

Articles of Incorporation
Walter E Washington Estates HOA

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RECORDER OF DEEDS
HENRY M TERRELL

DATE 11/18/1998 WED

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**WALTER E. WASHINGTON ESTATES
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS**

"Walter E. Washington Estates is named in honor of Mr. Walter E. Washington, the first Mayor of the District of Columbia and the great work he has done on behalf of the District. However, Mr. Walter E. Washington is not a sponsor, owner, developer or affiliated in any manner with Walter E. Washington Estates. The use of the name "Walter E. Washington Estates" does not and shall not create any liability or responsibility for the individual named Walter E. Washington, neither personally nor professionally, neither individually, jointly nor severally, in conjunction with the purchase, sale, ownership, development, maintenance and operation of that certain property formerly known as Ridgcrest Apartments, and to be commonly known as "Walter E. Washington Estates."

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DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR

WALTER E. WASHINGTON ESTATES

THIS DECLARATION made this 17th day of November 1998, by CEMI-RIDGECREST, INC., a District of Columbia nonprofit corporation, hereinafter referred to as "Declarant."

RECITALS:

WHEREAS, the Declarant purchased from the Secretary of Housing and Urban Development (the "Secretary" or "HUD") that certain multifamily apartment project located at 800 Bellevue Avenue, SE, Washington, D.C., commonly known as Ridgecrest Heights Apartments (the "Apartment Project");

WHEREAS, the Apartment Project was located on that certain real property more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property");

WHEREAS, the Secretary sold the Property to Purchaser pursuant to the terms and conditions of a "Contract of Sale," as assigned, a "Special Warranty Deed" and a "Land Use Restriction Agreement";

WHEREAS, the Declarant agreed to demolish the buildings and improvements which constituted the Apartment Project, and thereafter redevelop the Property into a mixed-income development consisting of 141 Townhouse Units (the "Townhouse Units") providing homeownership accommodations for families, along with the construction of daycare and job training facilities and community space (the Townhouse Units and the daycare and job training facilities and the community space are collectively referred to herein as the "Redevelopment");

WHEREAS, the Redevelopment is funded by a HUD grant pursuant to the terms and provisions of that certain "Upfront Grant Agreement" by and between the Secretary and Owner;

WHEREAS, the Contract of Sale, the Special Warranty Deed, the Land Use Restriction Agreement and the Upfront Grant Agreement are collectively referred to herein as the "Redevelopment Documents";

WHEREAS, pursuant to the Redevelopment Documents, Declarant has developed and intends to develop or cause to be developed on the Property building lots for family housing, community facilities, appurtenant amenities and open space to be known as the Walter E. Washington Estates;

WHEREAS, "Walter E. Washington Estates is named in honor of Mr. Walter E. Washington, the first Mayor of the District of Columbia and the great work he has done on behalf of the District. However, Mr. Walter E. Washington is not a sponsor, owner,

developer or affiliated in any manner with Walter E. Washington Estates. The use of the name "Walter E. Washington Estates" does not and shall not create any liability or responsibility for the individual named Walter E. Washington, neither personally nor professionally, neither individually, jointly nor severally, in conjunction with the purchase, sale, ownership, development, maintenance and operation of that certain property formerly known as Ridgecrest Apartments, and to be commonly known as "Walter E. Washington Estates."

WHEREAS, Declarant desires to subject the Property and the improvements located or to be located thereon, to the easements, covenants, conditions and restrictions set forth herein which are for the purpose of protecting the value and desirability of the Property and the improvements thereon and are for the purpose of distributing among the Declarant and owners of the improvements the cost of maintaining and operating the common areas (as hereinafter defined), and any improvements constructed thereon;

WHEREAS, Declarant has caused a District of Columbia nonprofit membership corporation, known as Walter E. Washington Estates, Inc. (the "Association"), to be formed;

WHEREAS, the Association will perform certain functions on behalf of the Declarant with respect to the individual lots and Townhouse Units within the Property, including, but not limited to, the enforcement of the covenants, conditions and restrictions herein set forth, and management of the common areas to be owned by the Association, and collection and disbursement of the assessments and charges hereinafter created.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability, and enhancing the attractiveness of the Property, and which shall run with the Property and shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner of the Property or any part thereof and their respective heirs, personal representatives, successors and assigns, and the Association.

ARTICLE ONE

Definitions

- 1.1 As used herein, the following words and terms are defined to mean as indicated:
- 1.2 "Architectural Committee." The Architectural Committee shall be composed of those three or more individuals so designated from time to time by the Board of Directors of the Association. Those individuals appointed by the Board of Directors may be removed from the Architectural Committee at any time by the Board of Directors at its discretion. The Board of Directors may designate itself as the Architectural Committee.
- 1.3 "Association" shall mean Walter E. Washington Estates, Inc., a District of Columbia nonprofit corporation, as formed or to be formed by Declarant.

- 1.4 "Board of Directors" means the Board of Directors from time to time of the Association.
- 1.5 "Common Areas" means means all real property owned or to be owned by the Association for the common use and enjoyment of the Owners, and more particularly, that certain real property included within the Property (including similar areas in any additions to the Property that may be brought within the jurisdiction of the Association by annexation and subjected to this Declaration as herein provided), except for the Lots (shown on Exhibit B "Plat of Computation on Lot 125 to Show 145 Theoretical Sites" as proposed tax lots 815 through 955) and improvements on the Lots.
- 1.6 "Community Facilities" means the jobs skills training center, day care facility, and community center, as contemplated in the Redevelopment Documents.
- 1.7 "Declarant" means CEMI-Ridgecrest, Inc., a District of Columbia nonprofit corporation and its successors and assigns under the Redevelopment Documents, to which it shall convey or otherwise transfer its right, title and interest to all or any part of the Property and in so doing expressly designates the transferee as a "Declarant" hereunder.
- 1.8 "Homebuilder(s)" means Declarant and any of its grantees, successors and assigns who acquire more than one Lot for the purpose of constructing Townhouse Unit(s) on said Lot(s).
- 1.9 "HUD" means the United States Department of Housing and Urban Development.
- 1.10 "Lot" means a lot or parcel of ground in the Property shown as such on Plats recorded or intended to be recorded among the Land Records of the District of Columbia. As used herein, "Lot" shall not include the Common Areas, nor shall it include roads, streets or parking areas within the Property which are to be deeded or dedicated by Declarant to the District of Columbia.
- 1.11 "Member" means a person or entity who holds membership in the Association as provided in this Declaration hereafter.
- 1.12 "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot, and not the holder of title as such of the reversionary interest, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- 1.13 "Property" shall mean that certain property described in Exhibit A attached to and incorporated in this Declaration, and such additions thereto as may hereafter be brought within the jurisdiction of the Association by annexation and subjected to this Declaration as herein provided.
- 1.14 "Redevelopment Documents" means the Upfront Grant Agreement, the Land Use Restriction Agreement, the Contract of Sale, the Assignment of Contract of Sale, the Multifamily Property Disposition Uniform Closing Statement, the Special Warranty

Deed, the Bill of Sale, and the Property Management Agreement, all entered into in respect to the sale and redevelopment of the Property, by and between Declarant, Declarant's predecessors in interest, and HUD, and attached hereto.

1.15 "Redevelopment Period" means the period that is five (5) years from the date this Declaration is recorded among the Land Records of the District of Columbia, aforesaid. With respect to any land annexed to the property by Declarant as herein permitted, the "Redevelopment Period" shall mean the time that is five (5) years from the time that such land is annexed to the Property by recording of the Amendment hereto among the Land Records of the District of Columbia.

1.16 "Structure" means any thing or device other than trees, shrubbery (less than three feet high in the form of a hedge) and landscaping, the placement of which upon the Property (or any part thereof) may affect the appearance of the Property (or any part thereof) including, by way of illustration and not limitation, any building, trailer, garage, porch, shed, greenhouse, or bath house, coop or cage, covered or uncovered patio, swimming pool, clothesline, radio, television or other antenna, satellite dish, fence, sign, curbing, paving, wall, roadway, walkway, exterior light, hedge more than three feet in height, signboard or any temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement made to the Property or any part thereof. "Structure" shall also mean (i) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across the Property, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across the Property, and (ii) any change in the grade of the Property (or any part thereof) of more than six (6) inches from that existing at the time of purchase by an Owner.

1.17 "Secretary" means the Secretary of Housing and Urban Development.

ARTICLE TWO

Property Rights

2.1 Grant of Lots. Declarant shall hereafter hold, grant and convey the Property, and any part thereof, including, but not limited to Lots, subject to the covenants, conditions, easements and restrictions herein set forth, which are for the benefit of, binding upon and shall run with the land, and are for the benefit of Declarant, the Association and the Declarants, their heirs, personal representatives, successors and assigns.

2.2 Grant of Common Areas. Declarant covenants that it will convey the Common Areas to the Association, and the Association shall accept from Declarant the Common Areas, with such improvements as may be constructed thereon at the time of such conveyance and shall hold them subject to the provisions hereof.

2.3 Grant of Community Facilities. Declarant reserves the right to convey the Community Facilities to a public entity or nonprofit corporation, or to the Association.

2.4 Members' Easements of Enjoyment. Every Member shall have a right and non-exclusive easement of use and enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

2.4.1 The Association shall have the right to charge a reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas.

2.4.2 The Association shall have the right to suspend the voting rights and right to use of the Common Areas and the recreational facilities thereon by an Owner for any period during which any assessment against his or her Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

2.4.3 The Association shall have the right to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility, or any nonprofit corporation or association, for such purposes and subject to such conditions as may be agreed to by the Members, except that if ingress or egress to any residence is through the Common Area, any conveyance or encumbrance of such area is subject to the lot owner's easement. No such dedication or transfer shall be effective without the prior written consent of two-thirds (2/3) of any Class A Members. Notwithstanding the foregoing, the Community facilities may be dedicated to a public agency, authority, or nonprofit corporation without approval by the Members, and in accordance with the Redevelopment Documents, and if applicable, with HUD's consent.

2.5 Delegation of Use. Any Member may delegate his or her right of use and enjoyment to the Common Areas and facilities to the members of his or her family, his or her tenants, or contract purchasers, who reside on a Lot, provided however that invited guests of a Member shall be allowed to use the Common Areas and facilities only in the presence of the Member who invited the guest.

2.6 Structures. Except as otherwise permitted by the provisions of this Declaration, no Structure shall be erected, placed or maintained on any Common Area except: (i) Structures designed exclusively for the common use of Members, including, but not limited to, benches, chairs or other seating facilities, fences and walls, walkways, roadways, gatehouse, swimming pools, tennis court(s), playgrounds, and similar recreational facilities; (ii) pumping stations, drainage, storm and utility systems; and (iii) Community Facilities including, but not limited to, a community center, daycare and job training facilities. The Common Areas may be graded, planted with trees and shrubs and other plants placed and maintained thereon for the use, comfort and enjoyment of the Members and the Community Facilities, or for the establishment, retention or preservation of the natural growth or topography of the Common Areas and for aesthetic reasons.

2.7 Rules. The Association shall have the right to prescribe reasonable rules and regulations governing the use of the Common Areas, which rules and regulations shall apply equally to all Members. The Association shall have the right to suspend voting

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rights of a Member in the Association for any period of not less than ten (10) days for an infraction of its published rules and regulations.

2.8 Association Management. The Association may improve, develop, supervise, manage, operate, examine, inspect, care for, repair, replace, restore and maintain the Common Areas, including, by way of illustration, and not limitation, Community Facilities, streets, roadways, sidewalks, parking areas, swimming pools, tennis courts and playgrounds, and all trees, shrubbery and other plants and landscaping, together with any items of personal property placed or installed thereon, at the cost and expense of the Association.

ARTICLE THREE

Redevelopment Documents

3.1 Applicability of the Redevelopment Documents. The Property and Declarant are subject to and bound by the Redevelopment Documents until such time as the requirements under the Redevelopment Documents are fully performed, satisfied, completed, or released by the parties thereto. Notwithstanding any other provision in this Declaration or the Articles of Incorporation or Bylaws of Declarant or the Association, until such requirements are met or released, neither Declarant nor the Association shall take any action in violation of the Redevelopment Documents.

ARTICLE FOUR

Reserved Rights of Declarant and Homebuilders

4.1 Reserved Rights of Declarant and Homebuilders. The Association shall hold the Common Areas conveyed to it by Declarant subject to the following:

4.1.1 The terms and conditions of the Redevelopment Documents.

4.1.2 The reservation to Declarant and any Homebuilder of an easement over any road in the Common Areas, such easement for the purpose of ingress and egress and the installation and maintenance of public and private utilities to serve the Property and any part thereof, including any Lot.

4.1.3 The right of a Class B Member of the Association (as described in Article Five below) to store building supplies, construction equipment and other similar property on the Common Areas during the Redevelopment Period. This reserved right shall expire one (1) year after completion of construction of all improvements by the Class B Members of the Association on all Lots within the Property.

4.2 Grading. Declarant further reserves unto itself the right at or after the time of grading of any street or any part thereof for any purpose, to enter upon any abutting Lot and grade a portion of such Lot adjacent to such street, provided such grading does not materially interfere with a Member's use or occupancy of a house built or to be built on

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such Lot, but said Declarant shall not be under any obligation or duty to do such grading or to maintain any slope.

4.3 Amendment of Plats. No right shall be conferred upon any Owner or Member by the recording of any plat relating to the development of the Property, Declarant expressly reserving unto itself the right to make such amendments to any such plat or plats as in its best judgment shall be advisable and as shall be acceptable to public authorities having the right to approval thereof. This provision shall not be deemed to give Declarant any right to amend the property line of any Lot not then owned by Declarant.

4.4 Sales and Construction Offices. During the Redevelopment Period, a Homebuilder may construct, maintain and operate real estate sales and construction offices, model homes, displays, signs and special lighting on any part of the Common Areas or on any Lot which has not yet been conveyed to a Class A Member, and on or in any building or Structure now or hereafter erected thereon.

4.5 Easement for Utilities.

4.5.1 Declarant, for itself, its successors and assigns, reserves an easement on, over and under the Common Areas for the purpose of ingress and egress and the installation and maintenance of public and private utilities to serve the Property and the Lots therein, including, but not limited to, the right to lay, install, construct and maintain pipes, drains, mains, conduits, lines and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television, and other public or private services or utilities deemed by declarant necessary or advisable to provide adequate service to any Lot now or hereafter laid out or established on the Property, or in or on the area in which the same is located, together with the right and privilege to enter the Common Areas for such purposes and making openings and excavations thereon which openings and excavations shall be restored in a reasonable period of time.

4.5.2 Further, Declarant, for itself, its successors and assigns, reserves an easement on, over and under the Common Areas for the purpose of ingress and egress and the installation and maintenance of public and private utilities to serve land adjoining any of the Common Areas (whether such land is owned by Declarant, its successors or assigns, or others), including, but not limited to the right to lay, install, construct and maintain pipes, drains, mains, conduits, lines and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television, and other public or private services or utilities deemed by Declarant necessary or advisable to provide adequate service to any such land, or in or on the area in which the same is located, together with the right and privilege of entering upon the Common Area for such purposes and making openings and excavations thereon which openings and excavations shall be restored in a reasonable period of time.

ARTICLE FIVE

Membership and Voting Rights

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5.1 Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

5.2 Voting. The Association shall have two (2) classes of voting membership:

5.2.1 Class A. Class A Members shall be all Owners, with the exception of the Class B Members, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised in such a manner as the Declarants may approve, but in no event shall more than one vote be cast with respect to any Lot.

5.2.2 Class B. The Class B Members shall be Declarant and any Homebuilder. The Class B Members shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease, subject to revival upon additional land being annexed to the Property pursuant to this Declaration, and be converted to Class A membership upon the earlier of:

(a) when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership; or

(b) ten (10) years from the date of recordation of the Declaration; provided, however, that if the Declarant is delayed in the improvement and development of the Walter E. Washington Estates on account of market conditions, a sewer, water or building permit moratorium, or any other cause, then the ten (10)-year period shall be extended by a period equal to the length of the delays, or ten (10) years, whichever is less.

ARTICLE SIX

Covenant for Maintenance

6.1 Creation of Lien and Personal Obligations for Assessments. The Declarant, for each Lot, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges, (ii) special assessments, and (iii) additional assessments, all such assessments to be established and collected as hereinafter provided. The annual, special and additional assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Declarant of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title of an Owner unless expressly assumed by them.

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6.2 Purposes of Assessments. Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of Lots within the Property; for the improvement and maintenance of the Common Areas; for the improvement and maintenance of the Community Facilities; and as is otherwise consistent with the rights and responsibilities of the Association hereunder and for the benefit of the Members.

6.3 Reserve Fund. The annual assessments shall include an amount adequate to establish a reserve fund for replacement of capital improvements in the Common Areas. A proportionate amount of each assessment payment received by the Association applicable to the reserve fund shall be received and held by the Association in trust, and shall be held separate and apart from other Association funds. Such trust funds shall be retained by the Association and used only for capital improvements and/or replacement of Common Areas facilities of the Association upon the approval of a majority of Members who are voting in person or by proxy at the meeting duly called for this purpose; except that in any fiscal year, the Board of Directors, by a majority vote of a quorum thereof, shall have authority to approve the use up to ten percent (10%) of said trust funds, but in no event in excess of \$1,500.00, for such capital improvements and/or replacement of capital improvements in the Common Areas.

6.4 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to a Class A Member, the maximum annual assessment shall be One Thousand Two Hundred Dollars (\$1200.00) per Lot.

6.4.1 From and after January 1 of the year immediately following the conveyance of the first Lot to a Class A Member, the maximum annual assessment may be increased each fiscal year of the Association by a vote of the Board of Directors.

6.4.2 The Board of Directors may from time to time fix the annual assessment at an amount not in excess of the maximum.

6.5 Special Assessments.

6.5.1 In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, and/or to meet any other emergency or unforeseen expenses of the Association, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at the meeting duly called for this purpose.

6.5.2 Special assessments shall be due as provided by the Board of Directors.

6.6 Notice and Quorum for Any Action Authorized Under Paragraphs 6.4 and 6.5.

Written notice of any meeting called for the purpose of taking an action authorized under

Paragraphs 6.4 or 6.5 shall be sent to all Members not less than five (5) days nor more than sixty (60) days in advance of the meeting.

6.7 Uniform Rate of Assessment.

6.7.1 Subject to the provisions of Paragraph 6.7.2 below, both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis or other periodic basis not more often than monthly or less often than annually.

6.7.2 Anything in Paragraph 6.7.1 above to the contrary notwithstanding, Declarant and Homebuilders shall not be required to pay any assessment for any Lot owned by the Declarant or such Homebuilders until construction of improvements for a house on the Lot have been completed and the improvements have been occupied. So long as Declarant and any Homebuilder is exempt from assessment as herein provided, if the assessment for any fiscal year of the Association, exclusive of those amounts collected by the Association for a reserve fund and for the working capital fund, shall fail to equal or exceed the actual expenses incurred by the Association during any such fiscal year because of such Declarant's and Homebuilder's exemption from payment of assessments, then the Declarant and Homebuilder(s) shall pay to the Association a sufficient amount, up to the amount for that fiscal year of the full assessment for each Lot owned by the Declarant and each Homebuilder, to meet any such deficit, so long as (i) written notice of such deficit is given by the Association to the Declarant and Homebuilder(s) within sixty (60) days following the termination of the fiscal year for which the assessment is made, and (ii) the Declarant and Homebuilder(s) shall have no obligation for any such deficit caused by expenditures for capital improvements or by any decrease in assessments, including, without limitation, the levying of an assessment in an amount less than the maximum for any annual assessment, unless the same has been previously approved in writing by the Declarant and Homebuilder(s). In the event there is more than one party exempt hereunder, then each such exempt party shall pay a pro rata share of the aforesaid deficit, such pro rata share to be based on the number of Lots owned by each such exempt party and the period of time during the assessment year that each Lot was owned by such party.

6.8 Additional Assessments. Additional assessments may be fixed against any Lot only as provided for in this Declaration. Any such assessments shall be due as provided by the Board of Directors in making any such assessment.

6.9 Housing Trust Fund. Pursuant to the terms of the Redevelopment Documents, Declarant will establish a "Housing Trust Fund" which will be funded, in part, from a portion of the proceeds of the sales of the Townhouse Units. Further, to the extent that Association assessments receipts are in excess of the expenses of the Association in any fiscal year, such excess shall be deposited into the Housing Trust Fund. The Housing Trust Fund shall be used to cover the operating expenses of the Association during the first ten (10) years following the first sale of a Townhouse Unit, and to the extent funds are available, to provide down payment assistance to eligible families purchasing Townhouse Units.

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6.10 Date of Commencement of Annual Assessments; Due Dates; Certificate of Payment of Assessments.

6.10.1 The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area to the Association. The first annual assessment shall be fixed by the Board of Directors and shall be adjusted according to the number of months remaining in the calendar year. Thereafter, the Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

6.10.2 If additional land is annexed to the Property as herein permitted, the annual assessments as to the Lots added to the Property by such annexation shall commence on the first day of the month following the conveyance to a Class A Member of the first Lot within the annexed land.

6.10.3 The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

6.11 Effect of Nonpayment of Assessments, Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10%) percent per annum, and shall be subject to a late charge of Five (\$5.00) Dollars or five (5%) percent of the assessment, whichever is greater, and the Board of Directors shall have the right to declare the entire balance of the annual assessment and accrued interest thereon to be immediately due and payable. In addition, the Declarant shall be liable for all costs of collecting any such assessment, including reasonable attorney's fee and court costs. All such interest, late charges and costs of collection shall be deemed to be an additional assessment hereunder. The Association may bring an action at law against the Declarant personally obligated to pay the same and/or, without waiving any other right, may foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his or her Lot.

6.12 Subordination of the Lien to Mortgages. The lien for the assessments provided for herein shall be subordinate to the lien of any mortgage or deed of trust duly recorded prior to the time a Statement of Lien is recorded among the Land Records of, the jurisdiction where the Lot is located. Sale or transfer of any Lot shall not affect the assessment lien. However, any contract purchaser of a Lot shall be entitled, on written request to the Association, to a statement in writing from the Association setting forth the amount of any unpaid assessments against the Declarant of the Lot due the Association and such purchaser shall not be liable for, nor shall the Lot conveyed be subject to a lien for any unpaid assessments, made by the Association against the Lot, in excess of the amount set forth in such statement. The sale or transfer of any Lot pursuant to foreclosure or any proceeding in lieu thereof, of a mortgage senior in priority to the assessment lien, shall extinguish the lien of such assessments as to payments which became due prior to such

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sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from any lien therefor.

6.13 Exempt Property. All property dedicated to and accepted by a public authority and all property owned by a charitable or non-profit organization exempt from taxation by the laws of the District of Columbia shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessment.

6.14 Initial Assessment. The first Class A Member of each Lot shall pay to the Association in addition to the regular monthly assessments, an initial assessment in an amount equal to two (2) times the initial monthly assessment applicable to the Lot. Such sum shall be payable within thirty (30) days after conveyance of the Lot to the Class A Member.

ARTICLE SEVEN

Maintenance by Owner

The Owner of each Lot shall keep his or her Lot, and all improvements thereon, in good order and repair, including, but not limited to, the seeding, watering and mowing of all lawns and yards, keeping all sidewalks neat, clean and in good repair, and free of ice and snow, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and Structures on the Lot, all in a manner and with such frequency as is consistent with good property management and maintenance. If, in the opinion of the Architectural Committee, any Owner fails to perform the duties imposed hereunder, the Association, on affirmative action of a majority of the Board of Directors, after fifteen (15) days written notice to the Declarant to remedy the condition in question, and upon failure of the Declarant to remedy the condition, shall have the right (but not the obligation), through its agents and employees, to enter upon the Lot in question and to repair, maintain, repaint and restore the Lot and the improvements or Structures thereon and the cost thereof shall be a binding, personal obligation of such Owner as additional assessment upon the Lot in question.

ARTICLE EIGHT

Architectural Review

8.1 Architectural Committee. All of the rights and powers (including discretionary rights and powers) reserved by or conferred upon Declarant by this Article Seven are invested initially in Declarant alone (including any successor or assign of CEMI-Ridgecrest, Inc. to which it shall convey or otherwise transfer its right, title and interest to all or any part of the Property and in so doing expressly designates the transferee as "Declarant"), but may be assigned or transferred by Declarant to the Architectural Committee. This right of assignment may be exercised by Declarant from time to time, and may be exercised in whole or in part, and may apply to all or any part of the Property, including any Lot. In any event, the rights and powers of Declarant under this Article Seven shall automatically terminate with respect to Declarant and vest in the Architectural Committee alone upon the release of the obligations under the Redevelopment Documents. Whenever "Declarant

or Architectural Committee" is used or referred to in this Article Eight, it shall apply to the Declarant alone until such time as the rights under this Article Eight are vested in the Architectural Committee and shall then apply to the Architectural Committee with respect to any such.

8.2 Written Approval Required. No Structure shall be constructed, erected or maintained on the Property (including any Lot), nor shall the exterior appearance (including the color thereof) of any Structure on the Property be changed or altered from the original appearance thereof, nor shall the natural state of any area of the Property be disturbed or altered, nor shall any work be commenced or performed which may result in a change in the exterior appearance of any such Structure, until plans and specifications showing the nature, kind, shape, dimensions, materials, floor plans, color scheme, location, exterior plans and details, paving plans and location, landscaping details and proposed topographical changes, together with the estimated cost of said work and the proposed construction schedule therefore, and together with a designation of the party or parties to perform the work, have been submitted to, and approved in writing by, Declarant or the Architectural Committee. In the event the Declarant or the Architectural Committee fails to approve or disapprove such design and location in writing within ninety (90) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

8.3 Committee Criteria. The Declarant or Architectural Committee shall consider such plans and specifications for approval upon the basis of, among other things, the harmony of external design and location in relation to surrounding Structures and topography, the nature and durability of the materials, quality of workmanship, choice of colors and materials, grade elevations and/or drainage, the ability of the party or parties designated by the Declarant to complete the work proposed in accordance with the plans and specifications submitted; including, without limiting the foregoing, such factors as background, experience, skill, quality of workmanship, financial ability, etc. In reviewing the plans, the Declarant or Architectural Committee may also consider factors of public health and safety, the effect the proposed work will have on the use, enjoyment and value of surrounding properties, and/or the outlook or view of other neighboring properties and the suitability of the proposed improvements or alterations with the general aesthetic values of the surrounding area.

8.4 Disapproval of Plans. In any case where the Declarant or Architectural Committee shall disapprove the plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement in writing of the grounds upon which such action was based. In any such case, the Declarant or Architectural Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval. However, the final decision of the Declarant or Architectural Committee is final and binding.

8.5 Approval of Plans. The applicant shall submit for approval two sets of plans and specifications. Upon approval by the Declarant or Architectural Committee, one copy of such plans and specifications shall be retained by the Declarant or Architectural Committee, and the other bearing the approval of the Declarant or Architectural Committee in writing shall be returned to the applicant.

8.6 Non-Approved Structures. If any Structure shall be altered, erected, placed or maintained upon any part of the Property, including any Lot, or any new use commenced on any part of the Property including any Lot, in violation of the provisions hereof, such Structure or new use shall be removed or discontinued, and such use shall be terminated so as to extinguish such violation. If within fifteen (15) days after notice from the Declarant or the Architectural Committee of such violation, the Declarant of the Lot upon which such violation exists shall not have taken reasonable steps towards the removal or termination of the same, the Declarant (or the Association upon recommendation of the Architectural Committee) shall have the right to apply to a court of competent jurisdiction for an order directing the Declarant to remove or discontinue such structure or new use, and if the Declarant shall fail to do so, authorizing the Declarant or the Association, through its agents and employees, to enter upon the Lot and to take such steps as it deems necessary to extinguish such violation, and the cost thereof shall be a binding, personal obligation of the Declarant of the Lot and an additional assessment upon the Lot.

8.7 Completion of Construction. Upon completion of construction of any Structure in accordance with the provisions hereof, the Declarant or the Architectural Committee, upon request of the applicant shall issue a Certificate of Compliance in form suitable for recordation among the Land Records of the jurisdiction where the Property is located, identifying such Structure and the Lot (or other part of the Property) on which such Structure is placed, and stating that the Structure has been completed pursuant to the terms hereof. Preparation and recording of such Certificate shall be at the expense of the applicant. Any Certificate of Completion issued pursuant hereto shall be *prima facie* evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith, and for value, or as to any title insurer, such Certificate shall be conclusive evidence that all Structures on the Lot (or other part of the Property) noted in such Certificate comply with the provisions hereof.

8.8 Examination Fee. The Declarant or the Architectural Committee may charge and collect a reasonable fee for the examination of the plans and specifications submitted for approval. Such payment shall be made at the time such plans and specifications are submitted, provided that such charge shall not exceed the amount chargeable by the appropriate governmental authority for an application for and processing of building permits for Structures on the Lot with regard to which such plans and specifications are submitted. Such fee shall be retained by the Declarant (or the Association for the Architectural Committee).

8.9 Committee Compensation. The members of the Architectural Committee shall serve without compensation unless specifically approved by the Members.

8.10 Architectural Rules. The Declarant or the Architectural Committee, to the extent of its functions hereunder and rights specifically provided herein, may adopt and promulgate reasonable rules and regulations regarding the administration, interpretation and enforcement of the provisions of this Declaration.

8.11 Conditional Approvals. In granting any permit, authorization, or approval, as herein provided, the Declarant or the Architectural Committee may impose any appropriate conditions or limitations thereon as they shall deem advisable under the circumstances of each case.

8.12 Lot Restrictions. The following restrictions will apply to all Lots. These restrictions may be amended by Declarant at any time until its rights under this Article 8 shall be vested in the Architectural Committee and thereafter they may be amended by the Architectural Committee. (This right of amendment is in addition to the right to amend this Declaration set forth in Article 13 below.) Any amendment shall become effective when a written instrument setting forth the amendment is signed and recorded by Declarant or the Architectural Committee among the Land Records where the Property is located. The restrictions are as follows:

8.12.1 Subdivision. No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise after acquisition from Declarant. With respect to any Lots while owned by Declarant, Declarant expressly reserves the right to further subdivide or alter property lines as it may deem necessary and appropriate, subject to applicable governmental laws, rules and regulations.

8.12.2 Trees. No tree having a diameter of six (6) inches or more (measured from a point two (2) feet above ground level) shall be removed from any Lot without the express written authorization of the Declarant or Architectural Committee. The Declarant or Architectural Committee, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources, and wildlife upon the Property. In carrying out the provisions of this Section 8.12.2, the Declarant or Architectural Committee and their respective agents may come upon any Lot during reasonable hours for the purpose of inspecting or marking trees or in relation to the enforcement and administration of any rules and regulations adopted and promulgated pursuant to the provisions hereof. The Declarant or Architectural Committee and their respective agents shall not be deemed to have committed a trespass or wrongful act by reason of any such entry or inspection.

8.12.3 Animals. The Declarant or Architectural Committee may, from time to time, publish and impose reasonable regulations setting forth the number of animals that may be kept on any Lot. No birds or animals shall be kept or maintained on any Lot except domesticated birds, dogs and cats. No Owner shall have in his or her possession or under his or her control any animal which is kept in such a manner as to cause or result in odors, noise or other conditions constituting an annoyance or nuisance to the occupants of other Lots.

8.12.4 Fences. The Declarant or Architectural Committee, in its discretion, may permit the erection of fences or walls in the front or side yards of any Lot for decorative purposes, so long as the same do not in any way obstruct visibility at any adjacent road intersection. Any rear yard fence and any fences or walls permitted by the Declarant or Architectural Committee to be erected in the front or side yards of any Lot shall not exceed six (6) feet in height.

8.12.5 Private Residences Only. All Lots upon the Property shall be used for private residential purposes only and no dwelling shall be commenced, erected, altered or permitted to remain on any Lot other than one (1) dwelling designed for occupancy by a single family.

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8.12.6 Type of Building. Each residence building constructed upon a Lot shall have at least two (2) levels at or above grade, except that a one (1) level residence building will be permitted upon a Lot the grade of which at the building setback line is four (4) feet or more above the grade of the adjacent road. Each residence building shall contain at least one thousand two hundred (1,200) square feet of floor area, excluding a garage.

8.12.7 Driveways. All improved Lots⁶ shall be provided with driveways paved with a hard, durable surface such as macadam, concrete or other similar material subject to the approval of Declarant (or the Architectural Committee after Declarant's rights and powers under Article Seven have been transferred to it). Paving shall be completed within one (1) year from the date of commencement of construction of a dwelling unit on said Lot.

8.12.8 No Poles. No facilities, including poles and wires for the transmission of electricity, telephone and the like shall be placed or maintained above the surface of the ground on any Lot.

8.12.9 No Signs. No sign or other advertising device of any nature shall be placed on any Lot except a temporary real estate sign, not exceeding four (4) square feet in size, advertising the sale of the Lot (including any house constructed thereon) upon which such sign is displayed, and except as otherwise permitted by rules and regulations adopted and promulgated by the Declarant or Architectural Committee relating thereto. Notwithstanding the foregoing, Declarant reserves the right to erect a temporary real estate sign advertising the sale of Lots within the Property of such size and design as it, in its discretion, deems appropriate from time to time during the Redevelopment Period.

8.12.10 No Temporary Residences. No temporary building, trailer, garage, or building in the course of construction or other Structure shall be used, temporarily or permanently, as a residence on any Lot.

8.12.11 Trash. No lumber, metals, bulk materials, refuse or trash shall be kept, stored, or allowed to accumulate on any Lot, except building materials during the course of construction of any approved Structure. During the course of construction of any approved Structure, all trash or other refuse resulting therefrom shall be removed daily. The Declarant or Architectural Committee, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of trash or other refuse containers permitted and the manner of storage of the same on the Property, provided that the same must be sanitary and animal-proof. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, the containers therefore may be placed in the open on any day that a pick-up is to be made, at such place on the Lot so as to provide access to persons making such pick-up. At all other times such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property.

8.12.12 No Offensive Activity. No obnoxious or offensive trade or activity shall be carried out on or upon any Lot nor shall anything be done thereon which

may be or become an annoyance or nuisance to the neighborhood or any adjoining property owners. No snowmobiles, go-carts, motor bikes, trail bikes or other loud engine recreational vehicle shall be run or operated upon any Lot or upon the roads servicing the Property.

8.12.13 No Pollution. No Lot shall be so used as to cause any pollution to streams or ponds on or adjacent to said Lots or to any adjoining property's water supplies. No Lots shall be so used or maintained as to cause any erosion of soil or sediment into such streams or ponds. During the grading and construction of any improvements upon any Lot, adequate arrangements shall be made to insure that no erosion of soil or sediment into such streams or ponds shall take place.

8.12.14 Vehicles. No commercial vehicles, trailers, boats, buses, campers, tractors, mobile homes or any other vehicle other than private passenger vehicles in regular operation shall be kept regularly on any Lot in the Property unless garaged. However, during the construction of improvements upon the Lots, commercial vehicles or trailers may be maintained for construction purposes. No motor vehicle of any kind shall be regularly parked upon any of the roads servicing the Property.

8.12.15 Lighting. No exterior lighting on any Lots shall be directed outward from the boundaries of the Lot; and, mercury lights may not be used for any such exterior lighting.

8.12.16 Construction. Any new Structure to be constructed upon any Lot must be substantially completed within twelve (12) months from the commencement of construction thereof.

8.12.17 Architectural Style. No contemporary flat roof design will be permitted for any main building structure (i.e., flat roof design will be permitted for porches, sun rooms, etc.).

8.12.18 Garden Sheds, Etc. Nothing herein contained shall be deemed to prohibit the construction of garden sheds, green-houses, or other similar accessory structures subject to the review and approval of the Declarant or Architectural Committee as provided in Article Eight.

8.12.19 Zoning Laws. These restrictions shall not be taken as permitting any action or thing prohibited by applicable zoning laws, or the laws, rules or regulations of any governmental authority having jurisdiction over the Property, or any other restrictions applicable to the Property and heretofore recorded among the Land Records of the District of Columbia. In the event of any such conflict the most restrictive provision of such laws, rules, regulations, restrictions or these restrictions shall be taken to govern and control.

8.13 Residential Use. Lots will be used for residential purposes and only such other purposes as may be permitted in a residential district by applicable zoning laws and regulations, except that Declarant and any Homebuilder may use any Lot as a model home and for sales, management and/or construction offices during the Redevelopment Period. Except as expressly provided for herein with respect to the Common Areas, the Lots and

Townhouse Units may not be used for business or commercial purposes and each Lot owner and/or Members shall indemnify the Declarant or any Homebuilder from any and all claims or causes of action arising out of such prohibited business or commercial use of the Lots and/or Townhouse Units.

8.14 Structures. No Structure may be erected or maintained on any Lot in violation of Article Eight above, requiring approval of the Declarant or the Architectural Committee.

8.15 Model Homes. Anything contained in this Article to the contrary notwithstanding, any Lot may be used by Declarant or any Homebuilder for model home purposes or for the maintenance of a real estate office during the Redevelopment Period. A Homebuilder shall be entitled to conduct on any Lot all activities normally associated with and convenient to the development of Lots within the Property, and the construction and sale of a house thereon.

8.16 Interpretations and Exculpation of Liability. Declarant or the Architectural Committee will be the interpreter of the provisions of this Declaration with respect to all matters involving aesthetics. Its decisions in such matters shall be final if consistent with the intent of this Declaration. In any and all events, neither Declarant nor the Architectural Committee will be liable for any decisions, action or inaction taken pursuant to this Article Eight, including, but not limited to any matters concerning aesthetics and/or the administration, interpretation, application and enforcement of the provisions of this Article Eight.

ARTICLE NINE

Rules and Rental Restrictions

9.1 Rules. In order to assure the peaceful and orderly use and enjoyment of the Property, the Board of Directors of the Association may from time to time adopt, modify and revoke, in whole or in part, such reasonable rules and regulations, to apply equally to all similarly situated Lots and Owners, governing the conduct of persons on or use of Lots and the Common Areas, as the Association may deem necessary. All such rules shall be binding upon all Owners, occupants and visitors to the Property. The Association may impose a fine, suspend voting rights, or infringe upon any other rights of an Owner or other occupant for violation of the rules, upon compliance with applicable law, if any, and this Declaration.

9.2 Rental Restrictions. Every lease or rental agreement for a Lot and the improvements thereon shall be for a term of not less than twelve (12) months and shall provide that the tenant under the lease shall be subject to and shall comply with the provisions of this Declaration, the Bylaws and Rules and Regulations of the Association, as the same may be amended from time to time.

ARTICLE TEN

Annexation

10.1 Additional Property. Additional residential Lots and/or Common Areas may be annexed to the Property with the consent of two-thirds (2/3) of each class of Members.

10.2 Annexation by Declarant. Additional real property consisting of the apartment project known as Southern Avenue Apartments and referred to as Federal Housing Administration Project No. 000-44053 may be annexed to the Property and made residential Lots and/or Common Areas of the Property by Declarant without the consent of other members from time to time within five (5) years of the date this Declaration is recorded among the Land Records of the District of Columbia aforesaid. Provided, however, that so long as the Redevelopment Documents are in effect, any annexation shall be made only if approved by HUD, if so required. Further provided that if the Veterans Administration or the Federal Housing Administration or any successor agency approves the Property or any part thereof or any Lot therein for federally approved mortgage financing purposes, thereafter any annexation shall be made only if the Federal Housing Administration and/or the Veterans Administration determine that the annexation is in accord with the general plan theretofore approved by them.

10.3 Recording. Any annexation made to the Property pursuant to paragraph 10.1 above, shall be done and become effective upon recording of an amendment to this Declaration by the Association among the Land Records of the District of Columbia aforesaid, specifying the additional land to be annexed to the Property; and any annexation made to the Property hereunder pursuant to paragraph 10.2 above shall become effective upon recording of an Amendment to this Declaration by Declarant among the Land Records of the District of Columbia County aforesaid specifying the additional land to be annexed to the Property.

ARTICLE ELEVEN

Party Walls

11.1 General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Lots and placed on the dividing line between the Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

11.2 Sharing and Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Declarants who make use of the wall in proportion to such use.

11.3 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owner thereafter makes use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such

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Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omission.

11.4 Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his or her negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

11.5 Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

ARTICLE TWELVE

Force Majeure

12.1 Whenever herein a time period is provided for the Declarant, a Homebuilder or a Class B Member to do or perform, or within which the Declarant, a Homebuilder or Class B Member may do or perform any act or thing, including, but not limited to, the time of the Redevelopment Period as defined in paragraph 1.15 above, in the event the Declarant, Homebuilder or Class B Member is delayed or hindered in or prevented from doing or performing such act or thing by reason of strikes, labor troubles, inability to procure labor or materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, acts of God, fire, or other casualty or reason of a similar or dissimilar nature beyond the reasonable control of the Declarant, Homebuilder or Class B Member, then performance of such act or thing shall be excused for the period of the delay and the period for the performance of such act or thing shall be extended for a period equivalent to the period of such delay. In no event shall the extensions of time permitted herein extend beyond twenty (20) years from the date hereof.

ARTICLE THIRTEEN

General Provisions

13.1 Enforcement. The Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

13.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

13.3 Amendment.

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13.3.1 The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. Subject to paragraph 13.3.2 below, this Declaration may be amended by an instrument signed by no less than seventy-five (75%) percent of each class of Members who are entitled to vote at a meeting of Members. Any amendment must be recorded.

13.3.2 Until the conclusion of the Redevelopment Period of the Property, no amendment may alter or affect any rights granted hereunder to the Declarant, a Class B Member or a Homebuilder without the prior written consent of the Declarant, the Class B Member and the Homebuilder. Notwithstanding the foregoing, no amendment affecting assessments, any property right, the right of any Owner to have, use or enjoy any easement or to use and enjoy the Common Area, or the vested right of any party secured by a mortgage or deed of trust shall be valid or of any effect unless such amendment has been approved in writing by such party having such right or interest.

13.3.3 Anything set forth in Sections 13.3.1 or 13.3.2 above to the contrary notwithstanding, the Declarant shall have the absolute unilateral right, power and authority to amend, modify, revise or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented. This unilateral right, power and authority of the Declarant may be exercised only if either HUD shall require such action for compliance with the Redevelopment Documents, or if the Veterans Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the Property or any part thereof or of any Lot thereof, for federally approved mortgage financing proposed under applicable Veterans Administration, Federal Housing Administration or similar programs. If, upon the application of Declarant, the Veterans Administration or the Federal Housing Administration or any successor agency approves the Property or any part thereof or any Lot thereon for federally approved mortgage financing purposes, thereafter any amendments to the Declaration made during any period of time when there are Class B Members shall also require the prior consent of the agency giving such approval.

13.4 Notices. All notices required or provided for in this Declaration shall be in writing and hand delivered or sent by United States mail. If hand delivered, the notices shall be sent to the addresses shown below and shall be deemed to have been given on the date hand delivered to the address of the party to whom the Notice is sent. If United States Postal Service is used, the notices shall be sent to the addresses shown below, certified or registered mail, return receipt requested, postage prepaid, and shall be deemed to have been given on the date deposited in the United States mails. Notice shall be addressed as follows:

To Declarant:

CEMI-Ridgecrest, Inc.
c/o Crawford-Edgewood Managers, Inc.
916 Pennsylvania Avenue, SE
Washington, D.C. 20003

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To the Association:

To the Resident Agent of the Association at his/her address

To Owner/Members:

To the last known address of Owner/Member as shown on the records of the Association at the time of such mailing, and if there is no such address, then to the Lot of such Owner/ Member.

Any person shall have the right to designate a different address for the receipt of notices other than set forth above, provided the person's new address is contained in a written notice given to the Declarant during the Redevelopment Period and to the Association.

13.5 Right of Entry. Violation or breach of any provision herein contained shall give Declarant or the Association, to the extent that any of them may have a right of enforcement thereover, their respective agents, legal representatives, heirs, successors and assigns, in addition to all other remedies, the right (but not the obligation), after five (5) days notice to the Declarant of the Lot, to apply to a court of competent jurisdiction for an order granting the Declarant or the Association the right to enter upon the Lot or the land as to which such violation or breach exists, and to abate and remove, at the expense of the Declarant thereof, any Structure or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof; and the said parties shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal, except that if any agent of Declarant or the Association shall be responsible for actually committing a trespass by behavior going beyond the intent of the authority conferred by this Section, in such event neither Declarant nor the Association shall be responsible for the unauthorized acts of such agent(s). Nothing herein contained shall be deemed to affect or limit the rights of the Declarants of the Lots when entitled to do so, to enforce the covenants by appropriate juridical proceedings.

13.6 No Reverter or Condition Subsequent. No provision herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

13.7 Remedies. Damages may not be deemed adequate compensation for any breach or violation for any provision hereof, so that any person or entity entitled to enforce any provision hereof shall be entitled to relief by way of injunction as well as any other available relief either at law or in equity.

13.8 Headings. The headings or titles herein are for convenience of reference only and shall not affect the meaning or interpretation of the contents of this Declaration.

13.9 FHA/VA Approval. If the Declarant applies for approval of the Federal Housing Administration or the Veterans Administration for mortgage financing, then in that event so long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Condition and Restrictions.

IN WITNESS WHEREOF, CEMI-Ridgecrest, Inc., a District of Columbia nonprofit corporation, has caused these presents to be signed by H.R. Crawford, its President,

attested by Angela S. Smith, its Secretary, and has appointed said H.R. Crawford its attorney-in-fact, the same to acknowledge and deliver according to law as of the day and year first above written.

ATTEST:

CEMI-RIDGECREST, INC., a
District of Columbia non-profit corporation

By: Angela S. Smith
Secretary

By: H.R. Crawford
H.R. Crawford, President

[NO SEAL]

DISTRICT OF COLUMBIA, ss: to wit:

I, Matthew Renee Sheppard, a Notary Public in and for the District of Columbia, do hereby certify that H.R. Crawford, who is named as attorney-in-fact for CEMI-RIDGECREST, INC., the corporate party to the foregoing and annexed Declaration, bearing date 17 date of October, 1998, personally appeared before me in said District; the said H.R. Crawford, being personally well known to me (or satisfactorily proven) as the person named as attorney-in-fact in said Declaration for CEMI-RIDGECREST, INC., and acknowledged said Declaration to be the act and deed of the said corporation, and that he delivered the same as such.

GIVEN under my hand and seal this 17 day of October, 1998.

Matthew Renee Sheppard
Notary Public

WASHINGTON DC
EXPIRATION DATE 10/14/2002

My Commission Expires: 11/14/98

[NOTARIAL SEAL]

DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS

Exhibit A

Legal Description of Property


Lot numbered One Hundred Twenty-five (125) in Square numbered Sixty-one Hundred Fifty-nine (6159), in a subdivision made by William H. Savage, and others, as per plat recorded in Liber 147 at Folio 166 in the Office of the Surveyor for the District of Columbia.

**DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS**

Exhibit B

Plat of Computation to Show Theoretical Sites

ARTICLES OF INCORPORATION
OF
WALTER E. WASHINGTON ESTATES, INC.

FILED
SEP 23 1997
BY: 

We, the undersigned natural persons of the age of eighteen years or more, acting as Incorporators of a corporation under the NON-PROFIT CORPORATION ACT (D.C. Code, 1981 Edition, Title 29, Chapter 5), (the "Act") adopt the following Articles of Incorporation:

FIRST: The name of the corporation (the "Corporation") is:
WALTER E. WASHINGTON ESTATES, INC.

SECOND: The period of the duration of the Corporation is perpetual.

THIRD: The purpose of the corporation is to act as a Homeowner's Association in order to possess the ability to own and convey real property.

FOURTH: The Corporation is to have two classes of Members.

FIFTH: The Corporation is to be divided into Class A Members and Class B Members who shall be admitted by the Directors named herein at the organizational meeting of the Board of Directors.

The Class A Members and Class B Members shall have the same voting powers, to wit: one vote for each Member, subject, however, to the following limitations:

- 1) The Class A Members shall have the sole right to vote for and elect two-thirds of the Directors of the Corporation who shall be known as Class A Directors and to remove any Class A Director(s) with or without cause at any time and to fill all vacancies of all Class A Directors.
- 2) The Class B Members shall have the sole right to vote for and elect one-third of the Directors of the Corporation who shall be known as the Class B Director(s) and to remove any Class B Director(s) with or without cause at any time and to fill all vacancies of any Class B Director(s).

SIXTH: The initial number of Directors of the Corporation shall be three (3). Such number may not be decreased below three (3) and shall not be increased except with the prior approval of a majority of the Class A Members. The number of Directors shall always be a multiple of three with two-thirds of the Directors being elected by Class A Members and one-third of the Directors being elected by Class B Members.

SEVENTH: The provisions for the regulation of the internal affairs of the corporation, including the provision for the distribution of assets in the case of dissolution or final liquidation are in the bylaws.

EIGHTH: In pursuit of the foregoing purpose, the Corporation shall have all of the specific, general and incidental powers granted to it under the general laws of the District of Columbia, including but not limited to, the power to acquire, own, finance, rehabilitate, expand, lease, operate, maintain and dispose of real and personal property, and the Corporation is empowered to do all and everything necessary, suitable and proper for the accomplishment, attainment or furtherance of its purpose.

NINTH: The property, activities, and affairs of the Corporation shall be managed and controlled by a Board of Directors who shall have the sole voting power and all of the authority of the Corporation to take any action permitted under the general laws of the District of Columbia, more specifically, the Non-Profit Corporation Act (D.C. Code, Title 29, Chapter 5).

TENTH: The address of the initial registered office is:

916 Pennsylvania Avenue, S.E.
Washington, D.C. 20003

and the name of the initial registered agent at such address is:

H.R. Crawford.

Said registered agent is a District of Columbia resident whose business address is identical with the registered office.

ELEVENTH: The names and addresses of the initial Directors who shall act until the first annual meeting or until their successors are duly chosen and qualified are:

H.R. Crawford

916 Pennsylvania Avenue, S.E.
Washington D.C. 20003

Asa Ewing

916 Pennsylvania Avenue, S.E.
Washington D.C. 20003

Florence Smith

800 Bellevue Street, S.E., #402
Washington, D.C.

TWELFTH: The names and addresses of each incorporator are as follows::

H.R. Crawford	916 Pennsylvania Avenue, S.E. Washington D.C. 20003
Asa Ewing	916 Pennsylvania Avenue, S.E. Washington D.C. 20003
Florence Smith	800 Bellevue Street, S.E., #402 Washington, D.C.

THIRTEENTH: The Corporation shall have the following Officers:

- 1) President;
- 2) Secretary;
- 3) Treasurer; and,
- 4) such other Officers including Vice Presidents, Assistant Secretaries, and Assistant Treasurers as may be specified by the Board of Directors.

The Officers shall be elected by the Board of Directors for a one-year term at the annual meeting of the Board of Directors nearest the expiration of the term of office of the Officers, and the Officers shall serve until their successors have been duly elected and have qualified. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. Any Officers may be removed by the Board of Directors with or without cause.

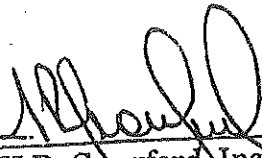
FOURTEENTH: The Corporation shall indemnify any Director or Officer or former Director or Officer or the Corporation against expenses actually and necessarily incurred by him or her in connection with the defense of any action, suit or proceeding in which he or she is made a party by reason of being or having been such an Officer or Director, except in relation to matters as to which he or she shall be adjudged in such action, suit or proceeding to be liable for negligence for misconduct in the performance of such a duty. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which such Director or Officer may be entitled under any Bylaws, agreement, vote of the Board of Directors, or otherwise.

FIFTEENTH: These Articles of Incorporation and the Bylaws of the Corporation may only be altered, amended, repealed, or re-stated by an affirmative vote of a majority of all Directors entitled to vote in respect thereof, and all rights conferred upon Members herein are granted subject to this reservation.

22nd IN WITNESS WHEREOF, we have signed these Articles of Incorporation on the
day of Sept., 1997, and acknowledge the same to be our act and deed.


Address:

916 Pennsylvania Avenue, S.E.
Washington, D.C. 20003



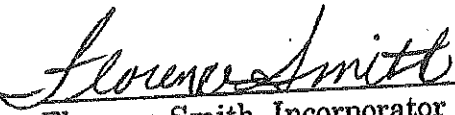
H.R. Crawford, Incorporator

916 Pennsylvania Avenue, S.E.
Washington, D.C. 20003



Asa Ewing, Incorporator

800 Bellevue Street, S.E., #402
Washington; D.C. 20032



Florence Smith, Incorporator

District of Columbia, to wit:

Before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared on this 22nd day of Sept., 1997, personally well known (or satisfactorily proven) to me to be the persons whose names are subscribed to the foregoing and annexed Instrument who, being by me first duly sworn, did depose and state that they are the Incorporators of Walter E. Washington Estates, Inc., a District of Columbia non-profit corporation, which entity is a party to the foregoing and annexed Instrument, and that they, being duly authorized so to do, executed said Instrument on behalf of said entity as its free act and deed for the uses and purposes therein contained.

WITNESS my hand and official seal this 22nd day of Sept., 1997.


Notary Public

[Notarial Seal]

My Commission Expires:

MILLIE M. HOPES
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires April 30, 1999