association for the most recent year for which a statement is available, and the current operating budget, if any.
- (4) A statement on the status and amounts of any reserves for capital expenditures, contingencies, and improvements and any portion of reserves earmarked for any specified project by the Association.
- (5) A statement of the status of any pending suits or any judgments to which the Association is a party.
- (6) A statement setting forth what insurance coverage is provided for the Common Property by the Association.
- (7) A statement that any improvements or alterations made to the Home

by the selling Member or any prior Member are not in violation of these Bylaws.

The Association may charge a reasonable fee to the requesting Member for the provision of this information.

IN WITNESS WHEREOF, the Developer Manna, Inc. has caused this instrument to be acknowledged as the HOA Bylaws by James M. Dickerson, the President, and deliver these Bylaws as its act and deed, this 29th day of July, 2019.

DEVELOPER
MANNA, INC.

By: James M. Dickerson
James M. Dickerson, President

DISTRICT OF COLUMBIA, ss:

I, Charlene Tibbs, a Notary Public in and for the District of Columbia, do hereby certify that James M. Dickerson, who is personally well known to me and is named in the foregoing instrument bearing date of 7-29, 2019, as President of Manna, Inc., the corporation named in the foregoing instrument, personally appeared before me in the District of Columbia and, as President, acknowledged the foregoing instrument to be the act and deed of Developer, and that he delivered the same as such.

WITNESS my hand and official seal this 29th day of July, 2019.

[Signature]
NOTARY PUBLIC

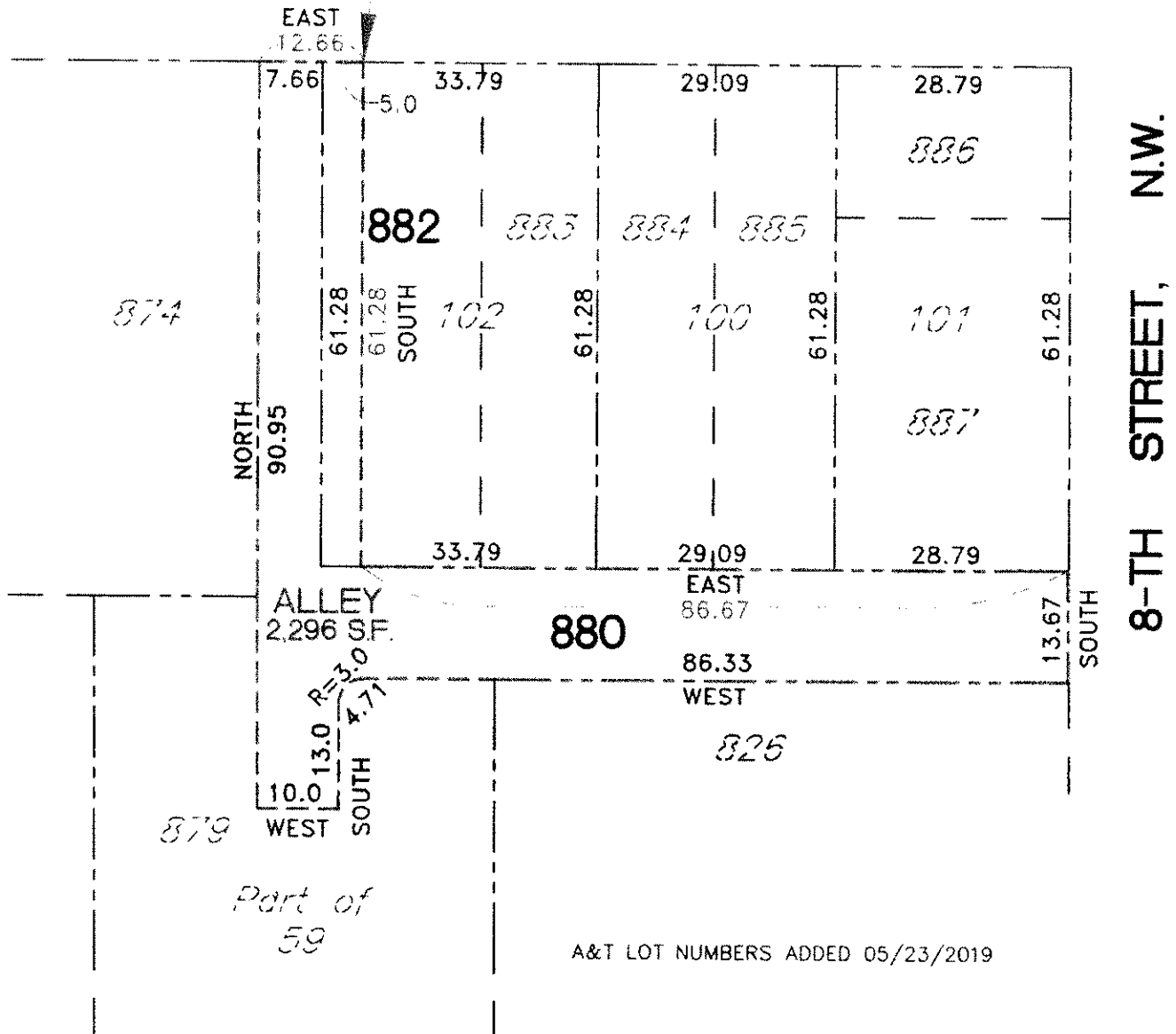
My Commission expires:

hoa.bylaws 8thandt condo



EXHIBIT A - PLAT OF THE COMMON PROPERTY

T STREET, N.W.



MADDOX

3204 Tower Oaks Boulevard, Suite 200-A, Rockville, MD 20852
(301) 762-9001 www.maddoxinc.com

PRIVATE ALLEY EASEMENT
OVER
LOTS 880 & 882
SQUARE 394

WASHINGTON
DISTRICT OF COLUMBIA

FILE NAME:14084 DCSO.dwg (ALLEY ESMT)

DWG. BY R.E. MARSH

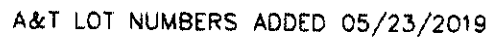
CHK. BY D. BUELL

DATE 04/16/2019

SCALE: 1" = 20'

JOB No. 14084.13

EAST



MADDOX
Engineers & Surveyors, Inc.

3204 Tower Oaks Boulevard, Suite 200-A, Rockville, MD 20852
(301) 762-9001 www.maddoxinc.com

PRIVATE WALKWAY EASEMENT
OVER

LOTS 882 - 885 & 887
SQUARE 394

WASHINGTON
DISTRICT OF COLUMBIA

DWG. BY R.E. MARSH

CHK. BY D.T. CAYWOOD

DATE 04/16/2019

SCALE: 1" = 20'

JOB No. 14084.13

EAST



PARKING SPACE EASEMENTS
OVER
LOTS 882 - 885 & 887
SQUARE 394

FILE NAME: 14084 DCSO.dwg (PARK)

WASHINGTON
DISTRICT OF COLUMBIA

DWG. BY R.E. MARSH

CHK. BY D.T. CAYWOOD

DATE 04/16/2019

SCALE: 1" = 20'

JOB No. 14084.13

EXHIBIT B – LEGAL DESCRIPTION

LOTS 882 THROUGH 887, INCLUSIVE IN SQUARE 394

LOT 882
SQUARE 394
District of Columbia

BEING part of record Lot 102 in Square 394 as shown on a subdivision of Lot 102 in Square 394 made by MANNA INC., recorded January 15, 2019 in Subdivision Book 214 page 194 among the Records of the Office of the Surveyor of the District of Columbia, and more particularly described as follows:

Beginning for the same at a point on the northern line the aforesaid Lot 102, said point being 14.22 West of the northeastern corner of said Lot 102, said point also being on the southerly line of T Street, N.W., thence leaving said southerly line and crossing Lot 102 to include part of Lot 102

- 1) South - 61.28 feet to a point on the southern line of Lot 102, thence running with the plat lines of Lot 102 to include part of Lot 102
- 2) West - 19.57 feet to the southwestern corner of said Lot 102, thence
- 3) North - 61.28 feet to the northwestern corner of said Lot 102, said corner being on the aforesaid southerly line of T Street, N.W., thence with said southerly line
- 4) East - 19.57 feet to the place of beginning, containing 1,199 square feet or 0.0275 acres of land, as now described by Maddox Engineers and Surveyors, Inc. in April, 2019, Job No. 14084.13.

NOTE: The above described property being known for purposes of Assessment and Taxation (A&T), at the date hereof, as Lot numbered 882 in Square numbered 394.

LOT 883
SQUARE 394
District of Columbia

BEING part of record Lot 102 in Square 394 as shown on a subdivision of Lot 102 in Square 394 made by MANNA INC., recorded January 15, 2019 in Subdivision Book 214 page 194 among the Records of the Office of the Surveyor of the District of Columbia, and more particularly described as follows:

Beginning for the same at the northeastern corner of said Lot 102, said corner is common with Lot 100 as shown on the aforesaid subdivision, said corner also being on the southerly line of T Street, N.W., thence leaving said southerly line and running with the plat lines of Lot 102 to include part of Lot 102

- 1) South - 61.28 feet to the southeastern corner of said Lot 102, thence
- 2) West - 14.22 feet, thence crossing Lot 102 to include part of Lot 102

- 3) North - 61.28 feet to the southerly line of T Street, N.W., thence with said southerly line
- 4) East - 14.22 feet to the place of beginning, containing 872 square feet or 0.0200 acres of land, as now described by Maddox Engineers and Surveyors, Inc. in April, 2019, Job No. 14084.13.

NOTE: The above described property being known for purposes of Assessment and Taxation (A&T), at the date hereof, as Lot numbered 883 in Square numbered 394.

LOT 884
SQUARE 394
District of Columbia

BEING part of record Lot 100 in Square 394 as shown on a subdivision of Lots 99, 100, and 101 in Square 394 made by the District of Columbia, recorded August 3, 2017 in Subdivision Book 212 page 170 among the Records of the Office of the Surveyor of the District of Columbia, and more particularly described as follows:

Beginning for the same at a point on the northern line the aforesaid Lot 100, said point being 14.87 West of the northeastern corner of said Lot 100, said point also being on the southerly line of T Street, N.W., thence leaving said southerly line and crossing to include part of Lot 100

- 1) South - 61.28 feet to a point on the southern line of Lot 100, thence running with the plat lines of Lot 100 to include part of Lot 100
- 2) West - 14.22 feet to the southwestern corner of Lot 100, thence
- 3) North - 61.28 feet to the northwestern corner of Lot 100, said corner also being on the aforesaid southerly line of T Street, N.W., thence with said southerly line
- 4) East - 14.22 feet to the place of beginning, containing 872 square feet or 0.0200 acres of land, as now described by Maddox Engineers and Surveyors, Inc. in April, 2019, Job No. 14084.13.

NOTE: The above described property being known for purposes of Assessment and Taxation (A&T), at the date hereof, as Lot numbered 884 in Square numbered 394.

LOT 885
SQUARE 394
District of Columbia

BEING part of record Lot 100 in Square 394 as shown on a subdivision of Lots 99, 100, and 101 in Square 394 made by the District of Columbia, recorded August 3, 2017 in Subdivision

Book 212 page 170 among the Records of the Office of the Surveyor of the District of Columbia, and more particularly described as follows:

Beginning for the same at the northeastern corner of the aforesaid Lot 100, said corner is common with Lot 101 as shown on the aforesaid subdivision, said point also being on the southerly line of T Street, N.W., thence leaving said southerly line and running with the plat lines of Lot 100 to include part of Lot 100

- 1) South - 61.28 feet to southeastern corner of Lot 100, thence
- 2) West - 14.87 feet to a point, thence crossing Lot 100 to include part of Lot 100
- 3) North - 61.28 feet to a point on the aforesaid southerly line of T Street, N.W., thence with said southerly line
- 4) East - 14.87 feet to the place of beginning, containing 911 square feet or 0.0209 acres of land, as now described by Maddox Engineers and Surveyors, Inc. in April, 2019, Job No. 14084.13.

NOTE: The above described property being known for purposes of Assessment and Taxation (A&T), at the date hereof, as Lot numbered 885 in Square numbered 394.

LOT 886
SQUARE 394
District of Columbia

BEING part of record Lot 101 in Square 394 as shown on a subdivision of Lots 99, 100, and 101 in Square 394 made by the District of Columbia, recorded August 3, 2017 in Subdivision Book 212 page 170 among the Records of the Office of the Surveyor of the District of Columbia, and more particularly described as follows:

Beginning for the same at a point on the eastern line the aforesaid Lot 101, said point being 18.38 South of the northeastern corner of said Lot 101, as shown on the aforesaid subdivision, said point also being on the westerly line of 8-TH Street, N.W., thence leaving said westerly line and crossing Lot 101 to include part of Lot 101

- 1) West - 28.79 feet to a point on the western line of Lot 101, thence running with the plat lines of Lot 101 to include part of Lot 101
- 2) North - 18.38 feet to the northwestern corner of Lot 101, said corner also being on the southerly line of T Street, N.W., thence with said southerly line
- 3) East - 28.79 feet to the northeastern corner of said Lot 101 at intersection of the southerly line of T Street, N.W. with the westerly line of 8-TH Street, N.W., thence with said westerly line

- 4) South - 18.38 feet to the place of beginning, containing 529 square feet or 0.0121 acres of land, as now described by Maddox Engineers and Surveyors, Inc. in April, 2019, Job No. 14084.13.

NOTE: The above described property being known for purposes of Assessment and Taxation (A&T), at the date hereof, as Lot numbered 886 in Square numbered 394.

LOT 887
SQUARE 394
District of Columbia

BEING part of record Lot 101 in Square 394 as shown on a subdivision of Lots 99, 100, and 101 in Square 394 made by the District of Columbia, recorded August 3, 2017 in Subdivision Book 212 page 170 among the Records of the Office of the Surveyor of the District of Columbia, and more particularly described as follows:

Beginning for the same at the southeastern corner of the aforesaid Lot 101, as shown on the aforesaid subdivision, said corner also being on the westerly line of 8-TH Street, N.W., thence leaving said westerly line and running with the plat lines of Lot 101 to include part of Lot 101

- 1) West - 28.79 feet to the southwestern corner of Lot 101, thence
- 2) North - 42.90 feet to a point, thence leaving the said plat lines and crossing Lot 101 to include part of Lot 101
- 3) East - 28.79 feet to a point on the eastern line said Lot 101, said point also being on the said westerly line of 8-TH Street, N.W., thence with said line
- 4) South - 42.90 feet to the place of beginning, containing 1,235 square feet or 0.0284 acres of land, as now described by Maddox Engineers and Surveyors, Inc. in April, 2019, Job No. 14084.13.

NOTE: The above described property being known for purposes of Assessment and Taxation (A&T), at the date hereof, as Lot numbered 887 in Square numbered 394.

EXHIBIT C FRACTIONAL SHARES

ADDRESS	FRACTIONAL SHARE %
814B T STREET, NW	20.6398
814A T STREET, NW	12.6935
812B T STREET, NW	12.6935
812A T STREET, NW	12.6936
1850B EIGHTH STREET, NW	20.6398
1850A EIGHTH STREET, NW	20.6398

Doc #: 2019080203
Filed & Recorded
07/30/2019 05:32 PM
IDA WILLIAMS
RECORDER OF DEEDS
WASH DC RECORDER OF DEEDS
RECORDING FEES \$25.00
SURCHARGE \$6.50
TOTAL: \$31.50

DEED

THIS DEED is made this 29th day of July, 2019, by and between Manna, Inc. a District of Columbia nonprofit corporation ("Grantor") and Pohlman Towns Homeowners Association, Inc., a District of Columbia nonprofit corporation ("Grantee")

WITNESSETH, that in consideration of Ten Dollars (\$10), Grantor does grant unto Grantee, in fee simple, as sole owner, all that piece or parcel of land, together with the improvements, rights, privileges and appurtenances to the same belonging, situate in the District of Columbia, described as follows:

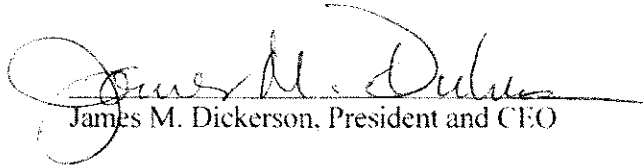
See Exhibit A

AND the Grantor covenants that it will warrant specially the property hereby conveyed and that it will execute such further assurances of said land as may be requisite.

IN WITNESS WHEREOF, Manna, Inc. has caused these presents to be signed in its corporate name by James M. Dickerson, its President and CEO, and appoints James M. Dickerson as its attorney in fact to deliver these presents as its act and deed.

MANNA, INC.

By:


James M. Dickerson, President and CEO

DISTRICT OF)S
COLUMBIA)S

I, Charlene Tibbs, a Notary Public in and for the District of Columbia, do hereby certify that James M. Dickerson, who is personally well known to me as (or proved by the oath of credible witnesses to be) the person named as president in the foregoing Deed, bearing date on the 29th day of July, 2019, and hereto annexed, personally appeared before me in said District and acknowledged the same to be the act and deed of said corporation for the purposes therein contained.


Notary Public

My commission expires:

deed de corporate manna hoa 8thandi

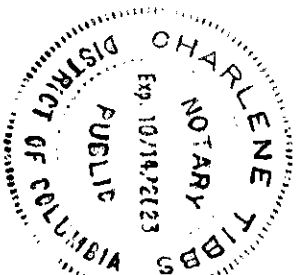


EXHIBIT A

Lot 880 in Square 394

DESCRIPTION OF
LOT 880
SQUARE 394
District of Columbia

BEING part of record Lot 59 in Square 394 as shown on a subdivision made by the D.C. Redevelopment Land Agency, recorded December 5, 1974 in Subdivision Book 163 page 69 among the Records of the Office of the Surveyor of the District of Columbia, and more particularly described as follows:

Beginning for the same at point on the southerly line of T Street, N.W., said point also being 5.00 feet west of the northeastern corner of the aforesaid Lot 59, said corner is common with Lot 99 as shown on a subdivision of Lots 99, 100, and 101 in Square 394 made by the District of Columbia, recorded August 3, 2017 in Subdivision Book 212 page 170 among the aforesaid records, thence leaving said southerly line and crossing to include part of Lot 59

- 1) South - 61.28 feet to a point on the extension of the southern plat line of the said Lots 99, 100, and 101, thence with said extension and plat line
- 2) East - 91.67 feet to a point on the westerly line of 8th Street, N.W., thence running with said westerly line of 8th Street, N.W.
- 3) South - 13.67 feet to a point, thence leaving the westerly line of 8th Street, N.W., and running with the dividing line between Lots 59 and 826 in Square 394 and the extension thereof into Lot 59
- 4) West - 86.33 feet, thence continuing to cross Lot 59
- 5) 4.71 feet along the arc of a curve deflecting to the left, having a radius of 3.00 feet and a chord bearing and distance of South 45° West 4.24 feet, thence
- 6) South - 13.00 feet to a point, thence
- 7) West - 10.00 feet to a point on the extension of 65.05 foot plat line of Lot 59, thence with said extension and plat line
- 8) North - 90.95 feet to a point on the aforesaid southerly line of T Street, N.W., thence with said southerly line
- 9) East - 7.66 feet to the place of beginning, containing 1,990 square feet or 0.0457 acres of land, as now described by Maddox Engineers and Surveyors, Inc. in May, 2018, Job No. 14084.

NOTE: The above described property being known for purposes of Assessment and Taxation (A&T), at the date hereof, as Lot 880 in Square 394

Doc #: 2019080204
Filed & Recorded
07/30/2019 05:32 PM
IDA WILLIAMS
RECORDER OF DEEDS
WASH DC RECORDER OF DEEDS
RECORDING FEES \$25.00
SURCHARGE \$6.50
RECORDATION TAX FEES \$6,232.68
TOTAL: \$6,264.18

DECLARATION OF EASEMENT OF CROSS ACCESS (PRIVATE ALLEY)

This DECLARATION OF EASEMENT OF CROSS ACCESS (PRIVATE ALLEY) is made as of July 29th, 2019, by and between **Manna, Inc.**, a District of Columbia nonprofit corporation ("Grantor") and **Pohlman Towns Homeowners Association, Inc.**, a District of Columbia nonprofit corporation ("Grantee").

WHEREAS, Grantor is the owner in fee simple of the land and improvements in the District of Columbia located at 814B T Street, NW in Washington, DC, as more particularly described in **Exhibit A** ("Grantor Property"); and

WHEREAS, Grantee is the homeowner association whose members ("Members") are the current and future owners of the Properties described in **Exhibit B** ("Member Properties"); and

WHEREAS, Grantee wishes to assure that its Members shall have continuous and uninterrupted access to the Easement Area as defined in **Exhibit C** and the Grantor wishes to create the easement and to clarify the rights of ingress and egress across Grantor Property described in this easement agreement.

NOW THEREFORE, Grantor, in consideration of the premises and of One Dollar (\$1.00) paid by Grantor to Grantee, the receipt and sufficiency of which is hereby acknowledged, declares as follows:

Article 1 Easement

Grantor hereby declares and grants to Grantee the following easement:

A nonexclusive easement for ingress and egress at all times for pedestrians and vehicles from and across the Easement Area, for the use of the Grantee and its Members, licensees, guests and invitees, to go across the Easement Area which is referred to as the Private Alley in the Bylaws of the Grantee.

It shall be Grantee's obligation to maintain and repair all paved areas in the Easement Area at Grantee's sole cost and expense. It shall be Grantee's obligation to keep the Easement Area passable for pedestrians and vehicles 24 hours a day, 365 days a year, including specifically but not limited to removal of snow. Grantor shall have no liability of any nature to Grantee or to any of Grantee's Members, licensees, guests and invitees from their use of the Easement Area except for Grantor's gross negligence or intentional malfeasance. Grantee shall have no right to add any further improvements to the Easement Area or to use the Easement Area for any other purpose without Grantor's express prior written consent.

Article 2

Duration, Extinguishment, Continuation, and Modification

This agreement and each easement, covenant, restriction, and undertaking of this agreement will be for a term of 99 years from its date, and will continue in full force and effect thereafter unless the Grantor and Grantee execute and record an instrument terminating or modifying this instrument.

No termination, extension, modification, or amendment will be effective until a written instrument setting forth its terms has been executed, acknowledged, and recorded in the Office of the Recorder of Deeds of the District of Columbia.

No lessee, licensee, tenant or other person having a possessory interest will be required to join in the execution of or consent to any act of the parties taken subject to this Section.

Article 3

Not a Public Dedication

Nothing contained in this agreement will be deemed to be a gift or dedication of any portion of the Grantor Property to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this agreement will be strictly limited to and for the purposes expressed herein.

Article 4

Severability

If any clause, sentence, or other portion of the terms, conditions, covenants, and restrictions of this agreement become illegal, null, or void for any reason, or be held by any court of competent jurisdiction to be so, the remaining portions will remain in full force and effect.

Article 5

Easement Runs with Land

Each and all of the covenants, restrictions, conditions, and provisions contained in this agreement are made for the direct benefit of Grantee and will create an equitable servitude on the Grantor Property and will constitute covenants running with the land that will bind every person having any fee, leasehold, or other interest in any portion of the Grantor Property at any time or from time to time to the extent that such portion is affected or bound by the covenant, restriction, condition, or provision in question, and will inure to the benefit of Grantee.

IN WITNESS WHEREOF, Grantor, Manna, Inc., has caused these presents to be signed in its corporate name by James M. Dickerson, its President and CEO, and appoints James M. Dickerson as its attorney in fact to deliver these presents as its act and deed.

GRANTOR
MANNA, INC.

By: James M. Dickerson
James M. Dickerson, President and CEO

DISTRICT OF)S
COLUMBIA)S

I, Charlene Tibbs, a Notary Public in and for the District of Columbia, do hereby certify that James M. Dickerson, who is personally well known to me as (or proved by the oath of credible witnesses to be) the person named as President and CEO in the foregoing Instrument, bearing date on the 29th day of July, 2019, and hereto annexed, personally appeared before me in said District and acknowledged the same to be the act and deed of said corporation for the purposes therein contained.

[Signature]
Notary Public

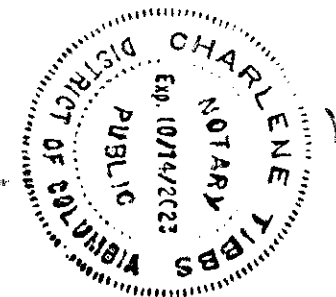
My commission expires:

10-14-23

IN WITNESS WHEREOF, the Grantee, Pohlman Towns Homeowners Association, Inc., has caused these presents to be signed in its corporate name by James M. Dickerson, its President and CEO, and appoints James M. Dickerson as its attorney in fact to deliver these presents as its act and deed.

GRANTEE
POHLMAN TOWNS HOMEOWNERS ASSOCIATION,
INC.

By: James M. Dickerson
James M. Dickerson, President



DISTRICT OF COLUMBIA, ss:

I, Charlene Tibbs, a Notary Public in and for District of Columbia, do hereby certify that James M. Dickerson, who is personally well known to me as (or proved by the oath of credible witnesses to be) the person named as President in the foregoing Instrument, bearing date on

acknowledged the same to be the act and deed of said corporation for the purposes therein contained.


NOTARY PUBLIC

My Commission expires:

10-14-23

easement access.manna 8thand1.driveway.forms

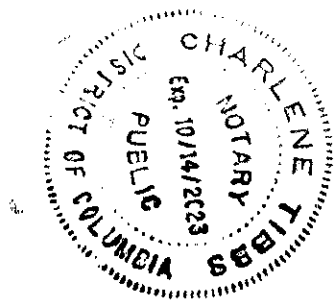


EXHIBIT A
LEGAL DESCRIPTION
GRANTOR PROPERTY
LOT 880 IN SQUARE 394

DESCRIPTION OF
LOT 880
SQUARE 394
District of Columbia

BEING part of record Lot 59 in Square 394 as shown on a subdivision made by the D.C. Redevelopment Land Agency, recorded December 5, 1974 in Subdivision Book 163 page 69 among the Records of the Office of the Surveyor of the District of Columbia, and more particularly described as follows:

Beginning for the same at point on the southerly line of T Street, N.W., said point also being 5.00 feet west of the northeastern corner of the aforesaid Lot 59, said corner is common with Lot 99 as shown on a subdivision of Lots 99, 100, and 101 in Square 394 made by the District of Columbia, recorded August 3, 2017 in Subdivision Book 212 page 170 among the aforesaid records, thence leaving said southerly line and crossing to include part of Lot 59

- 1) South - 61.28 feet to a point on the extension of the southern plat line of the said Lots 99, 100, and 101, thence with said extension and plat line
- 2) East - 91.67 feet to a point on the westerly line of 8th Street, N.W., thence running with said westerly line of 8th Street, N.W.
- 3) South - 13.67 feet to a point, thence leaving the westerly line of 8th Street, N.W., and running with the dividing line between Lots 59 and 826 in Square 394 and the extension thereof into Lot 59
- 4) West - 86.33 feet, thence continuing to cross Lot 59
- 5) 4.71 feet along the arc of a curve deflecting to the left, having a radius of 3.00 feet and a chord bearing and distance of South 45° West 4.24 feet, thence
- 6) South - 13.00 feet to a point, thence
- 7) West - 10.00 feet to a point on the extension of 65.05 foot plat line of Lot 59, thence with said extension and plat line
- 8) North - 90.95 feet to a point on the aforesaid southerly line of T Street, N.W., thence with said southerly line
- 9) East - 7.66 feet to the place of beginning, containing 1,990 square feet or 0.0457 acres of land, as now described by Maddox Engineers and Surveyors, Inc. in May, 2018, Job No. 14084.

NOTE: The above described property being known for purposes of Assessment and Taxation (A&T), at the date hereof, as Lot 880 in Square 394.

EXHIBIT B
LEGAL DESCRIPTION
MEMBER PROPERTIES

LOTS 882 THROUGH 887, INCLUSIVE, IN SQUARE 394

DESCRIPTION OF
LOT 882
SQUARE 394
District of Columbia

BEING part of record Lot 102 in Square 394 as shown on a subdivision of Lot 102 in Square 394 made by MANNA INC., recorded January 15, 2019 in Subdivision Book 214 page 194 among the Records of the Office of the Surveyor of the District of Columbia, and more particularly described as follows:

Beginning for the same at a point on the northern line the aforesaid Lot 102, said point being 14.22 West of the northeastern corner of said Lot 102, said point also being on the southerly line of T Street, N.W., thence leaving said southerly line and crossing Lot 102 to include part of Lot 102

- 1) South - 61.28 feet to a point on the southern line of Lot 102, thence running with the plat lines of Lot 102 to include part of Lot 102
- 2) West - 19.57 feet to the southwestern corner of said Lot 102, thence
- 3) North - 61.28 feet to the northwestern corner of said Lot 102, said corner being on the aforesaid southerly line of T Street, N.W., thence with said southerly line
- 4) East - 19.57 feet to the place of beginning, containing 1,199 square feet or 0.0275 acres of land, as now described by Maddox Engineers and Surveyors, Inc. in April, 2019, Job No. 14084.13.

NOTE: The above described property being known for purposes of Assessment and Taxation (A&T), at the date hereof, as Lot numbered 882 in Square numbered 394.

DESCRIPTION OF
LOT 883
SQUARE 394
District of Columbia

BEING part of record Lot 102 in Square 394 as shown on a subdivision of Lot 102 in Square 394 made by MANNA INC., recorded January 15, 2019 in Subdivision Book 214 page 194 among the Records of the Office of the Surveyor of the District of Columbia, and more particularly described as follows:

Beginning for the same at the northeastern corner of said Lot 102, said corner is common with Lot 100 as shown on the aforesaid subdivision, said corner also being on the southerly line of T Street, N.W., thence leaving said southerly line and running

with the plat lines of Lot 102 to include part of Lot 102

- 1) South - 61.28 feet to the southeastern corner of said Lot 102, thence
- 2) West - 14.22 feet, thence crossing Lot 102 to include part of Lot 102
- 3) North - 61.28 feet to the southerly line of T Street, N.W., thence with said southerly line
- 4) East - 14.22 feet to the place of beginning, containing 872 square feet or 0.0200 acres of land, as now described by Maddox Engineers and Surveyors, Inc. in April, 2019, Job No. 14084.13.

NOTE: The above described property being known for purposes of Assessment and Taxation (A&T), at the date hereof, as Lot numbered 883 in Square numbered 394.

DESCRIPTION OF
LOT 884
SQUARE 394
District of Columbia

BEING part of record Lot 100 in Square 394 as shown on a subdivision of Lots 99, 100, and 101 in Square 394 made by the District of Columbia, recorded August 3, 2017 in Subdivision Book 212 page 170 among the Records of the Office of the Surveyor of the District of Columbia, and more particularly described as follows:

Beginning for the same at a point on the northern line the aforesaid Lot 100, said point being 14.87 West of the northeastern corner of said Lot 100, said point also being on the southerly line of T Street, N.W., thence leaving said southerly line and crossing to include part of Lot 100

- 1) South - 61.28 feet to a point on the southern line of Lot 100, thence running with the plat lines of Lot 100 to include part of Lot 100
- 2) West - 14.22 feet to the southwestern corner of Lot 100, thence
- 3) North - 61.28 feet to the northwestern corner of Lot 100, said corner also being on the aforesaid southerly line of T Street, N.W., thence with said southerly line
- 4) East - 14.22 feet to the place of beginning, containing 872 square feet or 0.0200 acres of land, as now described by Maddox Engineers and Surveyors, Inc. in April, 2019, Job No. 14084.13.

NOTE: The above described property being known for purposes of Assessment and Taxation (A&T), at the date hereof, as Lot numbered 884 in Square numbered 394.

DESCRIPTION OF
LOT 885
SQUARE 394
District of Columbia

BEING part of record Lot 100 in Square 394 as shown on a subdivision of Lots 99, 100, and 101 in Square 394 made by the District of Columbia, recorded August 3, 2017 in Subdivision Book 212 page 170 among the Records of the Office of the Surveyor of the District of Columbia, and more particularly described as follows:

Beginning for the same at the northeastern corner of the aforesaid Lot 100, said corner is common with Lot 101 as shown on the aforesaid subdivision, said point also being on the southerly line of T Street, N.W., thence leaving said southerly line and running with the plat lines of Lot 100 to include part of Lot 100

- 1) South - 61.28 feet to southeastern corner of Lot 100, thence
- 2) West - 14.87 feet to a point, thence crossing Lot 100 to include part of Lot 100
- 3) North - 61.28 feet to a point on the aforesaid southerly line of T Street, N.W., thence with said southerly line
- 4) East - 14.87 feet to the place of beginning, containing 911 square feet or 0.0209 acres of land, as now described by Maddox Engineers and Surveyors, Inc. in April, 2019, Job No. 14084.13.

NOTE: The above described property being known for purposes of Assessment and Taxation (A&T), at the date hereof, as Lot numbered 885 in Square numbered 394.

DESCRIPTION OF
LOT 886
SQUARE 394
District of Columbia

BEING part of record Lot 101 in Square 394 as shown on a subdivision of Lots 99, 100, and 101 in Square 394 made by the District of Columbia, recorded August 3, 2017 in Subdivision Book 212 page 170 among the Records of the Office of the Surveyor of the District of Columbia, and more particularly described as follows:

Beginning for the same at a point on the eastern line the aforesaid Lot 101, said point

being 18.38 South of the northeastern corner of said Lot 101, as shown on the aforesaid subdivision, said point also being on the westerly line of 8-TH Street, N.W., thence leaving said westerly line and crossing Lot 101 to include part of Lot 101

- 1) West - 28.79 feet to a point on the western line of Lot 101, thence running with the plat lines of Lot 101 to include part of Lot 101
- 2) North - 18.38 feet to the northwestern corner of Lot 101, said corner also being on the southerly line of T Street, N.W., thence with said southerly line
- 3) East - 28.79 feet to the northeastern corner of said Lot 101 at intersection of the southerly line of T Street, N.W. with the westerly line of 8-TH Street, N.W., thence with said westerly line
- 4) South - 18.38 feet to the place of beginning, containing 529 square feet or 0.0121 acres of land, as now described by Maddox Engineers and Surveyors, Inc. in April, 2019, Job No. 14084.13.

NOTE: The above described property being known for purposes of Assessment and Taxation (A&T), at the date hereof, as Lot numbered 886 in Square numbered 394.

DESCRIPTION OF
LOT 887
SQUARE 394
District of Columbia

BEING part of record Lot 101 in Square 394 as shown on a subdivision of Lots 99, 100, and 101 in Square 394 made by the District of Columbia, recorded August 3, 2017 in Subdivision Book 212 page 170 among the Records of the Office of the Surveyor of the District of Columbia, and more particularly described as follows:

Beginning for the same at the southeastern corner of the aforesaid Lot 101, as shown on the aforesaid subdivision, said corner also being on the westerly line of 8-TH Street, N.W., thence leaving said westerly line and running with the plat lines of Lot 101 to include part of Lot 101

- 1) West - 28.79 feet to the southwestern corner of Lot 101, thence
- 2) North - 42.90 feet to a point, thence leaving the said plat lines and crossing Lot 101 to include part of Lot 101
- 3) East - 28.79 feet to a point on the eastern line said Lot 101, said point also being on the said westerly line of 8-TH Street, N.W., thence with said line

- 4) South - 42.90 feet to the place of beginning, containing 1,235 square feet or 0.0284 acres of land, as now described by Maddox Engineers and Surveyors, Inc. in April, 2019, Job No. 14084.13.

NOTE: The above described property being known for purposes of Assessment and Taxation (A&T), at the date hereof, as Lot numbered 887 in Square numbered 394.

EXHIBIT C

**LEGAL DESCRIPTION
EASEMENT AREA**

DESCRIPTION OF
PRIVATE ALLEY EASEMENT
Over LOTS 59 & 102
SQUARE 394
District of Columbia

BEING part of record Lot 59 in Square 394 as shown on a subdivision made by the D.C. Redevelopment Land Agency, recorded December 5, 1974 in Subdivision Book 163 page 69 and part of record Lot 102 in Square 394 as shown on a subdivision made by MANNA INC., recorded January 15, 2019 in Subdivision Book 214 page 194, both among the Records of the Office of the Surveyor of the District of Columbia, and more particularly described as follows:

Beginning for the same at point on the southerly line of T Street, N.W., said point also being 5.00 feet east of the northwestern corner of the aforesaid Lot 102, thence leaving said southerly line and crossing to include part of Lot 102

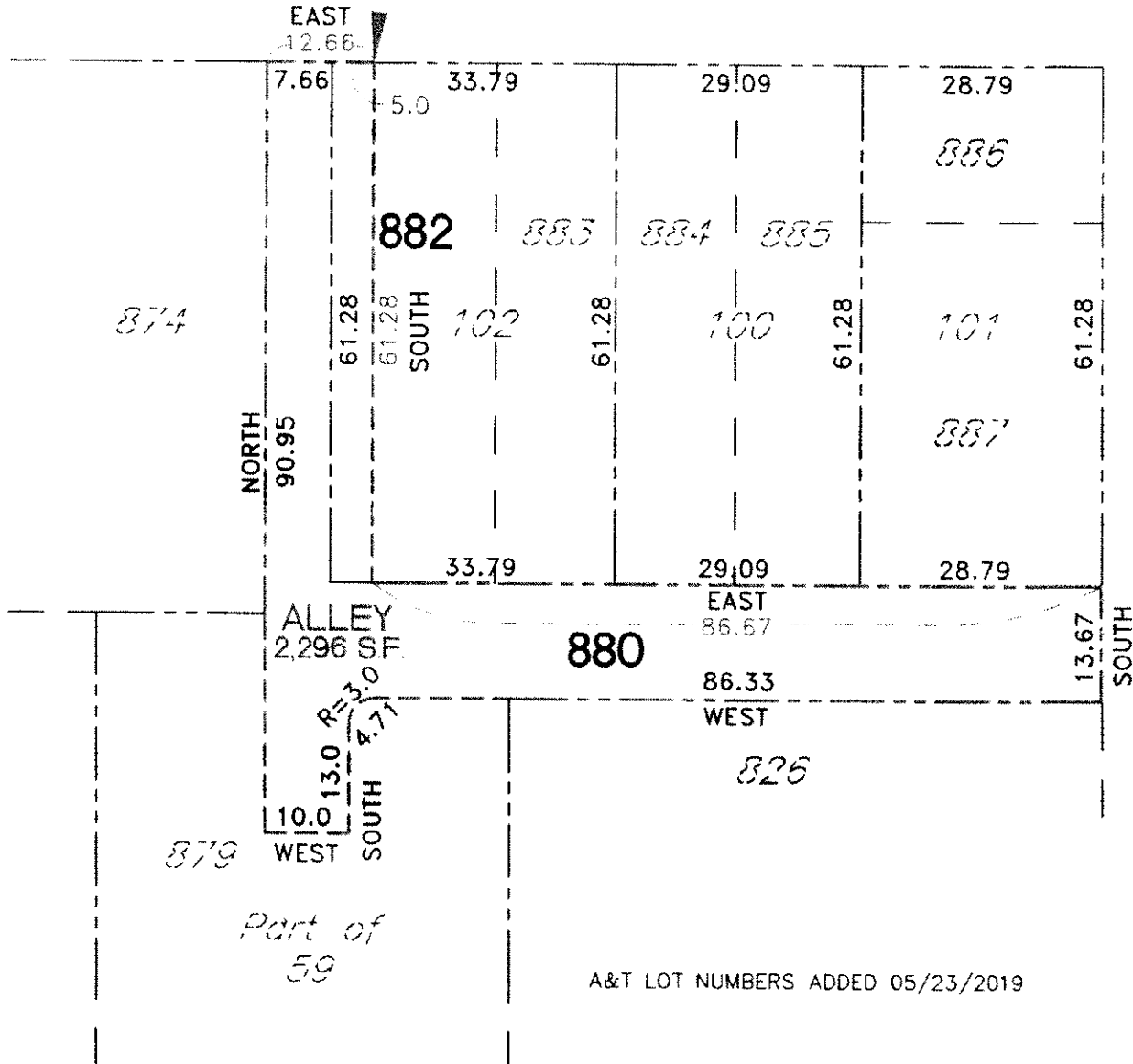
- 1) South - 61.28 feet to a point on the southern plat line of the said Lot 102, said point also being on the extension of the 72.67 foot plat line of Lot 59, thence with said plat lines
- 2) East - 86.67 feet to a point on the westerly line of 8th Street, N.W., thence running with said westerly line of 8th Street, N.W.
- 3) South - 13.67 feet to a point, thence leaving the westerly line of 8th Street, N.W., and running with the dividing line between Lots 59 and 826 in Square 394 and the extension thereof into Lot 59
- 4) West - 86.33 feet, thence continuing to cross Lot 59
- 5) 4.71 feet along the arc of a curve deflecting to the left, having a radius of 3.00 feet and a chord bearing and distance of South 45° West 4.24 feet, thence
- 6) South - 13.00 feet to a point, thence
- 7) West - 10.00 feet to a point on the extension of 65.05 foot plat line of Lot 59, thence with said extension and plat line
- 8) North - 90.95 feet to a point on the aforesaid southerly line of T Street, N.W., thence with said southerly line
- 9) East - 12.66 feet to the place of beginning, containing 2,296 square feet or 0.0527 acres of land, as now described by Maddox Engineers and Surveyors, Inc. in April, 2019, Job No. 14084.13.

Note: The above described area, at the date hereof, is all of Lot 880 and part of Lot 882 in Square 394 as known for the purposes of Assessment and Taxation (A&T).

BEGINNING OF
DESCRIPTION OF
ALLEY EASEMENT

T STREET, N.W.

8-TH STREET, N.W.



A&T LOT NUMBERS ADDED 05/23/2019

MADDOX
Engineers & Surveyors, Inc.

3204 Tower Oaks Boulevard, Suite 200-A, Rockville, MD 20852
(301) 762-9001 www.maddoxinc.com

PRIVATE ALLEY EASEMENT
OVER

**LOTS 880 & 882
SQUARE 394**

WASHINGTON
DISTRICT OF COLUMBIA

FILE NAME: 14084 DCSO.dwg (ALLEY ESMT)

DWG. BY R.E. MARSH

CHK. BY D. BUELL

DATE 04/16/2019

SCALE: 1" = 20'

JOB No. 14084.13

Doc #: 2019080205
Filed & Recorded
07/30/2019 05:32 PM
IDA WILLIAMS
RECORDER OF DEEDS
WASH DC RECORDER OF DEEDS
RECORDING FEES \$25.00
SURCHARGE \$6.50
TOTAL: \$31.50

**DECLARATION OF EASEMENT OF CROSS ACCESS
(PRIVATE WALKWAY AND
STORMWATER MANAGEMENT FACILITY)**

This DECLARATION OF EASEMENT OF CROSS ACCESS (PRIVATE WALKWAY AND STORMWATER MANAGEMENT FACILITY) is made as of July 29th, 2019, by and between **Manna, Inc.**, a District of Columbia nonprofit corporation ("Grantor") and **Pohlman Towns Homeowners Association, Inc.**, a District of Columbia nonprofit corporation ("Grantee").

WHEREAS, Grantor is the owner in fee simple of the land and improvements in the District of Columbia located at 814B, 814A, 812B, 812A T Street, NW and 1850A Eighth Street, NW in Washington, DC, as more particularly described in **Exhibit A** ("Grantor Property"); and

WHEREAS, Grantee is the homeowner association whose members ("Members") are the current and future owners of the Properties described in **Exhibit B** ("Member Properties"); and

WHEREAS, Grantee wishes to assure that its Members shall have continuous and uninterrupted access to the Easement Area as defined in **Exhibit C** and the Grantor wishes to create the easement and to clarify the rights of ingress and egress across Grantor Property described in this easement agreement.

NOW THEREFORE, Grantor, in consideration of the premises and of One Dollar (\$1.00) paid by Grantor to Grantee, the receipt and sufficiency of which is hereby acknowledged, declares as follows:

Article I
Easement

Grantor hereby declares and grants to Grantee the following easement:

A nonexclusive easement for ingress and egress at all times for pedestrians from and across the Easement Area, for the use of the Grantee and its Members, licensees, guests and invitees, to go across the Easement Area which is referred to as the Private Walkway and the Stormwater Management Facility in the Bylaws of the Grantee.

It shall be Grantee's obligation to maintain and repair all areas in the Easement Area at Grantee's sole cost and expense. It shall be Grantee's obligation to keep the Easement Area passable for pedestrians 24 hours a day, 365 days a year, including specifically but not limited to removal of snow from all paved areas. Grantor shall have no liability of any nature to Grantee or to any of Grantee's Members, licensees, guests and invitees from their use of the Easement Area except for Grantor's gross negligence or intentional malfeasance. Grantee shall have no right to add any further improvements to the Easement Area or to use the Easement Area for any other purpose without Grantor's express prior written consent.

Article 2
Duration, Extinguishment, Continuation, and Modification

This agreement and each easement, covenant, restriction, and undertaking of this agreement will be for a term of 99 years from its date, and will continue in full force and effect thereafter unless the Grantor and Grantee execute and record an instrument terminating or modifying this instrument.

No termination, extension, modification, or amendment will be effective until a written instrument setting forth its terms has been executed, acknowledged, and recorded in the Office of the Recorder of Deeds of the District of Columbia.

No lessee, licensee, tenant or other person having a possessory interest will be required to join in the execution of or consent to any act of the parties taken subject to this Section.

Article 3

Not a Public Dedication

Nothing contained in this agreement will be deemed to be a gift or dedication of any portion of the Grantor Property to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this agreement will be strictly limited to and for the purposes expressed herein.

Article 4

Severability

If any clause, sentence, or other portion of the terms, conditions, covenants, and restrictions of this agreement become illegal, null, or void for any reason, or be held by any court of competent jurisdiction to be so, the remaining portions will remain in full force and effect.

Article 5


Easement Runs with Land

Each and all of the covenants, restrictions, conditions, and provisions contained in this agreement are made for the direct benefit of Grantee and will create an equitable servitude on the Grantor Property and will constitute covenants running with the land that will bind every person having any fee, leasehold, or other interest in any portion of the Grantor Property at any time or from time to time to the extent that such portion is affected or bound by the covenant, restriction, condition, or provision in question, and will inure to the benefit of Grantee.

IN WITNESS WHEREOF, Grantor, Manna, Inc., has caused these presents to be signed in its corporate name by James M. Dickerson, its President and CEO, and appoints James M. Dickerson

as its attorney in fact to deliver these presents as its act and deed.

GRANTOR
MANNA, INC.

By: 
James M. Dickerson, President and CEO

DISTRICT OF)S
COLUMBIA)S

I, Charlene Tibbs, a Notary Public in and for the District of Columbia, do hereby certify that James M. Dickerson, who is personally well known to me as (or proved by the oath of credible witnesses to be) the person named as President and CEO in the foregoing Instrument, bearing date on the 30th day of July, 2019, and hereto annexed, personally appeared before me in said District and acknowledged the same to be the act and deed of said corporation for the purposes therein contained.


Notary Public

My commission expires:

10-14-23

IN WITNESS WHEREOF, the Grantee, Pohlman Towns Homeowners Association, Inc., has caused these presents to be signed in its corporate name by James M. Dickerson, its President and CEO, and appoints James M. Dickerson as its attorney in fact to deliver these presents as its act and deed.

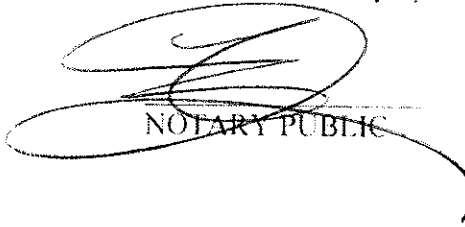
GRANTEE
POHLMAN TOWNS HOMEOWNERS ASSOCIATION,
INC.

By: 
James M. Dickerson, President

DISTRICT OF COLUMBIA, ss:

I, Charlene Tibbs, a Notary Public in and for District of Columbia, do hereby certify that James M. Dickerson, who is personally well known to me as (or proved by the oath of

credible witnesses to be) the person named as President in the foregoing Instrument, bearing date on the 29th day of July, 2019, and hereto annexed, personally appeared before me in said District and acknowledged the same to be the act and deed of said corporation for the purposes therein contained.


NOTARY PUBLIC

My Commission expires:

10-14-23

easement access manna 8th and sidewalk forms

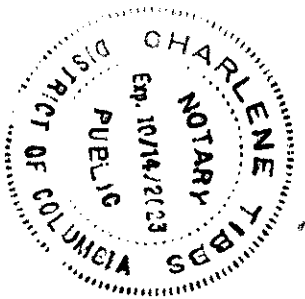


EXHIBIT A
LEGAL DESCRIPTION
GRANTOR PROPERTY

LOTS 882, 883, 884, 885, AND 887 IN SQUARE 394

DESCRIPTION OF
LOT 882
SQUARE 394
District of Columbia

BEING part of record Lot 102 in Square 394 as shown on a subdivision of Lot 102 in Square 394 made by MANNA INC., recorded January 15, 2019 in Subdivision Book 214 page 194 among the Records of the Office of the Surveyor of the District of Columbia, and more particularly described as follows:

Beginning for the same at a point on the northern line the aforesaid Lot 102, said point being 14.22 West of the northeastern corner of said Lot 102, said point also being on the southerly line of T Street, N.W., thence leaving said southerly line and crossing Lot 102 to include part of Lot 102

- 1) South - 61.28 feet to a point on the southern line of Lot 102, thence running with the plat lines of Lot 102 to include part of Lot 102
- 2) West - 19.57 feet to the southwestern corner of said Lot 102, thence
- 3) North - 61.28 feet to the northwestern corner of said Lot 102, said corner being on the aforesaid southerly line of T Street, N.W., thence with said southerly line
- 4) East - 19.57 feet to the place of beginning, containing 1,199 square feet or 0.0275 acres of land, as now described by Maddox Engineers and Surveyors, Inc. in April, 2019, Job No. 14084.13.

NOTE: The above described property being known for purposes of Assessment and Taxation (A&T), at the date hereof, as Lot numbered 882 in Square numbered 394.

DESCRIPTION OF
LOT 883
SQUARE 394
District of Columbia

BEING part of record Lot 102 in Square 394 as shown on a subdivision of Lot 102 in Square 394 made by MANNA INC., recorded January 15, 2019 in Subdivision Book 214 page 194 among the Records of the Office of the Surveyor of the District of Columbia, and more particularly described as follows:

Beginning for the same at the northeastern corner of said Lot 102, said corner is common with Lot 100 as shown on the aforesaid subdivision, said corner also being on the southerly line of T Street, N.W., thence leaving said southerly line and running

with the plat lines of Lot 102 to include part of Lot 102

- 1) South - 61.28 feet to the southeastern corner of said Lot 102, thence
- 2) West - 14.22 feet, thence crossing Lot 102 to include part of Lot 102
- 3) North - 61.28 feet to the southerly line of T Street, N.W., thence with said southerly line
- 4) East - 14.22 feet to the place of beginning, containing 872 square feet or 0.0200 acres of land, as now described by Maddox Engineers and Surveyors, Inc. in April, 2019, Job No. 14084.13.

NOTE: The above described property being known for purposes of Assessment and Taxation (A&T), at the date hereof, as Lot numbered 883 in Square numbered 394.

DESCRIPTION OF
LOT 884
SQUARE 394
District of Columbia

BEING part of record Lot 100 in Square 394 as shown on a subdivision of Lots 99, 100, and 101 in Square 394 made by the District of Columbia, recorded August 3, 2017 in Subdivision Book 212 page 170 among the Records of the Office of the Surveyor of the District of Columbia, and more particularly described as follows:

Beginning for the same at a point on the northern line the aforesaid Lot 100, said point being 14.87 West of the northeastern corner of said Lot 100, said point also being on the southerly line of T Street, N.W., thence leaving said southerly line and crossing to include part of Lot 100

- 1) South - 61.28 feet to a point on the southern line of Lot 100, thence running with the plat lines of Lot 100 to include part of Lot 100
- 2) West - 14.22 feet to the southwestern corner of Lot 100, thence
- 3) North - 61.28 feet to the northwestern corner of Lot 100, said corner also being on the aforesaid southerly line of T Street, N.W., thence with said southerly line
- 4) East - 14.22 feet to the place of beginning, containing 872 square feet or 0.0200 acres of land, as now described by Maddox Engineers and Surveyors, Inc. in April, 2019, Job No. 14084.13.

NOTE: The above described property being known for purposes of Assessment and Taxation (A&T), at the date hereof, as Lot numbered 884 in Square numbered 394.

DESCRIPTION OF
LOT 885
SQUARE 394
District of Columbia

BEING part of record Lot 100 in Square 394 as shown on a subdivision of Lots 99, 100, and 101 in Square 394 made by the District of Columbia, recorded August 3, 2017 in Subdivision Book 212 page 170 among the Records of the Office of the Surveyor of the District of Columbia, and more particularly described as follows:

Beginning for the same at the northeastern corner of the aforesaid Lot 100, said corner is common with Lot 101 as shown on the aforesaid subdivision, said point also being on the southerly line of T Street, N.W., thence leaving said southerly line and running with the plat lines of Lot 100 to include part of Lot 100

- 1) South - 61.28 feet to southeastern corner of Lot 100, thence
- 2) West - 14.87 feet to a point, thence crossing Lot 100 to include part of Lot 100
- 3) North - 61.28 feet to a point on the aforesaid southerly line of T Street, N.W., thence with said southerly line
- 4) East - 14.87 feet to the place of beginning, containing 911 square feet or 0.0209 acres of land, as now described by Maddox Engineers and Surveyors, Inc. in April, 2019, Job No. 14084.13.

NOTE: The above described property being known for purposes of Assessment and Taxation (A&T), at the date hereof, as Lot numbered 885 in Square numbered 394.

DESCRIPTION OF
LOT 887
SQUARE 394
District of Columbia

BEING part of record Lot 101 in Square 394 as shown on a subdivision of Lots 99, 100, and 101 in Square 394 made by the District of Columbia, recorded August 3, 2017 in Subdivision Book 212 page 170 among the Records of the Office of the Surveyor of the District of Columbia, and more particularly described as follows:

Beginning for the same at the southeastern corner of the aforesaid Lot 101, as shown

on the aforesaid subdivision, said corner also being on the westerly line of 8-TH Street, N.W., thence leaving said westerly line and running with the plat lines of Lot 101 to include part of Lot 101

- 1) West - 28.79 feet to the southwestern corner of Lot 101, thence
- 2) North - 42.90 feet to a point, thence leaving the said plat lines and crossing Lot 101 to include part of Lot 101
- 3) East - 28.79 feet to a point on the eastern line said Lot 101, said point also being on the said westerly line of 8-TH Street, N.W., thence with said line
- 4) South - 42.90 feet to the place of beginning, containing 1,235 square feet or 0.0284 acres of land, as now described by Maddox Engineers and Surveyors, Inc. in April, 2019, Job No. 14084.13.

NOTE: The above described property being known for purposes of Assessment and Taxation (A&T), at the date hereof, as Lot numbered 887 in Square numbered 394.

EXHIBIT B
LEGAL DESCRIPTION
MEMBER PROPERTIES

LOTS 882 THROUGH 887, INCLUSIVE, IN SQUARE 394

DESCRIPTION OF
LOT 882
SQUARE 394
District of Columbia

BEING part of record Lot 102 in Square 394 as shown on a subdivision of Lot 102 in Square 394 made by MANNA INC., recorded January 15, 2019 in Subdivision Book 214 page 194 among the Records of the Office of the Surveyor of the District of Columbia, and more particularly described as follows:

Beginning for the same at a point on the northern line the aforesaid Lot 102, said point being 14.22 West of the northeastern corner of said Lot 102, said point also being on the southerly line of T Street, N.W., thence leaving said southerly line and crossing Lot 102 to include part of Lot 102

- 5) South - 61.28 feet to a point on the southern line of Lot 102, thence running with the plat lines of Lot 102 to include part of Lot 102
- 6) West - 19.57 feet to the southwestern corner of said Lot 102, thence
- 7) North - 61.28 feet to the northwestern corner of said Lot 102, said corner being on the aforesaid southerly line of T Street, N.W., thence with said southerly line
- 8) East - 19.57 feet to the place of beginning, containing 1,199 square feet or 0.0275 acres of land, as now described by Maddox Engineers and Surveyors, Inc. in April, 2019, Job No. 14084.13.

NOTE: The above described property being known for purposes of Assessment and Taxation (A&T), at the date hereof, as Lot numbered 882 in Square numbered 394.

DESCRIPTION OF
LOT 883
SQUARE 394
District of Columbia

BEING part of record Lot 102 in Square 394 as shown on a subdivision of Lot 102 in Square 394 made by MANNA INC., recorded January 15, 2019 in Subdivision Book 214 page 194 among the Records of the Office of the Surveyor of the District of Columbia, and more particularly described as follows:

Beginning for the same at the northeastern corner of said Lot 102, said corner is common with Lot 100 as shown on the aforesaid subdivision, said corner also being on the southerly line of T Street, N.W., thence leaving said southerly line and running

with the plat lines of Lot 102 to include part of Lot 102

- 5) South - 61.28 feet to the southeastern corner of said Lot 102, thence
- 6) West - 14.22 feet, thence crossing Lot 102 to include part of Lot 102
- 7) North - 61.28 feet to the southerly line of T Street, N.W., thence with said southerly line
- 8) East - 14.22 feet to the place of beginning, containing 872 square feet or 0.0200 acres of land, as now described by Maddox Engineers and Surveyors, Inc. in April, 2019, Job No. 14084.13.

NOTE: The above described property being known for purposes of Assessment and Taxation (A&T), at the date hereof, as Lot numbered 883 in Square numbered 394.

DESCRIPTION OF
LOT 884
SQUARE 394
District of Columbia

BEING part of record Lot 100 in Square 394 as shown on a subdivision of Lots 99, 100, and 101 in Square 394 made by the District of Columbia, recorded August 3, 2017 in Subdivision Book 212 page 170 among the Records of the Office of the Surveyor of the District of Columbia, and more particularly described as follows:

Beginning for the same at a point on the northern line the aforesaid Lot 100, said point being 14.87 West of the northeastern corner of said Lot 100, said point also being on the southerly line of T Street, N.W., thence leaving said southerly line and crossing to include part of Lot 100

- 5) South - 61.28 feet to a point on the southern line of Lot 100, thence running with the plat lines of Lot 100 to include part of Lot 100
- 6) West - 14.22 feet to the southwestern corner of Lot 100, thence
- 7) North - 61.28 feet to the northwestern corner of Lot 100, said corner also being on the aforesaid southerly line of T Street, N.W., thence with said southerly line
- 8) East - 14.22 feet to the place of beginning, containing 872 square feet or 0.0200 acres of land, as now described by Maddox Engineers and Surveyors, Inc. in April, 2019, Job No. 14084.13.

NOTE: The above described property being known for purposes of Assessment and Taxation (A&T), at the date hereof, as Lot numbered 884 in Square numbered 394.

DESCRIPTION OF
LOT 885
SQUARE 394
District of Columbia

BEING part of record Lot 100 in Square 394 as shown on a subdivision of Lots 99, 100, and 101 in Square 394 made by the District of Columbia, recorded August 3, 2017 in Subdivision Book 212 page 170 among the Records of the Office of the Surveyor of the District of Columbia, and more particularly described as follows:

Beginning for the same at the northeastern corner of the aforesaid Lot 100, said corner is common with Lot 101 as shown on the aforesaid subdivision, said point also being on the southerly line of T Street, N.W., thence leaving said southerly line and running with the plat lines of Lot 100 to include part of Lot 100

- 5) South - 61.28 feet to southeastern corner of Lot 100, thence
- 6) West - 14.87 feet to a point, thence crossing Lot 100 to include part of Lot 100
- 7) North - 61.28 feet to a point on the aforesaid southerly line of T Street, N.W., thence with said southerly line
- 8) East - 14.87 feet to the place of beginning, containing 911 square feet or 0.0209 acres of land, as now described by Maddox Engineers and Surveyors, Inc. in April, 2019, Job No. 14084.13.

NOTE: The above described property being known for purposes of Assessment and Taxation (A&T), at the date hereof, as Lot numbered 885 in Square numbered 394.

DESCRIPTION OF
LOT 886
SQUARE 394
District of Columbia

BEING part of record Lot 101 in Square 394 as shown on a subdivision of Lots 99, 100, and 101 in Square 394 made by the District of Columbia, recorded August 3, 2017 in Subdivision Book 212 page 170 among the Records of the Office of the Surveyor of the District of Columbia, and more particularly described as follows:

Beginning for the same at a point on the eastern line the aforesaid Lot 101, said point

being 18.38 South of the northeastern corner of said Lot 101, as shown on the aforesaid subdivision, said point also being on the westerly line of 8-TH Street, N.W., thence leaving said westerly line and crossing Lot 101 to include part of Lot 101

- 1) West - 28.79 feet to a point on the western line of Lot 101, thence running with the plat lines of Lot 101 to include part of Lot 101
- 2) North - 18.38 feet to the northwestern corner of Lot 101, said corner also being on the southerly line of T Street, N.W., thence with said southerly line
- 3) East - 28.79 feet to the northeastern corner of said Lot 101 at intersection of the southerly line of T Street, N.W. with the westerly line of 8-TH Street, N.W., thence with said westerly line
- 4) South - 18.38 feet to the place of beginning, containing 529 square feet or 0.0121 acres of land, as now described by Maddox Engineers and Surveyors, Inc. in April, 2019, Job No. 14084.13.

NOTE: The above described property being known for purposes of Assessment and Taxation (A&T), at the date hereof, as Lot numbered 886 in Square numbered 394.

DESCRIPTION OF
LOT 887
SQUARE 394
District of Columbia

BEING part of record Lot 101 in Square 394 as shown on a subdivision of Lots 99, 100, and 101 in Square 394 made by the District of Columbia, recorded August 3, 2017 in Subdivision Book 212 page 170 among the Records of the Office of the Surveyor of the District of Columbia, and more particularly described as follows:

Beginning for the same at the southeastern corner of the aforesaid Lot 101, as shown on the aforesaid subdivision, said corner also being on the westerly line of 8-TH Street, N.W., thence leaving said westerly line and running with the plat lines of Lot 101 to include part of Lot 101

- 5) West - 28.79 feet to the southwestern corner of Lot 101, thence
- 6) North - 42.90 feet to a point, thence leaving the said plat lines and crossing Lot 101 to include part of Lot 101
- 7) East - 28.79 feet to a point on the eastern line said Lot 101, said point also being on the said westerly line of 8-TH Street, N.W., thence with said line

- 8) South - 42.90 feet to the place of beginning, containing 1,235 square feet or 0.0284 acres of land, as now described by Maddox Engineers and Surveyors, Inc. in April, 2019, Job No. 14084.13.

NOTE: The above described property being known for purposes of Assessment and Taxation (A&T), at the date hereof, as Lot numbered 887 in Square numbered 394.

EXHIBIT C

**LEGAL DESCRIPTION
EASEMENT AREA**

DESCRIPTION OF
Private Walkway
SQUARE 394
District of Columbia

BEING part of record Lot 102 in Square 394 as shown on a subdivision of Lot 102 in Square 394 made by the MANNA INC., recorded January 15, 2019 in Subdivision Book 214 page 194 and part of record Lots 100 and 101 in Square 394 as shown on a subdivision of Lots 99, 100, and 101 in Square 394 made by the District of Columbia, recorded August 3, 2017 in Subdivision Book 212 page 170 both among the Records of the Office of the Surveyor of the District of Columbia, and more particularly described as follows:

Beginning for the same at the southeastern corner the aforesaid Lot 101, thence running with the southern line of said Lot 101

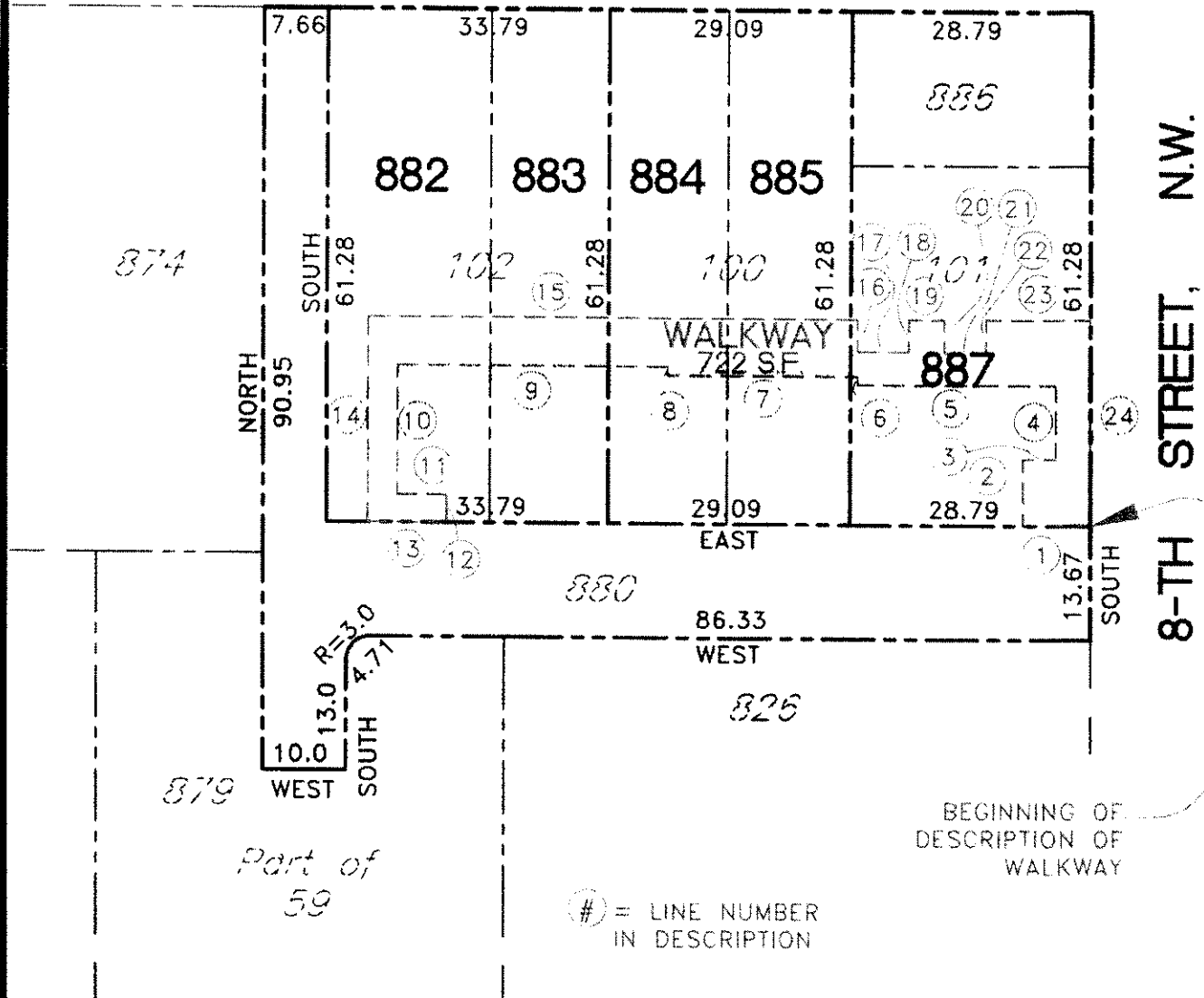
- 1) West - 7.97 feet to a point, thence leaving said line crossing to include part of Lots 100, 101 and 102
- 2) North - 8.00 feet to a point, thence
- 3) East - 3.91 feet to a point, thence
- 4) North - 8.72 feet to a point, thence
- 5) West - 23.81 feet to a point, thence
- 6) North - 1.00 feet to a point, thence
- 7) West - 22.78 feet to a point, thence
- 8) North - 1.00 feet to a point, thence
- 9) West - 32.50 feet to a point, thence
- 10) South - 15.37 feet to a point, thence
- 11) East - 5.95 feet to a point, thence
- 12) South - 3.36 feet to a point on the southern line of the aforesaid Lot 102, thence with said southern line
- 13) West - 9.47 feet to a point, thence leaving said line and continuing to cross to include the aforesaid Lots 100, 101, and 102
- 14) North - 24.51 feet to a point, thence
- 15) East - 58.80 feet to a point, thence

- 16) South - 3.83 feet to a point, thence
- 17) East - 6.14 feet to a point, thence
- 18) North - 3.83 feet to a point, thence
- 19) East - 4.40 feet to a point, thence
- 20) South - 3.92 feet to a point, thence
- 21) East - 4.93 feet to a point, thence
- 22) North - 3.92 feet to a point, thence
- 23) East - 12.41 feet to a point on the eastern line of said Lot 101, said line also being the western line of 8-TH Street, N.W., thence with said lines
- 24) South - 24.51 feet to the place of beginning, containing 722 square feet or 0.0166 acres of land, as now described by Maddox Engineers and Surveyors, Inc. in April, 2019, Job No. 14084.13.

Note: The above described area, at the date hereof, is part of Lots 882, 883, 884, 885 and 887 in Square 394 as known for the purposes of Assessment and Taxation (A&T).

T STREET, N.W.

EAST



A&T LOT NUMBERS ADDED 05/23/2019



PRIVATE WALKWAY EASEMENT
OVER
LOTS 882 - 885 & 887
SQUARE 394

FILE NAME:14084 DCSO.dwg (WALK)

WASHINGTON
DISTRICT OF COLUMBIA

DWG. BY R.E. MARSH

CHK. BY D.T. CAYWOOD

DATE 04/16/2019

SCALE: 1" = 20'

JOB No. 14084.13

Doc #: 2019080206
Filed & Recorded
07/30/2019 05:32 PM
IDA WILLIAMS
RECORDER OF DEEDS
WASH DC RECORDER OF DEEDS
RECORDING FEES \$25.00
SURCHARGE \$6.50
TOTAL: \$31.50

EASEMENT AGREEMENT
(FOR PARKING FOR 1850A)

29th THIS EASEMENT AGREEMENT (FOR PARKING FOR 1850A) is made as of July 29th, 2019, by and between **Manna, Inc.**, a District of Columbia nonprofit corporation ("Grantor") and **Manna, Inc.**, a District of Columbia nonprofit corporation ("Grantee").

RECITALS

Recital 1. The Grantor is the fee simple owner of the townhouses located at 812B and 812A T Street, NW in the District of Columbia, known as Lots 884 and 885 in Square 394, as more fully described in the attached **Exhibit A** (the "Grantor's Lots").

Recital 2. The townhouse located at 1850A T Street, NW in the District of Columbia, known as Lot 887 in Square 394, as more fully described in the attached **Exhibit B** ("Benefited Lot") shall be entitled to use the Easement Area described below for parking.

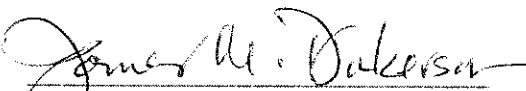
Recital 3. The Grantor wishes to grant to Grantee as the individual fee simple owner of the Benefited Lot, to and for the benefit of the Grantee as well as the benefit of the Benefited Lot, the right to occupy and use a portion of Grantor's Lots.

NOW, THEREFORE, the Grantor does grant, declare and convey as follows:

1. Subject to the terms and provisions of this Easement Agreement, Grantee as the owner of the Benefited Lot shall be entitled to occupy and use that portion of the Grantor's Lots that is shown on the attached **Exhibit C** ("Easement Area") for the sole purpose of parking a single vehicle.
2. No new improvements may be erected in, or on, the Easement Area without Grantor's express permission. Grantee shall be solely responsible for maintenance and repair of the paved area located in the Easement Area.
3. Grantee shall indemnify and hold harmless Grantor, its successors and assigns, from any loss, liability or damage arising out of, or resulting from any activity in the Easement Area intentionally undertaken or grossly negligently caused by Grantee and not authorized to be done by Grantee under the terms of this Easement Agreement.
4. Grantee as the owner of the Benefited Lot will exercise its rights under this Easement Agreement in a reasonable manner and in accordance with all applicable governmental laws, rules, and regulations.
5. This Easement Agreement shall be recorded at Grantor's sole expense.
7. The terms and provisions of this Easement Agreement shall be deemed covenants running with the land and shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns in perpetuity.

IN WITNESS WHEREOF, Grantor, Manna, Inc., has caused these presents to be signed in its corporate name by James M. Dickerson, its President and CEO, and appoints James M. Dickerson as its attorney in fact to deliver these presents as its act and deed.

GRANTOR
MANNA, INC.

By: 
James M. Dickerson, President and CEO

DISTRICT OF)S
COLUMBIA)S

Charlene Tibbs

I, _____, a Notary Public in and for the District of Columbia, do hereby certify that James M. Dickerson, who is personally well known to me as (or proved by the oath of credible witnesses to be) the person named as President and CEO in the foregoing Instrument, bearing date on the 21st day of July, 2019, and hereto annexed, personally appeared before me in said District and acknowledged the same to be the act and deed of said corporation for the purposes therein contained.

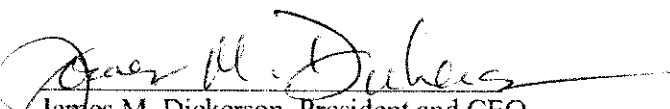

Notary Public

My commission expires:

10-14-23

IN WITNESS WHEREOF, Grantee, Manna, Inc., has caused these presents to be signed in its corporate name by James M. Dickerson, its President and CEO, and appoints James M. Dickerson as its attorney in fact to deliver these presents as its act and deed.

GRANTEE
MANNA, INC.

By: 
James M. Dickerson, President and CEO

DISTRICT OF)S
COLUMBIA)S

I, Charlene Tibbs, a Notary Public in and for the District of Columbia, do hereby certify that James M. Dickerson, who is personally well known to me as (or proved by the oath of credible witnesses to be) the person named as President and CEO in the foregoing Instrument, bearing date on the 31st day of July, 2019, and hereto annexed, personally appeared before me in said District and acknowledged the same to be the act and deed of said corporation for the purposes therein contained.



Notary Public

My commission expires:

10-14-23

casement encroachment parking manna.8thand.1850A.forms

EXHIBIT A
LEGAL DESCRIPTION
GRANTOR'S LOTS

LOT 884 AND 885 IN SQUARE 394

DESCRIPTION OF
LOT 884
SQUARE 394
District of Columbia

BEING part of record Lot 100 in Square 394 as shown on a subdivision of Lots 99, 100, and 101 in Square 394 made by the District of Columbia, recorded August 3, 2017 in Subdivision Book 212 page 170 among the Records of the Office of the Surveyor of the District of Columbia, and more particularly described as follows:

Beginning for the same at a point on the northern line the aforesaid Lot 100, said point being 14.87 West of the northeastern corner of said Lot 100, said point also being on the southerly line of T Street, N.W., thence leaving said southerly line and crossing to include part of Lot 100

- 1) South - 61.28 feet to a point on the southern line of Lot 100, thence running with the plat lines of Lot 100 to include part of Lot 100
- 2) West - 14.22 feet to the southwestern corner of Lot 100, thence
- 3) North - 61.28 feet to the northwestern corner of Lot 100, said corner also being on the aforesaid southerly line of T Street, N.W., thence with said southerly line
- 4) East - 14.22 feet to the place of beginning, containing 872 square feet or 0.0200 acres of land, as now described by Maddox Engineers and Surveyors, Inc. in April, 2019, Job No. 14084.13.

NOTE: The above described property being known for purposes of Assessment and Taxation (A&T), at the date hereof, as Lot numbered 884 in Square numbered 394.

DESCRIPTION OF
LOT 885
SQUARE 394
District of Columbia

BEING part of record Lot 100 in Square 394 as shown on a subdivision of Lots 99, 100, and 101 in Square 394 made by the District of Columbia, recorded August 3, 2017 in Subdivision Book 212 page 170 among the Records of the Office of the Surveyor of the District of Columbia, and more particularly described as follows:

Beginning for the same at the northeastern corner of the aforesaid Lot 100, said corner is common with Lot 101 as shown on the aforesaid subdivision, said point also

being on the southerly line of T Street, N.W., thence leaving said southerly line and running with the plat lines of Lot 100 to include part of Lot 100

- 1) South - 61.28 feet to southeastern corner of Lot 100, thence
- 2) West - 14.87 feet to a point, thence crossing Lot 100 to include part of Lot 100
- 3) North - 61.28 feet to a point on the aforesaid southerly line of T Street, N.W., thence with said southerly line
- 4) East - 14.87 feet to the place of beginning, containing 911 square feet or 0.0209 acres of land, as now described by Maddox Engineers and Surveyors, Inc. in April, 2019, Job No. 14084.13.

NOTE: The above described property being known for purposes of Assessment and Taxation (A&T), at the date hereof, as Lot numbered 885 in Square numbered 394.

EXHIBIT B
LEGAL DESCRIPTION
BENEFITED LOT

LOT 887 IN SQUARE 394

DESCRIPTION OF
LOT 887
SQUARE 394
District of Columbia

BEING part of record Lot 101 in Square 394 as shown on a subdivision of Lots 99, 100, and 101 in Square 394 made by the District of Columbia, recorded August 3, 2017 in Subdivision Book 212 page 170 among the Records of the Office of the Surveyor of the District of Columbia, and more particularly described as follows:

Beginning for the same at the southeastern corner of the aforesaid Lot 101, as shown on the aforesaid subdivision, said corner also being on the westerly line of 8-TH Street, N.W., thence leaving said westerly line and running with the plat lines of Lot 101 to include part of Lot 101

- 1) West - 28.79 feet to the southwestern corner of Lot 101, thence
- 2) North - 42.90 feet to a point, thence leaving the said plat lines and crossing Lot 101 to include part of Lot 101
- 3) East - 28.79 feet to a point on the eastern line said Lot 101, said point also being on the said westerly line of 8-TH Street, N.W., thence with said line
- 4) South - 42.90 feet to the place of beginning, containing 1,235 square feet or 0.0284 acres of land, as now described by Maddox Engineers and Surveyors, Inc. in April, 2019, Job No. 14084.13.

NOTE: The above described property being known for purposes of Assessment and Taxation (A&T), at the date hereof, as Lot numbered 887 in Square numbered 394.

EXHIBIT C
LEGAL DESCRIPTION
EASEMENT AREA

DESCRIPTION OF
Parking Space for 1850A
SQUARE 394
District of Columbia

BEING part of record Lots 100 and 101 in Square 394 as shown on a subdivision of Lots 99, 100, and 101 in Square 394 made by the District of Columbia, recorded August 3, 2017 in Subdivision Book 212 page 170 among the Records of the Office of the Surveyor of the District of Columbia, and more particularly described as follows:

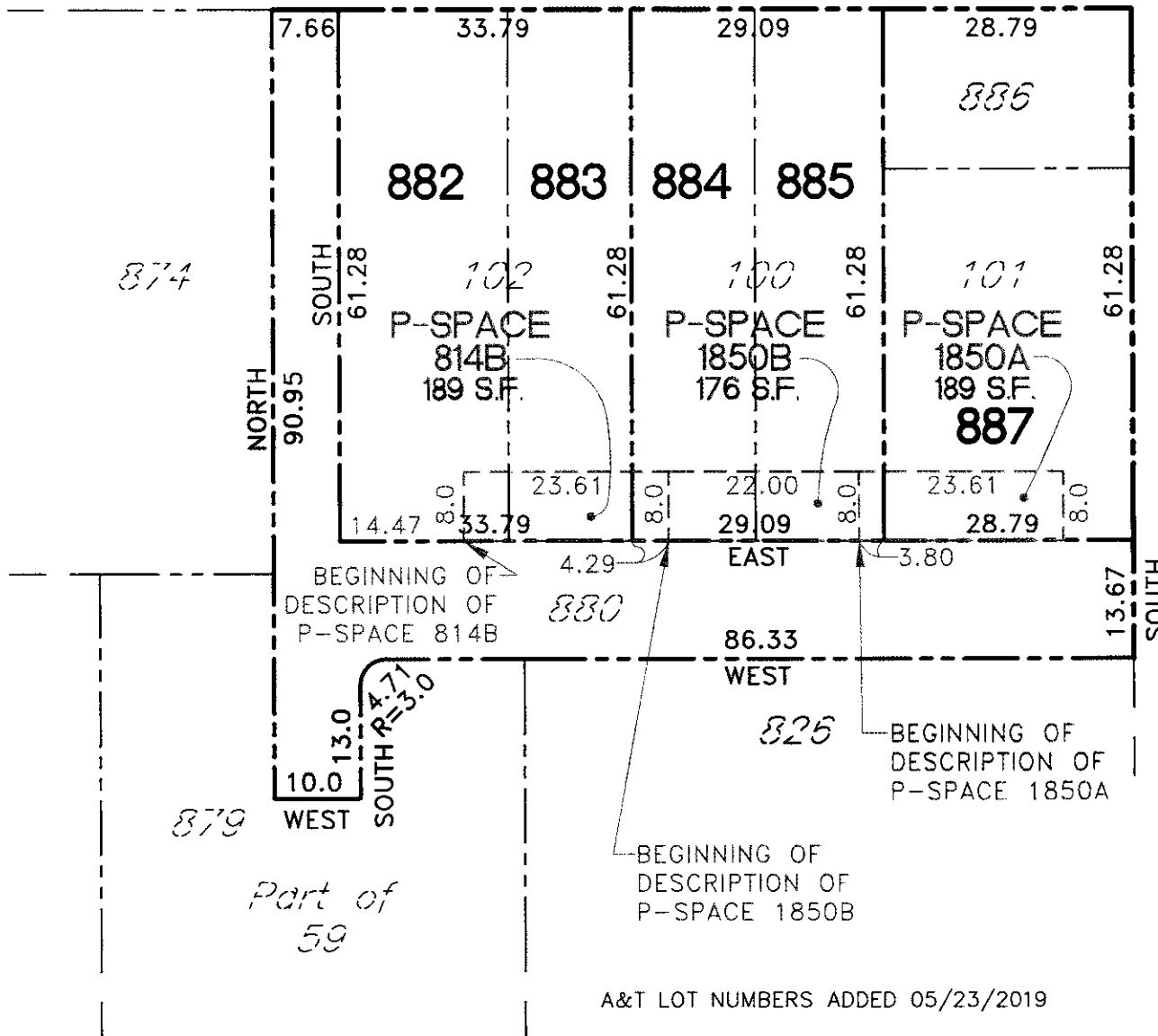
Beginning for the same at a point on the southern line of the aforesaid Lot 100, said point being West 3.80 feet from the southeastern corner of said Lot 100, thence leaving said southern line and crossing said Lot 100 to include part of Lot 100

- 1) North - 8.00 feet to a point, thence continuing to cross Lot 100 and cross Lot 101
- 2) East - 23.61 feet to a point, thence
- 3) South - 8.00 feet to a point on the southern line of Lot 101, thence with the southern line of Lots 100 and 101
- 4) West - 23.61 feet to the place of beginning, containing 189 square feet or 0.0043 acres of land, as now described by Maddox Engineers and Surveyors, Inc. in April, 2019, Job No. 14084.13.

Note: The above described area, at the date hereof, is part of Lots 885 and 887 in Square 394 as known for the purposes of Assessment and Taxation (A&T) and numbered

T STREET, N.W.

EAST



8-TH STREET, N.W.

A&T LOT NUMBERS ADDED 05/23/2019



3204 Tower Oaks Boulevard, Suite 200-A, Rockville, MD 20852
(301) 762-9001 www.maddoxinc.com

PARKING SPACE EASEMENTS
OVER
LOTS 882 - 885 & 887
SQUARE 394

WASHINGTON
DISTRICT OF COLUMBIA

FILE NAME: 14084 DCS0.dwg (PARK)

DWG. BY R.E. MARSH

CHK. BY D.T. CAYWOOD

DATE 04/16/2019

SCALE: 1" = 20'

JOB No. 14084.13

Doc #: 2019080208
Filed & Recorded
07/30/2019 05:32 PM
IDA WILLIAMS
RECORDER OF DEEDS
WASH DC RECORDER OF DEEDS
RECORDING FEES \$25.00
SURCHARGE \$6.50
TOTAL: \$31.50

EASEMENT AGREEMENT
(FOR PARKING FOR 1850B)

THIS EASEMENT AGREEMENT (FOR PARKING FOR 1850B) is made as of July 29th, 2019, by and between **Manna, Inc.**, a District of Columbia nonprofit corporation ("Grantor") and **Manna, Inc.**, a District of Columbia nonprofit corporation ("Grantee").

RECITALS

Recital 1. The Grantor is the fee simple owner of two townhouses located at 812A T Street, NW and 1850A Eighth Street, NW in the District of Columbia, known as Lots 885 and 887 in Square 394, as more fully described in the attached **Exhibit A** (the "Grantor's Lots").

Recital 2. The townhouse located at 1850B T Street, NW in the District of Columbia, known as Lot 886 in Square 394, as more fully described in the attached **Exhibit B** ("Benefited Lot") shall be entitled to use the Easement Area described below for parking.

Recital 3. The Grantor wishes to grant to Grantee as the individual fee simple owner of the Benefited Lot, to and for the benefit of the Grantee as well as the benefit of the Benefited Lot, the right to occupy and use a portion of Grantor's Lots.


NOW, THEREFORE, the Grantor does grant, declare and convey as follows:

1. Subject to the terms and provisions of this Easement Agreement, Grantee as the owner of the Benefited Lot shall be entitled to occupy and use that portion of the Grantor's Lots that is shown on the attached **Exhibit C** ("Easement Area") for the sole purpose of parking a single vehicle.
2. No new improvements may be erected in, or on, the Easement Area without Grantor's express permission. Grantee shall be solely responsible for maintenance and repair of the paved area located in the Easement Area.
3. Grantee shall indemnify and hold harmless Grantor, its successors and assigns, from any loss, liability or damage arising out of, or resulting from any activity in the Easement Area intentionally undertaken or grossly negligently caused by Grantee and not authorized to be done by Grantee under the terms of this Easement Agreement.
4. Grantee as the owner of the Benefited Lot will exercise its rights under this Easement Agreement in a reasonable manner and in accordance with all applicable governmental laws, rules, and regulations.
5. This Easement Agreement shall be recorded at Grantor's sole expense.
7. The terms and provisions of this Easement Agreement shall be deemed covenants running with the land and shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns in perpetuity.

IN WITNESS WHEREOF, Grantor, Manna, Inc., has caused these presents to be signed in its corporate name by James M. Dickerson, its President and CEO, and appoints James M. Dickerson as its attorney in fact to deliver these presents as its act and deed.

GRANTOR
MANNA, INC.

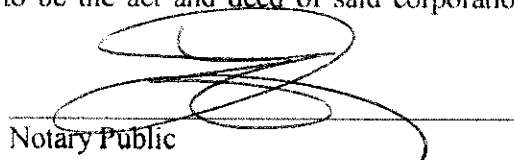
By:


James M. Dickerson, President and CEO

DISTRICT OF)S
COLUMBIA)S

Charlene Tibbs

I, Charlene Tibbs, a Notary Public in and for the District of Columbia, do hereby certify that James M. Dickerson, who is personally well known to me as (or proved by the oath of credible witnesses to be) the person named as President and CEO in the foregoing Instrument, bearing date on the 27th day of July, 2019, and hereto annexed, personally appeared before me in said District and acknowledged the same to be the act and deed of said corporation for the purposes therein contained.


Notary Public

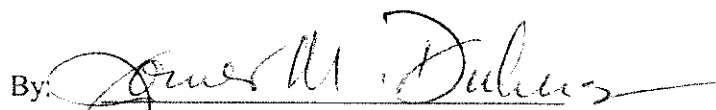
My commission expires:

10-14-23

IN WITNESS WHEREOF, Grantee, Manna, Inc., has caused these presents to be signed in its corporate name by James M. Dickerson, its President and CEO, and appoints James M. Dickerson as its attorney in fact to deliver these presents as its act and deed.


GRANTEE
MANNA, INC.

By:


James M. Dickerson, President and CEO

DISTRICT OF)S
COLUMBIA)S

I, **Charlene Tibbs**, a Notary Public in and for the District of Columbia, do hereby certify that James M. Dickerson, who is personally well known to me as (or proved by the oath of credible witnesses to be) the person named as President and CEO in the foregoing Instrument, bearing date on the 21st day of July, 2019, and hereto annexed, personally appeared before me in said District and acknowledged the same to be the act and deed of said corporation for the purposes therein contained.



Notary Public

My commission expires:

10-14-25

easement encroachment parking.manna.8thand1850B.forms

EXHIBIT A
LEGAL DESCRIPTION
GRANTOR'S LOTS

LOTS 885 AND 887 IN SQUARE 394

DESCRIPTION OF
LOT 885
SQUARE 394
District of Columbia

BEING part of record Lot 100 in Square 394 as shown on a subdivision of Lots 99, 100, and 101 in Square 394 made by the District of Columbia, recorded August 3, 2017 in Subdivision Book 212 page 170 among the Records of the Office of the Surveyor of the District of Columbia, and more particularly described as follows:

Beginning for the same at the northeastern corner of the aforesaid Lot 100, said corner is common with Lot 101 as shown on the aforesaid subdivision, said point also being on the southerly line of T Street, N.W., thence leaving said southerly line and running with the plat lines of Lot 100 to include part of Lot 100

- 1) South - 61.28 feet to southeastern corner of Lot 100, thence
- 2) West - 14.87 feet to a point, thence crossing Lot 100 to include part of Lot 100
- 3) North - 61.28 feet to a point on the aforesaid southerly line of T Street, N.W., thence with said southerly line
- 4) East - 14.87 feet to the place of beginning, containing 911 square feet or 0.0209 acres of land, as now described by Maddox Engineers and Surveyors, Inc. in April, 2019, Job No. 14084.13.

NOTE: The above described property being known for purposes of Assessment and Taxation (A&T), at the date hereof, as Lot numbered 885 in Square numbered 394.

DESCRIPTION OF
LOT 887
SQUARE 394
District of Columbia

BEING part of record Lot 101 in Square 394 as shown on a subdivision of Lots 99, 100, and 101 in Square 394 made by the District of Columbia, recorded August 3, 2017 in Subdivision Book 212 page 170 among the Records of the Office of the Surveyor of the District of Columbia, and more particularly described as follows:

Beginning for the same at the southeastern corner of the aforesaid Lot 101, as shown on the aforesaid subdivision, said corner also being on the westerly line of 8-TH Street, N.W., thence leaving said westerly line and running with the plat lines of Lot 101 to include part of Lot 101

- 1) West - 28.79 feet to the southwestern corner of Lot 101, thence
- 2) North - 42.90 feet to a point, thence leaving the said plat lines and crossing Lot 101 to include part of Lot 101
- 3) East - 28.79 feet to a point on the eastern line said Lot 101, said point also being on the said westerly line of 8-TH Street, N.W., thence with said line
- 4) South - 42.90 feet to the place of beginning, containing 1,235 square feet or 0.0284 acres of land, as now described by Maddox Engineers and Surveyors, Inc. in April, 2019, Job No. 14084.13.

NOTE: The above described property being known for purposes of Assessment and Taxation (A&T), at the date hereof, as Lot numbered 887 in Square numbered 394.

EXHIBIT B
LEGAL DESCRIPTION
BENEFITED LOT

LOT 886 IN SQUARE 394

DESCRIPTION OF
LOT 886
SQUARE 394
District of Columbia

BEING part of record Lot 101 in Square 394 as shown on a subdivision of Lots 99, 100, and 101 in Square 394 made by the District of Columbia, recorded August 3, 2017 in Subdivision Book 212 page 170 among the Records of the Office of the Surveyor of the District of Columbia, and more particularly described as follows:

Beginning for the same at a point on the eastern line the aforesaid Lot 101, said point being 18.38 South of the northeastern corner of said Lot 101, as shown on the aforesaid subdivision, said point also being on the westerly line of 8-TH Street, N.W., thence leaving said westerly line and crossing Lot 101 to include part of Lot 101

- 1) West - 28.79 feet to a point on the western line of Lot 101, thence running with the plat lines of Lot 101 to include part of Lot 101
- 2) North - 18.38 feet to the northwestern corner of Lot 101, said corner also being on the southerly line of T Street, N.W., thence with said southerly line
- 3) East - 28.79 feet to the northeastern corner of said Lot 101 at intersection of the southerly line of T Street, N.W. with the westerly line of 8-TH Street, N.W., thence with said westerly line
- 4) South - 18.38 feet to the place of beginning, containing 529 square feet or 0.0121 acres of land, as now described by Maddox Engineers and Surveyors, Inc. in April, 2019, Job No. 14084.13.

NOTE: The above described property being known for purposes of Assessment and Taxation (A&T), at the date hereof, as Lot numbered 886 in Square numbered 394.

EXHIBIT C
LEGAL DESCRIPTION
EASEMENT AREA

DESCRIPTION OF
Parking Space for 1850B
SQUARE 394
District of Columbia

BEING part of record Lot 100 in Square 394 as shown on a subdivision of Lots 99, 100, and 101 in Square 394 made by the District of Columbia, recorded August 3, 2017 in Subdivision Book 212 page 170 among the Records of the Office of the Surveyor of the District of Columbia, and more particularly described as follows:

Beginning for the same at a point on the southern line of the aforesaid Lot 100, said point being East 4.29 feet from the southwestern corner of said Lot 100, thence leaving said southern line and crossing said Lot 100 to include part of Lot 100

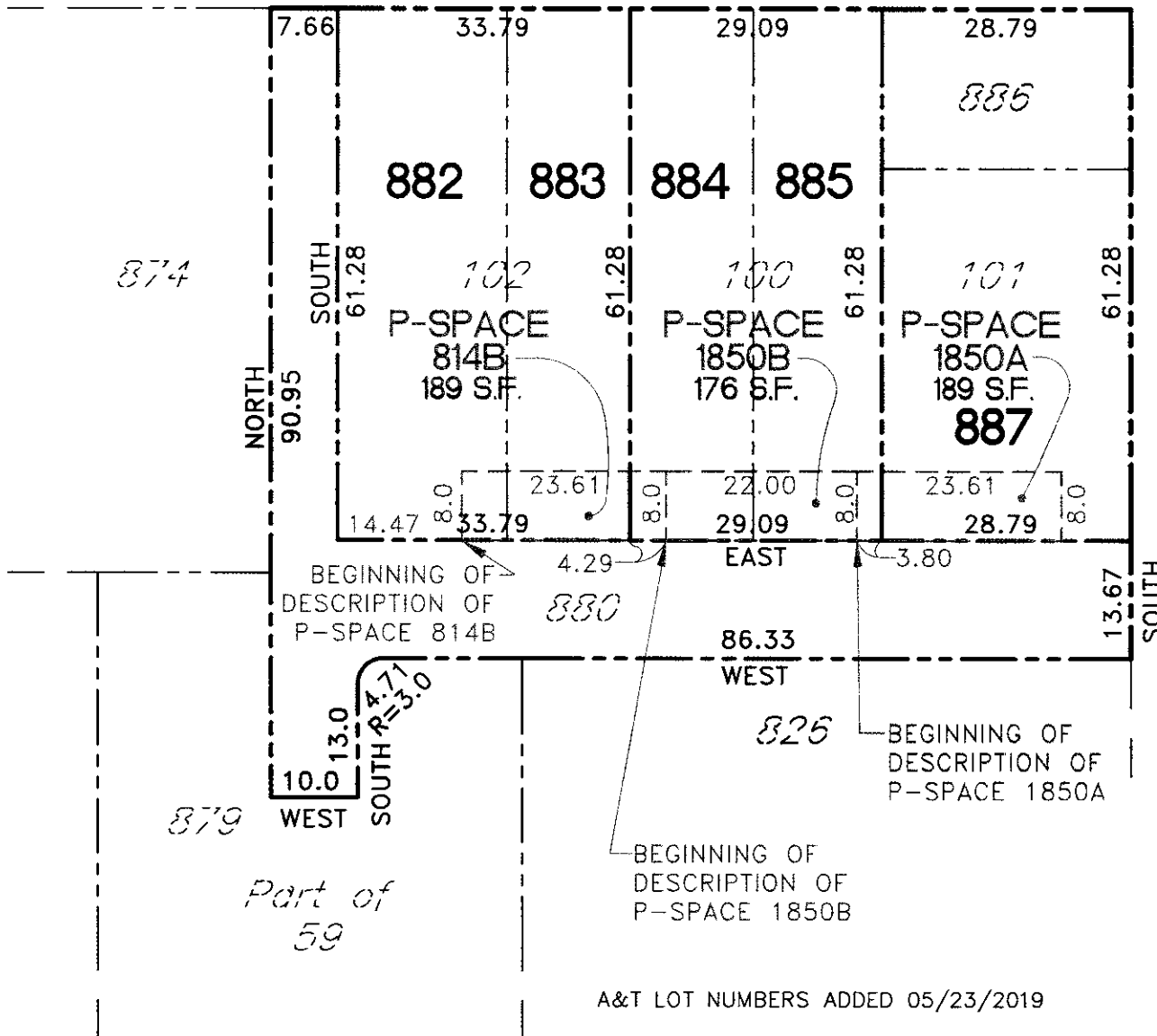
- 1) North - 8.00 feet to a point, thence
- 2) East - 22.00 feet to a point, thence
- 3) South - 8.00 feet to a point on the aforesaid southern line, thence with said southern line

West - 22.00 feet to the place of beginning, containing 176 square feet or 0.0040 acres of land, as now described by Maddox Engineers and Surveyors, Inc. in April, 2019, Job No. 14084.13.

Note: The above described area, at the date hereof, is part of Lots 884 and 885 in Square 394 as known for the purposes of Assessment and Taxation (A&T).

T STREET, N.W.

EAST



MADDOX
Engineers & Surveyors, Inc.
3204 Tower Oaks Boulevard, Suite 200-A, Rockville, MD 20852
(301) 762-9001 www.maddoxinc.com

PARKING SPACE EASEMENTS
OVER
LOTS 882 - 885 & 887
SQUARE 394

FILE NAME: 14084 DCSO.dwg (PARK)

WASHINGTON
DISTRICT OF COLUMBIA

DWG. BY R.E. MARSH

CHK. BY D.T. CAYWOOD

DATE 04/16/2019

SCALE: 1" = 20'

JOB No. 14084.13

Doc #: 2019080209
Filed & Recorded
07/30/2019 05:32 PM
IDA WILLIAMS
RECORDER OF DEEDS
WASH DC RECORDER OF DEEDS
RECORDING FEES \$25.00
SURCHARGE \$6.50
TOTAL: \$31.50