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DECLARATION
FOR
KALORAMA PLACE, A CONDOMINIUM

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EXHIBITS

- Exhibit "A" - Legal Description
- Exhibit "B" - Common Element Interest Table
- Exhibit "C" - Plats
- Exhibit "D" - Plans
- Exhibit "E" - Description of the Additional Land

DECLARATION

FOR

KALORAMA PLACE, A CONDOMINIUM

ARTICLE 1CREATION; DEFINED TERMS

Section 1.1. Creation of the Condominium. Pursuant to the provisions of Chapter 18 of Title 45 of the District of Columbia Code, as amended ("Act"), Kalorama Place Limited Partnership, a District of Columbia limited partnership ("Declarant") hereby creates a condominium comprised of the land described in Exhibit "A" attached hereto and made a part hereof, located within the District of Columbia ("Land"), all improvements thereto, all easements, rights and appurtenances belonging thereto and all articles of personal property intended for use in connection therewith (collectively, the "Property"). The Property is shown on the condominium plats and plans in the Office of the Surveyor of the District of Columbia in Condominium Book 42 at Page 2.

Section 1.2. Defined Terms. Except as otherwise defined herein or in Section 1.3 of the Bylaws of the Condominium, all terms used in the Condominium instruments shall have the meanings specified in Section 45-1802 of the Act.

Section 1.3. Name and Address of Condominium. The name of the condominium is "Kalorama Place, A Condominium" ("Condominium"). The address of the Condominium is 20th Street and Belmont Road, N.W., Washington, D.C.

ARTICLE 2BUILDINGS ON THE LAND; UNIT BOUNDARIES

Section 2.1. Location and Dimensions of Buildings. The location and dimensions of the buildings on the Land are depicted on the "Plats" attached hereto and made a part hereof as Exhibit "C".

Section 2.2. Units. The location of units and their dimensions are shown on the "Plans" attached hereto and made a part hereof as Exhibit "D". The Common Element Interest Table attached hereto and made a part hereof as Exhibit "B" is a list of all units, their identifying numbers, and the Common Element Interest appurtenant to each unit determined on the basis of par value. The "par value" of each unit is the number of points assigned by the Declarant based upon the relative size of the unit and unit type.

Section 2.3. Unit Boundaries.

(a) The Plats and Plans show the location and dimensions of the Residential Units. Each Residential Unit is measured from the top surface of the concrete floor slab or wood structural subfloor system, as the case may be, to the back of the drywall on the underside of the concrete ceiling, dropped ceiling, inclined ceiling, or wood structural subfloor system, as the case may be. The vertical (perimetric) boundaries of each Residential Unit are the vertical planes which include the back surface of the wallboard or other finished surface of all walls bounding the Residential Unit extended to intersect with each other and with the upper and lower boundaries as described in the immediately preceding sentence. Any interior stairways and the floor(s) between the lower and upper level(s) within a Residential Unit shall be deemed part of such Residential Unit.

(b) The Plats and Plans show the location and dimensions of the Parking Units. Each Parking Unit shall consist of a three-dimensional area, as described below and shown on the Plats and Plans. The lower boundary of a Garage Parking Unit is a horizontal or inclined plane (or planes), the elevation of which coincides with the elevation of the top surface of the concrete floor thereof, extended to intersect the lateral or perimetrical boundaries thereof. The upper boundary of any such Garage Parking Unit is a horizontal or inclined plane (or planes), the elevation of which coincides with the lower surface of the unfinished concrete slab or wood structural ceiling system thereof (as the case may be), extended to intersect the lateral or perimetrical boundaries thereof. The boundaries of any Garage Parking Unit shall include any closet area located within such boundaries. The lower boundary of an Underground Parking Unit is a horizontal or inclined plane (or planes), the elevation of which coincides with the elevation of the top surface of the concrete floor thereof, extended to intersect the lateral or perimetrical boundaries thereof. The upper boundary of any such Underground Parking Unit is seven (7) feet above the lower boundary of such Underground Parking Unit. The lateral or perimetrical boundaries of a Parking Unit (including both a Garage Parking Unit and an Underground Parking Unit) is a vertical plane (or planes) which coincide with (i) the midpoints of each line designating the four sides of such Parking Unit (or, if there is no line at the curb, then from the base of the curb, and if there is no line parallel to the curb, then the imaginary line that connects the two boundary lines of the Parking Unit), (ii) the vertical plane which intersects perpendicularly with the end of the side boundaries as shown on the Plats and Plans, and (iii) the unfinished surfaces of the perimeter wall or walls thereof, all extended to intersect the upper and lower horizontal boundaries thereof and to intersect the other lateral or perimetrical boundary of the Parking Unit, all as such lateral or perimetrical boundaries may be further shown on the Plats and Plans.

(c) Notwithstanding subsection (a) of this Section 2.3, the Residential Unit includes the heating and air-conditioning apparatus serving only that Residential Unit (whether or not located within the Residential Unit boundaries). Any portion of a utility system serving only one Residential Unit (other than the heating and air-conditioning apparatus) which is located outside the Residential Unit is a limited common element appurtenant to that Residential Unit. Any portion of a utility system or other apparatus serving more than one Residential Unit (e.g., pipes, conduits, ducts) which is located partially within and partially outside the Residential Unit is part of the common elements. Notwithstanding subsection (b) of this Section 2.3, any portion of a utility system serving more than one unit (e.g., pipes, conduits, ducts) which is located within any Parking Unit is part of the common elements. Fireplaces shall be considered part of the Residential Unit; however, the chimneys, flues or ducts from such fireplaces shall be deemed general common elements. Roof decks are deemed limited common elements appurtenant to the Residential Units which they serve.

Section 2.4. Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the common elements and the units by virtue of the boundary descriptions set forth in Sections 2.3(a), (b) and (c) above, the provisions of the Bylaws shall govern the division of maintenance and repair responsibilities between the unit owner and the Association.

Section 2.5. Relocation of Unit Boundaries and Subdivision of Units. Relocation of boundaries between units and subdivision of units is permitted subject to compliance with District of Columbia law, as well as the provisions therefor in Sections 5.7 and 8.5 of the Bylaws and in Sections 45-1835 and 45-1836 of the Act.

ARTICLE 3

COMMON ELEMENTS

Section 3.1. General Common Elements. The general common elements consist of all of the Condominium, other than the units and the limited common elements. Unless otherwise designated on the Plats and Plans, the general common elements include, without limitation, the Land, the air space around, above and within the Condominium (other than the air space within units and limited common elements), the supporting structures of the building, the roof (other than roof decks), exterior walls, portions of the utility systems serving the common elements or more than one unit, the doors to the Garage Parking Units, the lead walks, sidewalks and driveways, the hallways and stairways (other than hallways and stairways within units) and the chimneys, flues and ducts from the fireplaces.

Section 3.2. Limited Common Elements.

(a) The locations of the limited common elements to which each unit has direct access are shown on the Plats and Plans. Pursuant to Section 45-1816(5) of the Act, a terrace, balcony or roof deck, if any, shown adjacent to a Residential Unit is a limited common element appurtenant to that Residential Unit.

(b) Expenses incurred by the Unit Owners Association in connection with the Parking Units, the structure encompassing the Parking Units (except the portions thereof corresponding to such Parking Units), and the components or installations of any central services or utilities servicing such Parking Units shall, in accordance with Section 5.1(c) of the Bylaws, be assessed against the Parking Unit Owners.

Section 3.3. Reserved Common Elements. The Board of Directors shall have the power in its discretion from time to time to grant revocable licenses in general common elements designated by the Board of Directors pursuant to a Board restriction to the Association or to any unit owner(s) and to establish a reasonable charge to such unit owner(s) for the use and maintenance thereof. The general common elements or portions thereof so designated shall be referred to as reserved common elements. Such designation by the Board shall not be construed as a sale or disposition of the general common elements.

Section 3.4. Alteration of Common Elements by the Declarant. The Declarant reserves the right to modify, alter, remove or improve any portion of the common elements, including without limitation, any equipment, fixtures and appurtenances, when in the Declarant's judgment it is necessary or desirable to do so. Such alterations shall not be subject to approval of the Board of Directors or the Covenants Committee established by the Bylaws.

ARTICLE 4

EASEMENTS

In addition to the easements created by Sections 45-1826, 45-1831 and 45-1832 of the Act, the following easements are hereby reserved or granted.

Section 4.1. Easement for Improvements and to Facilitate Sales or Leasing of Units.

(a) All units and the common elements shall be subject to an easement in favor of the Declarant pursuant to Sections 45-1831 and 45-1832 of the Act. In particular, the Declarant shall have an easement over and on the common elements for the purpose of making improvements on the Property and the "Additional Land" [hereafter defined in Section 8.2(a)], and for the purpose of doing all things reasonably necessary and proper in connection therewith.

Further, the Declarant reserves the right to transact any business on the Property and use the common elements and any units owned or leased by the Declarant as models, management offices, sales offices, customer service offices or other purposes necessary or desirable to consummate sales or rentals of units, including, but not limited to, the right to maintain employees in the models, management offices, sales or rental offices and customer service offices, and to show units for sale or rent. The Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant. The models, management offices, sales or rental offices and customer service offices, the furniture and furnishings contained therein, any signs and all items pertaining to sales, management, or rentals of units by the Declarant shall not be considered common elements but shall remain the property of the Declarant. The right to consummate sales or rentals of units and to maintain and start a management office shall extend to any managing agent employed by the nominees or designees of the Declarant. Such models, sales, rental, management or customer service offices may also be utilized for the sale, rental or management of other units in the area.

(b) In furtherance of the rights granted Declarant in this Section 4.1, no act of omission or commission shall be taken by any unit owner, or the Unit Owners Association, which, in the sole discretion of the Declarant, would directly or indirectly infringe upon the Declarant's ability to sell or rent units or to provide services to customers, including, without limitation, altering the design, location or appearance of any of the common elements, failing to maintain any portion of the Condominium in accordance with sound property management standards or otherwise detracting from the aesthetic nature of the Condominium established by the Declarant.

Section 4.2. Easement for Access and Support.

(a) The Declarant reserves in favor of the Declarant, the managing agent and/or any other person authorized by the Unit Owners Association or the Board of Directors the right of access to any unit as provided in Section 45-1847 of the Act and Section 5.9 of the Bylaws. In case of emergency, such entry shall be immediate whether or not the unit owner is present at the time. Further, until the expiration of the warranty period, such entry shall be permitted to perform warranty-related work (for the benefit of the unit being entered, other units or the common elements) whether or not the unit owner consents or is present at the time.

(b) The owner of any Residential Unit which contains a roof deck (as shown on the Plats and Plans) hereby grants an easement to the Unit Owners Association and its agents, employees

and contractors, including the Declarant and the management agent, for access through such unit to any utilities, or any mechanical, electrical, heating or other equipment located on the roof deck for the purposes of maintaining, repairing and replacing such utilities or equipment or any portion thereof. The Board of Directors, on behalf of the Unit Owners Association, its agents, employees and contractors, shall provide reasonable notice to the Residential Unit Owner affected prior to the exercise of such easement; however, such right of entry shall be immediate in case of an emergency. The Unit Owners Association shall also be liable for any damage(s) or injury(ies) caused by the exercise of such easements, and shall indemnify and hold the Residential Unit Owner harmless from and against any and all loss, damage, liability or injury incurred or suffered by the Residential Unit Owner caused by the Unit Owners Association's exercise of such easement. The Residential Unit Owner shall not place any locks on any exit doors or other obstructions within the Residential Unit or on the roof deck which, in any manner, would interfere with the exercise of such easement.

(c) Each Parking Unit Owner hereby grants an easement to the Unit Owners Association and its agents, employees and contractors, including the Declarant and the managing agent, for access to and from such Parking Unit for the purposes of maintaining and repairing such Parking Unit, other Parking Units and any common elements.

(d) The owner of any Parking Unit which contains a closet area hereby grants an easement for access to the Unit Owners Association and its agents, employees and contractors, including the Declarant and the managing agent. The owner of a Parking Unit shall not park his or her vehicles in such Parking Unit in a manner which unreasonably interferes with access to any closet area.

(e) To the extent reasonable or if emergency means of ingress and egress are not otherwise available through the general common elements, the limited common elements shall be subject to an easement for the benefit of the unit owners for ingress and egress to and from their respective units within the Condominium.

(f) The common elements are subject to easements in favor of the unit owners for the purpose of:

(1) to the extent permitted by law, subject to reasonable rules and regulations established by the Board of Directors from time to time, if any portion of the Condominium now or hereafter contains paved general or limited common elements, then for ingress, egress for pedestrians and vehicles and parking of the passenger motor vehicles of the unit owners (unless designated as Parking Units or otherwise assigned for the exclusive use of certain unit owners) and their guests, lessees and invitees (including temporary use by delivery trucks); and

(2) if any portion of the Condominium now or hereafter contains sidewalks or pathways, then for pedestrian movement of the unit owners and their guests, lessees, and invitees; and

(3) if access to such areas is required by any unit owner and its lessees and guests, for ingress and egress to and from his unit or to and from the Condominium and a street or road, then for pedestrian and vehicular ingress and egress over and through any Parking Unit; and

(g) The units and common elements are subject to easements in favor of the unit owners, the Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be reasonably necessary or desirable to serve any portion of the Property. The easements created in this Section 4.2(g) shall include, without limitation, rights of the unit owners (including the Board of Directors), or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace any and all utilities serving the Condominium, including, but not limited to, gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment, over, under, through, along and on the common elements and units.

(h) The Board of Directors and the Declarant shall have the right to create an easement, on, over and under the common elements for the purpose of maintaining and correcting drainage of surface water and in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section 4.2(h) expressly includes the right to cut or remove any vegetation, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which the Board of Directors or the Declarant (whichever is applicable) shall restore the affected common elements as closely to their original condition as practicable.

(i) There is hereby reserved unto the Declarant (and its successors and assigns to whom such easement has been specifically assigned in writing), for the benefit of the real property described in Exhibit "E" attached hereto and made a part hereof, a blanket easement upon, across, and under all of the common elements for ingress, egress, installation, replacement, repair and maintenance of all utilities, including, but not limited to, water, sewer, drainage, gas, cable television, telephones and electricity, and further including the right to connect to and use any such utilities which may exist or be located upon the Property from time to time. By virtue of this easement, it shall be expressly permissible to erect and maintain the necessary poles and other equipment on the Property, to affix and maintain electrical or telephone wires and conduits, sewer and water drainage lines, on, above, or below any portion of the Property, including any

improvements constructed thereon and to have construction vehicles, equipment and the like exercise the aforesaid right of ingress and egress over the Property. There is further reserved unto the Declarant (and its successors and assigns to whom such right has been specifically assigned in writing), the right to grant specific easements, both temporary and permanent, to any person or entity, including all public authorities and utility companies, over any part of the Property in furtherance of the blanket easement created by this subsection (i).

Section 4.3. Covenants Run With Land. All easements, rights and restrictions described herein are easements appurtenant to and running with the Property and shall continue in full force and effect until the termination of this Declaration as it may be amended from time to time.

Section 4.4. Covenant Against Partition. The common elements, both general and limited, shall remain undivided and, except as otherwise provided herein and in the Act, shall remain appurtenant to the designated unit(s). No unit owner or any other person shall bring any action for partition or division thereof except as may be provided for herein and in the Act.

Section 4.5. Declarant's Right to Grant and Reserve Easements. The Declarant shall have the right to grant and reserve easements and rights-of-way through, under, over and across the Property for construction purposes, to facilitate the development of the Property, any Additional Land or any other adjoining property, and for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone, television reception (including cable television) and other utilities. This right shall continue until the Declarant has conveyed to unit owners other than the Declarant all of the units in the Condominium.

Section 4.6. Association's Right to Grant Easements. Except to the extent prohibited by the Condominium instruments, and subject to any restrictions and limitations specified therein, the Board of Directors shall have the irrevocable power as attorney-in-fact on behalf of all the unit owners and their successors in title to grant easements through the common elements and accept easements benefitting the Condominium or any part thereof.

ARTICLE 5

AMENDMENT TO CONDOMINIUM INSTRUMENTS OR TERMINATION OF THE CONDOMINIUM; REQUIRED CONSENT

This Declaration may be amended only in accordance with the Act and the Condominium instruments. Except as otherwise provided herein, no amendment of the Declaration or termination of the Condominium may be made without the prior written approval of the required percentage of Mortgagees where such approval is provided

for in Section 8.5 of the Bylaws or where such approval is required elsewhere in the Condominium instruments or by the Act. No amendment to the Condominium instruments shall diminish or impair the rights of the Declarant under the Condominium instruments without the prior written consent of the Declarant. No amendment may modify this Article or the rights of any person hereunder. Except as specifically provided in the Condominium instruments, no provision of the Condominium instruments shall be construed to grant to any unit owner, or to any other person, any priority over any rights of Mortgagees. Further, during the Declarant Control Period, any amendment of this Declaration or the Bylaws must receive the prior written consent of the VA if any unit is subject to a mortgage guaranteed by the VA. Notwithstanding anything contained herein or in the Bylaws to the contrary, within five (5) years after the recordation of a Condominium instrument, the Declarant, pursuant to Section 45-1837(f) of the Act, shall have the unilateral right to execute and record a corrective amendment or supplement to any such Condominium instruments to:

(a) correct a mathematical mistake, an inconsistency, or a scrivener's error; or

(b) clarify an ambiguity in the Condominium instruments with respect to an objectively verifiable fact, including without limitation recalculating the undivided interest in the Common Elements, the liability for common expenses or right to surplus funds, or the number of votes in the unit owners' association that pertain to a unit. An amendment or supplement pursuant to the preceding sentence may not materially reduce what the obligations of the Declarant would have been if the mistake, inconsistency, error, or ambiguity had not occurred.

ARTICLE 6

RIGHT TO LEASE OR SELL UNITS

The Declarant shall own in fee simple each unit to which legal title is not conveyed or otherwise transferred to another person. The Declarant shall have the right to sell or lease any units which it retains title and to use such units for any lawful purpose. Further, the Declarant shall have the right to sell or lease Parking Units to persons or entities who are not Residential Unit Owners and to limit to one the number of Parking Units that purchaser of a Parking Unit may buy. The Declarant retains the right to enter into leases with any persons for the occupancy of any of the units owned by the Declarant and such leases shall not be required to comply with the requirements of the Condominium instruments.

ARTICLE 7

SPECIAL DECLARANT RIGHTS; TRANSFER

Section 7.1. Special Declarant Rights. Special declarant rights are those rights reserved for the benefit of the Declarant as provided for in the Act and the Condominium instruments, and shall include, without limitation, the following rights: (a) to complete improvements indicated on the Plats and Plans filed with the Declaration; (b) to expand an expandable condominium; (c) to contract a contractible condominium; (d) to maintain sales offices, management offices, model units, customer service offices and signs advertising the Condominium within the Condominium; (e) to use easements through the common elements and the units for the purpose of making improvements or performing repairs within the Condominium or any expandable land; and (f) to elect, appoint or remove any Officer of the Unit Owners Association or any director during the Declarant Control Period.

Section 7.2. Transfer of Special Declarant Rights.

(a) The Declarant may, but shall not be obligated to, transfer special declarant rights created or reserved under the Act or provided for in the Condominium instruments. Any such transfer shall be by an instrument evidencing the transfer recorded in the land records where the Condominium instruments are recorded. The instrument is not effective unless executed by the transferor and transferee.

(b) Upon transfer of any special declarant right, the liability of a transferor declarant is as follows:

(1) A transferor is not relieved of any obligation or liability arising before the transfer and remains liable for any warranty obligations imposed upon the transferor declarant by the Act. Lack of privity (direct contractual relationship) does not deprive any unit owner of standing to maintain an action to enforce any obligation of the transferor.

(2) If the successor to any special declarant right is an "affiliate of a declarant" (hereinafter defined), the transferor is jointly and severally liable with the successor for any obligation or liability of the successor which relates to the Condominium. For purposes of this Section 7.2, the phrase "affiliate of a declarant" shall mean the same as set forth in Section 45-1802 of the Act.

(3) If a transferor retains any special declarant rights, and transfers other special declarant rights to a successor who is not an affiliate of the declarant, the transferor is liable for any obligations or liabilities imposed on a declarant by the Act or by the Condominium instruments that relate to the retained special declarant rights and that arise after the transfer.

(4) A transferor has no liability for any act or omission, or any breach of a contractual or warranty obligation arising from the exercise of a special declarant right by a successor declarant who is not an affiliate of the transferor.

(c) Unless otherwise provided in the Mortgage, in case of foreclosure of the Mortgage (or deed in lieu of foreclosure), tax sale, judicial sale, sale by a trustee under a deed of trust, or sale under the bankruptcy or receivership proceedings of any units owned by a declarant in the Condominium or real estate in the Condominium subject to "development rights" (hereinafter defined), a person acquiring title to all the real estate being foreclosed or sold, but only upon his or her request, succeeds to all special declarant rights related to the real estate held by the declarant, or to any rights reserved in the Condominium instruments to maintain models, sales offices, management offices, customer service offices and advertising signs. The judgment or instrument conveying title shall provide for transfer of only the special declarant rights requested. For purposes of this subsection, the term "development rights" means any right or combination of rights to expand an expandable condominium, contract a contractible condominium, convert convertible land, or convert convertible space.

(d) Upon foreclosure (or deed in lieu of foreclosure), tax sale, judicial sale, sale by a trustee under a deed of trust, or sale under the bankruptcy or receivership proceedings of all units in a Condominium owned by a declarant and other real estate in the Condominium owned by a declarant: (1) the declarant ceases to have any special declarant rights, and (2) the Declarant Control Period terminates unless the judgment or instrument conveying title provides for transfer of all special declarant rights held by that declarant to a successor declarant.

(e) The liabilities or obligations of persons who succeed to special declarant rights are as follows:

(1) A successor to any special declarant right who is an affiliate of a declarant is subject to any obligations or liabilities imposed on the transferor by the Act or by the Condominium instruments.

(2) A successor to any special declarant right, other than a successor described in paragraphs (3) or (4) of this subsection, who is not an affiliate of the declarant, is subject to any obligations or liabilities imposed by the Act or the Condominium instruments: (A) on a declarant which relate to such declarant's exercise or non-exercise of special declarant rights; or (B) on the transferor, other than: (i) misrepresentations by any previous declarant; (ii) warranty obligations on improvements made by any previous declarant, or made before the Condominium was created; (iii) breach of fiduciary obligation by previous declarant or such declarant's appointees to the Board of Directors; or (iv) any liability or obligation imposed on the transferor as a result of the transferor's acts or omissions after the transfer.

(3) A successor who is not an affiliate of a declarant and whose sole right is a reservation to maintain models, sales offices, management offices, customer service offices and

advertising signs, may not exercise any other special declarant right, and is not subject to any liability or obligation as a declarant, except a liability or obligation arising with respect to the registration and offering requirements of the Act which relate to disposition by the successors.

(4) If the transferor is not an affiliate of the successor to special declarant rights and the successor succeeded to all the special declarant rights pursuant to a deed in lieu of foreclosure or a judgment or instrument conveying title to units under subsection (c) above, the successor may declare the intention in a recorded instrument to hold those rights solely for transfer to another person. Until the successor transfers all special declarant rights to any person acquiring title to any unit owned by the successor, or until the successor records an instrument permitting exercise of all those rights, the successor may not exercise any of those rights other than any right held by the transferor to control the Board of Directors in accordance with the provisions of the Act and the Condominium instruments for the duration of any Declarant Control Period. Any attempted exercise of those rights other than a right held by the successor's transferor to control the Board of Directors is void. For the period that a successor declarant may not exercise special declarant rights under this subsection, such successor declarant is not subject to any liability or obligation as a declarant other than liability or obligation as a declarant for its acts or omissions under Section 45-1842 of the Act.

(f) Nothing in this Article subjects any successor to a special declarant right to any claims against or other obligations of a transferor declarant, other than claims or obligations arising under the Act or the Condominium instruments.

ARTICLE 8

OPTION TO EXPAND CONDOMINIUM

Section 8.1. Reservation of Option to Expand Condominium.
The Declarant hereby reserves the option to expand the Condominium without the consent of unit owners and to add to the Property additional land and improvements thereon, provided that this reserved right shall terminate on the fifth (5th) anniversary after the date of the recordation of this Declaration and shall otherwise comply with the provisions of Section 45-1820 of the Act.

Section 8.2. Conditions of Option to Expand Condominium.

(a) The land and the improvements now or hereafter to be located thereon which may be annexed to and made a part of the Condominium are described in Exhibit "E" attached hereto and made a part hereof (the "Additional Land").

(b) The Additional Land may be annexed into the Condominium at the sole discretion of the Declarant. The maximum number of Residential Units which may be contained on the Additional Land is a number equal to the difference between one hundred forty (140) and the number of Residential Units listed in Exhibit "B". The maximum number of Parking Units which may be contained on the Additional Land is a number equal to the difference between one hundred forty (140) and the number of Parking Units listed in Exhibit "B". The units and any appurtenant common elements to be constructed on the Additional Land may be added to the Condominium in phases. The number and type of units to be added in each phase shall be determined in the sole discretion of the Declarant. The Declarant hereby reserves the right to create limited common elements within any phase of the Additional Land and to designate common elements therein which may subsequently be assigned as limited common elements. Any limited common elements or common elements which may subsequently be assigned as limited common elements shall be shown on the amendment to the Plats and Plans described in subsection (d)(ii) below. It is contemplated that the location of any improvements on the Additional Land will be substantially as shown on the Plats and Plans; however, no assurances are made with respect to such location.

(c) The Common Element Interest and the number of votes appurtenant to any unit following the addition of any group of units to the Condominium shall be determined in accordance with the method set forth in Exhibit "B" attached hereto and made a part hereof. The Declarant shall set forth in an amendment to the Declaration at the time of such expansion the Common Element Interest and the number of votes for all units following the expansion, said figures to be computed in the manner set forth in Exhibit "B".

(d) The expansion of the Condominium shall not be effective until such time as there has been recorded in the Office of the Recorder of Deeds of the District of Columbia (i) an amendment to the Declaration setting forth the new Common Element Interest appurtenant to each unit and the vote appertaining thereto, and (ii) an amendment to the Plats and Plans setting forth with respect to the new property which has been added to the Condominium the information that is required to be shown upon the Plats and Plans, pursuant to Section 45-1824 of the Act.

Section 8.3. Effect of Expansion. Upon the recordation of the amendment to the Declaration and the amendment to the Plats and Plans, each unit owner shall automatically have the Common Element Interest and the vote appurtenant to his unit set forth in the amendment to the Declaration. The interest of each Mortgagee shall attach by operation of law to the Common Element Interest appurtenant to the unit with respect to which it holds a lien. In addition, the assessments for each unit added into the Condominium pursuant to an amendment to the Declaration shall commence upon the recordation of such amendment to the Declaration.

Section 8.4. Power of Attorney. There is hereby reserved unto the Declarant (or such other party as may in writing be designated by the Declarant) an irrevocable Power of Attorney, coupled with an interest, for the purpose of reallocating the Common Element Interests and voting rights appurtenant to each of the units in the Condominium in accordance with the provisions of this Declaration and to execute, acknowledge and deliver such further instruments as may from time to time be required in order to accomplish the purposes of this Article 8. Each unit owner and each Mortgagee shall be deemed to have acquiesced in amendments to this Declaration and in amendments to the Plats and Plans for the purpose of adding the aforesaid Additional Land (including any units and common elements) to the Condominium, as set forth above, and shall be deemed to have granted unto the Declarant (or such other party as may in writing be designated by the Declarant), an irrevocable Power of Attorney, coupled with an interest, to effectuate, execute, acknowledge and deliver any such amendments and each such unit owner and Mortgagee shall be deemed to have agreed and covenanted to execute such further assurances and instruments, if any, as may be required by the Declarant and its successors and assigns, to properly accomplish such amendments.

Section 8.5. Future Improvements. Any improvements situated on property added to the Condominium in accordance with this Article 8 of the Declaration and the Act shall be substantially completed prior to annexation and shall be substantially consistent and compatible in terms of quality of construction and the principal materials to be used with the initial improvements of the Condominium. Further, any units created within the Additional Land shall be substantially identical to the existing units within the Condominium to the extent that such existing units within the Condominium include all of the unit types contemplated to be contained within the Condominium. Minor variations in the architectural style, size and floor plans of the units and buildings within the Additional Land shall not render any units within the Additional Land not to be substantially identical to the existing units within the Condominium.

ARTICLE 9

CONVERTIBLE LAND

Section 9.1. Reservation and Option to Create Convertible Land. The Declarant hereby reserves the option to create convertible land upon all or a portion of the Additional Land. Any such convertible land shall be established pursuant to an amendment to this Declaration recorded in accordance with Article 8 of this Declaration. The amendment to the Declaration shall state the maximum number of units that may be created within the convertible land as well as a description of the improvements that may be made within the convertible land. Any improvements situated within any convertible land shall be substantially consistent and compatible in terms of quality of construction and principal materials to be

used with existing units within the Condominium. Further, any units created within the convertible land shall be substantially identical to the existing units within the Condominium to the extent that such existing units within the Condominium include all of the unit types contemplated to be contained within the Condominium. Minor variations in the architectural style, size and floor plans of the units and buildings within the convertible land shall not render any units within the convertible land not to be substantially identical to the existing units within the Condominium. The Declarant shall have the right to create limited common elements within the convertible land and may designate common elements therein which may subsequently be assigned as limited common elements and the types, sizes and maximum number of such common elements shall be set forth in the amendment to the Declaration. The Common Element Interest and the number of votes appurtenant to any unit following the addition of any such unit within any convertible land shall be determined in accordance with the method set forth in Exhibit "B".

ARTICLE 10

NO OBLIGATIONS

Nothing contained in the Condominium instruments shall be deemed to impose upon the Declarant or its successors or assigns any obligation of any nature to build, construct or provide any improvements except to the extent required by the Act.

ARTICLE 11

MISCELLANEOUS

Section 11.1. Construction and Enforcement.

(a) The provisions hereof shall be liberally construed to achieve the purpose of creating a uniform plan for the operation of the Property as a Condominium. Enforcement of this Declaration, the Bylaws and the rules and regulations shall be by any unit owner and/or the Unit Owners Association or its Board of Directors by any proceeding at law or in equity against any person or persons violating any of the same, either to restrain or enjoin violation or to recover damages, or both, and against any unit to enforce any lien created hereby; and the failure or forbearance by the Unit Owners Association or the unit owner of any unit to enforce any of the covenants or restrictions herein or in the Bylaws or rules and regulations shall in no event be deemed a waiver of the right to do so thereafter. The unit owners shall have the same rights of enforcement against the Unit Owners Association as the Unit Owners Association has against the unit owners.

(b) There shall be and there is hereby created and declared to be a conclusive presumption that any violation or

breach or any attempted violation or breach of any of the provisions of this Declaration, the Bylaws or the rules and regulations, as amended from time to time, cannot be adequately remedied by action at law or exclusively by recovery of damages.

Section 11.2. Severability. Invalidation of any part of this Declaration by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

Section 11.3. Captions. The captions contained in this Declaration are for convenience only, are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration.

Section 11.4. Declarant's Power of Attorney. The Declarant hereby reserves for itself, its successors, transferees and assigns, for a period of five (5) years from the date the first unit is conveyed to an individual purchaser, or until it conveys title to the last unit, whichever occurs first, the right to execute on behalf of all contract purchasers, unit owners, Mortgagees, and other lienholders or parties claiming a legal or equitable interest in the Condominium, any such agreements, documents, amendments or supplements to this Declaration or the Bylaws which may be so required or requested by FNMA, FHA, VA, GNMA, FHLMC, or by any governmental or quasi-governmental agency having regulatory jurisdiction over the Condominium, or institutional lender or title insurance company designated by the Declarant.

(a) By acceptance of a deed to any unit or by the acceptance of any other legal or equitable interest in the Condominium, each and every such contract purchaser, unit owner, Mortgagee or other lienholder or party having a legal or equitable interest in the Condominium does automatically and irrevocably name, constitute, appoint and confirm the Declarant, its successors, transferees and assigns, as attorney-in-fact for the purpose of executing such agreement, document, amendment, supplement and other instrument(s) necessary to effect the foregoing subject to the limitations set forth herein.

(b) No such agreement, document, amendment, supplement or other instrument which adversely affects the value or substantially alters the floor plan of a unit, or changes the Common Element Interest appurtenant to such unit, or substantially increases the financial obligations of the unit owner, or reserves any additional or special privileges for the Declarant not previously reserved, shall be made without the prior written consent of the affected unit owner(s) and all owners of any Mortgage(s) encumbering the unit(s) owned by the affected unit owner(s). Any such agreement, document, amendment, supplement or instrument which adversely affects the priority or validity of any Mortgage which encumbers any unit shall not be made without the prior written consent of the owners of all such Mortgages.

(c) The power of attorney aforesaid is expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and the same shall run with the title to any and all units and be binding upon the heirs, personal representatives, successors, transferees and assigns of any of the foregoing parties. Further, said power of attorney shall not be affected by the death or disability of any principal and is intended to deliver all right, title and interest of the principal in and to said power of attorney. Said power of attorney shall be vested in the Declarant, its successors, transferees and assigns until the initial conveyance of all units planned to be within the Condominium or the expiration of same. Thereafter, said power of attorney shall automatically vest in the Unit Owners Association to be exercised by its Board of Directors.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Declarant has appointed James M. Kettler, its attorney-in-fact, to acknowledge this instrument as the Declaration of the Condominium. This Declaration is signed on behalf of the Declarant as of January 19, 1995, by James M. Kettler, the Vice President of Kettler-Belmont, Inc., the general partner of Kalorama Place Limited Partnership.

WITNESS/ATTEST:

DECLARANT:

KALORAMA PLACE LIMITED PARTNERSHIP,
a District of Columbia limited
partnership

By: KETTLER-BELMONT, INC.
a District of Columbia
corporation

By: Nancy E. Toadvine
Name: NANCY E TOADVINE
Title: ASSISTANT SECRETARY

By: James M. Kettler
Name: James M. Kettler
Title: Vice President

* * *

State Maryland OF Maryland

COUNTY OF Montgomery

*
* to wit:
*

I, Terry L. Babb, a Notary Public in and for the aforesaid jurisdiction, DO HEREBY CERTIFY THAT James M. Kettler, who is personally well known to me (or satisfactorily proven) to be an officer of Kettler-Belmont, Inc., the general partner of Kalorama Place Limited Partnership, party to that certain Declaration for Kalorama Place, A Condominium bearing date as of the 19th day of January, 1995 and hereto annexed, personally appeared before me in the aforesaid jurisdiction, THE SAID James M. Kettler being personally well known to me to be the person who executed the said Declaration in the capacity aforesaid and acknowledged the same to be the act and deed of the aforesaid entity.

Given under my hand and seal this 19th day of January A.D., 1995.

Terry L. Babb
Notary Public

My Commission Expires: 9-1-95

[NOTARIAL SEAL]

DESCRIPTION OF PHASE ONE
KALORAMA PLACE, A CONDOMINIUM
PART OF LOT 292 - SQUARE 2545
2413 1/2 20th St., 2413 20th St., 2411 1/2 20th St.
2411 20th St., N.W., Washington, D.C.

Being a part of Lot 292, Square 2545 as shown on a Plat of Subdivision of Square 2545 recorded on June 25, 1992 in Book 185 at Page 51 among the records of the office of the Surveyor of the District of Columbia, more particularly described as follows:

Beginning at the northwesterly corner of Lot 292, Square 2545 on the easterly line of 20th Street, N.W. and running thence with the outline of said Lot 292 the following two (2) lines

- 1) North 83° 16' 00" East, 125.00 feet; thence
- 2) South 06° 44' 00" East, 29.75 feet; thence crossing Lot 292 by three lines
- 3) South 06° 44' 00" East, 10.34 feet; thence
- 4) South 83° 58' 00" West, 33.00 feet; thence
- 5) South 06° 02' 00" East, 67.74 feet to intersect the North 83° 58' East, 16.41 feet line common to Lots 291 and 292 as shown on the above mentioned plat; thence with a portion of said line in a reversed direction
- 6) South 83° 58' 00" West, 3.49 feet; thence continuing with the following ten (10) lines common to said Lots 291 and 292 in a reversed direction
- 7) North 51° 02' 00" West, 6.96 feet; thence
- 8) North 06° 02' 00" West, 6.88 feet; thence
- 9) South 83° 58' 00" West, 2.19 feet; thence
- 10) South 06° 02' 00" East, 8.15 feet; thence
- 11) South 38° 58' 00" West, 6.96 feet; thence
- 12) South 83° 58' 00" West, 37.72 feet; thence
- 13) North 06° 02' 00" West, 2.08 feet; thence

Exhibit "A"

(Description of the Land)

- 14) South 83° 58' 00" West, 21.22 feet; thence
- 15) North 51° 02' 00" West, 11.31 feet; thence
- 16) South 83° 58' 00" West, 8.83 feet to the westerly corner common to the previously mentioned Lots 291 and 292; thence with the westerly line of said Lot 292 and the easterly line of 20th Street, N.W. as mentioned above
- 17) North 06° 44' 00" West, 97.49 feet, to the point of beginning, containing 10,991 square feet or 0.2523 acres of land, subject to conditions of record.

KALORAMA PLACE, A CONDOMINIUM
COMMON ELEMENT INTEREST TABLE

PHASE 1 - 12 RESIDENTIAL UNITS AND 8 PARKING UNITS

<u>IDENTIFYING NUMBER (grouped by type)</u>	<u>PAR VALUE OF UNIT</u>	<u>VOTE AND PERCENTAGE OF COMMON ELEMENT INTEREST PER UNIT</u>
1001	1000	6.3492
1004	1000	6.3492
1007	1000	6.3492
1010	1000	6.3492
1002	1150	7.3016
1005	1600	10.1587
1008	1600	10.1587
1011	1600	10.1587
1003	1150	7.3016
1012	1150	7.3016
1006	1150	7.3016
1009	1150	7.3016
P-1	150	.9524
P-2	150	.9524
P-3	150	.9524
P-4	150	.9524
P-5	150	.9524
P-6	150	.9524
P-7	150	.9524
P-8	150	.9524
TOTAL	15750	100.0000%

In Article 8 of this Declaration, the Declarant has reserved the option to expand the Condominium in accordance with Section 45-1820 of the Act. If the Condominium is expanded to include additional units, then the Common Element Interests appurtenant to the units previously subjected to the Condominium regime, as well as the Common Element Interests for the additional units which are being added to the Condominium regime, will be computed as follows:

Step 1. Determine the total par value for all units, including those already in the Condominium regime, as well as those which are being added. The par values are assigned for all units of a similar type and are not intended to reflect any unit's exact size or exact proportion compared with the other units. If additional unit types are added to the Condominium, they may be or

Exhibit "B"

(Common Element Interest Table)

will be assigned a par value based on their estimated size, which par value will be utilized for each unit of a similar type notwithstanding its actual area. For purposes of determining Common Element Interests of the units, there are deemed to be twenty-eight (28) unit types within the Condominium which have the following par values:

<u>Unit Type</u>	<u>Par Value</u>
10	1000
20	1150
21	1600
22	1600
30	1150
31	1150
32	1150
33	1150
34	1150
40	1000
41	850
42	1000
43	850
44	1000
50	1300
51	1300
52	1150
53	1400
54	1250
55	1250
60	1000
61	1250
62	1000
63	1000
64	1250
65	1250
Garage Parking Unit	150
Underground Parking Unit	150

Using the Phase 1 units listed above in this Exhibit "B" as an example, the total par value of the units contained therein is as follows:

<u># of Units</u>	<u>Unit Type</u>	<u>Par Value Per Unit</u>	<u>Total Par Value</u>
4	10	1000	4000
1	20	1150	1150
2	21	1600	3200
1	22	1600	1600
2	30	1150	2300
2	31	1150	2300
8	Garage Parking Unit	150	<u>1200</u>
	20 Unit Total Par Value		15750

Step 2. Choose a particular unit for which the Common Element Interest is to be determined. Take the par value for that unit and divide it by the total par values for all units.

Continuing with the above example, assume we desired the Common Element Interest of a "10" type unit. It would be determined by taking the par value for that unit and dividing this by the total par values for the entire condominium thus:

$$1000 \div 15750 = .0619195 \times 100 = 6.3492$$

This is the Common Element Interest for each type "10" unit.

As additional phases are added to the Condominium, the calculations described above will be utilized for determining the new Common Element Interests for each unit type. That is, the total par values for all units, including those existing in the Condominium as well as the new units being brought within the Condominium, are added together and this number is used as the denominator in the equation described above, with the numerator being the par value of the unit whose Common Element Interest is being calculated. Since the Common Element Interests must equal exactly 100, the Common Element Interests for some units may be rounded up or down slightly.

The identifying number for each Condominium unit is set forth above on this Exhibit "B". The identifying number is a sufficient legal description of the Condominium unit (including its Common Element Interest) for all purposes when set forth together with the name of the Condominium, the name of the jurisdiction in which the Condominium is situated and the deed book and page number where the first page of the Declaration is recorded and the Condominium book and page number where the first page of the Plats and Plans is recorded.

The Declarant reserves the right to change the par values in the event unit types are added, changed or modified in the Condominium, subject to the provisions of the Declaration and the Act.

Exhibit "C"

(Plats)

PLATS AND PLANS OF CONDOMINIUM SUBDIVISION

Kalorama Place, A Condominium

2413 1/2 20th St., 2413 20th St., 2411 1/2 20th St.

2411 20th St., N.W., Washington, D.C.

PART OF LOT 292 - SQUARE 2545

PHASE 1 - 12 RESIDENTIAL UNITS AND 8 PARKING UNITS

IN ACCORDANCE WITH THE CONDOMINIUM ACT OF 1978, D.C. LAW 1-89, AS AMENDED, THE UNDERSIGNED, THE OWNER OF LOT 292 IN SQUARE 2545 AND THE DECLARANT OF KALORAMA PLACE, A CONDOMINIUM, AS PER PLAT RECORDED IN BOOK 185 AT PAGE 51, S.O. 3578, AMONG THE RECORDS OF THE OFFICE OF THE SURVEYOR OF THE DISTRICT OF COLUMBIA, HEREBY SUBDIVIDE THE BUILDING AND THE LAND, INTO 12 RESIDENTIAL UNITS AND 8 PARKING UNITS WITH CERTAIN GENERAL AND LIMITED COMMON ELEMENTS AS MORE FULLY SET FORTH IN THE DECLARATION AND BYLAWS OF THE PROJECT RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF THE DISTRICT OF COLUMBIA AS INSTRUMENT NUMBERS _____ AND _____ RESPECTIVELY, ON _____ 1995.

THE DECLARANT FURTHER STATES THAT THIS CONDOMINIUM PROJECT IS AN EXPANDABLE CONDOMINIUM, TO WHICH FUTURE PHASES OF UNITS MAY BE ADDED, AND THE DECLARANT HAS RESERVED THE RIGHT TO CREATE CONVERTIBLE LAND UPON ALL OR A PORTION OF THE FUTURE PHASES. THE 12 RESIDENTIAL UNITS AND 8 PARKING UNITS DEPICTED HEREON CONSTITUTE PHASE 1 TO BE SUBJECTED TO THE CONDOMINIUM REGIME. DECLARANT REQUESTS THAT PHASE 1 AS SHOWN ON THE ATTACHED PLATS AND PLANS, CONSISTING OF 4 SHEETS, BE ACCEPTED FOR RECORDATION IN THE OFFICE OF THE SURVEYOR OF THE DISTRICT OF COLUMBIA.

THE DECLARANT, BEING FIRST DULY SWORN, CERTIFIES, DEPOSES, AND SAYS THAT IT IS THE OWNER IN FEE SIMPLE OF THE ABOVE MENTIONED PROPERTY INCLUDING IMPROVEMENTS; THAT NO OTHER PERSON OR PERSONS OTHER THAN THE DECLARANT HAS ANY INTEREST OR CLAIM THEREIN, EXCEPT FOR EXISTING TRUSTS, IF ANY; THAT THE DECLARANT IS IN PEACEFUL OCCUPATION THEREOF; THAT THERE ARE NO SUITS OR ACTIONS PENDING AFFECTING THE TITLE TO SAID PROPERTY, INCLUDING ANY IMPROVEMENTS; THAT THERE IS ONE EXISTING TRUST ON SAID PROPERTY; AND THAT THE USES OF THE INDIVIDUAL UNITS CONFORM TO THE APPLICABLE LAWS AND REGULATIONS OF THE DISTRICT OF COLUMBIA.

DECLARANT

KALORAMA PLACE LIMITED PARTNERSHIP
A DISTRICT OF COLUMBIA LIMITED PARTNERSHIP

BY: KETTLER-BELMONT, INC.,
A DISTRICT OF COLUMBIA CORPORATION

BY: [Signature]
NAME: JAMES W. KETTLER
TITLE: VICE PRESIDENT

WITNESS: [Signature]
WITNESS: [Signature]

SUBSCRIBED AND SWORN BEFORE ME AS OF
THIS 18th DAY OF January, 1995

[Signature]
NOTARY PUBLIC

My Commission Expires 3/1/96
(NOTARIAL SEAL)

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED PLATS OF CONDOMINIUM SUBDIVISION (SHEETS 1 OF 4 TO 4 OF 4) ARE CORRECT AND REPRESENT A FIELD SURVEY MADE UNDER MY DIRECTION, AND THAT THE INFORMATION SHOWN ON SUCH PLATS IS IN CONFORMANCE WITH THE RECORDS OF THE OFFICE OF THE SURVEYOR OF THE DISTRICT OF COLUMBIA, IS ACCURATE AND COMPLIES WITH THE REQUIREMENTS OF D.C. LAW 1-89, AS AMENDED, INCLUDING SECTION 45-1824(A) OF THE DISTRICT OF COLUMBIA CODE, AND THAT ALL IMPROVEMENTS DEPICTED ON THE ATTACHED PLATS HAVE BEEN SUBSTANTIALLY COMPLETED.

1-18-95
DATE

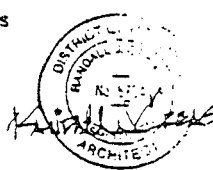
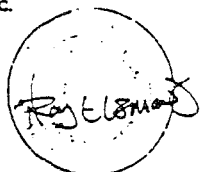
[Signature]
ROY LEMON JR.
PROFESSIONAL ENGINEER
REGISTRATION NO. 9765
DISTRICT OF COLUMBIA

ARCHITECT'S CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED PLANS OF CONDOMINIUM SUBDIVISION (SHEET 1 OF 4 TO 4 OF 4) ARE ACCURATE (WITHIN NORMAL TOLERANCES) AND COMPLY WITH THE REQUIREMENTS OF D.C. LAW 1-89, AS AMENDED, INCLUDING SECTION 45-1824(B) OF THE DISTRICT OF COLUMBIA CODE, AND THAT ALL IMPROVEMENTS, INCLUDING UNITS AND PORTIONS THEREOF, DEPICTED ON THE ATTACHED PLANS HAVE BEEN SUBSTANTIALLY COMPLETED.

1-19-95
DATE

[Signature]
D.C. REGISTRATION NO. 5724



CERTIFICATION OF DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS

I CERTIFY THAT THIS CONDOMINIUM SUBDIVISION COMPLIES WITH THE ZONING REGULATIONS OF THE DISTRICT OF COLUMBIA.

ZONING: _____
DATE _____ ZONING ADMINISTRATOR

CERTIFICATION OF DEPARTMENT OF FINANCE AND REVENUE

DEPARTMENT OF FINANCE AND REVENUE
OWNERSHIP CORRECT ACCORDING TO THE RECORDS OF THIS OFFICE _____
GENERAL TAXES PAID TO _____
NO UNPAID ARREARS _____
NO UNPAID SPECIAL ASSESSMENTS _____

DATE _____ ASSESSMENTS ADMINISTRATION

I ACKNOWLEDGE THAT THIS IS NOT A TAX CERTIFICATE AS INTENDED BY D.C. CODE TITLE 47-405

FOR: OWNER _____
OR AGENT _____

OFFICE OF THE SURVEYOR, D.C.	
1995	
THE PLATS AND THE PLANS ARE ACCEPTED FOR RECORDATION IN ACCORDANCE WITH THE CONDOMINIUM ACT OF 1978, D.C. LAW 1-89, AS AMENDED.	
SURVEYOR, D.C. _____	
RECORDED TIME _____	RECORDED DATE _____
RECORDED IN CONDOMINIUM BOOK _____	PAGE _____
SURVEY RECORDED ON ANNEX PLATS _____	TO _____

BENCH MARK

TOP OF BONNET BOLT ON FIRE HYDRANT AT
20TH STREET AND BELMONT ROAD, N.W.
ELEVATION: 134.03 (D.C. O.P.W. DATUM)

SURVEY AND PLAT BY:

DEWBERRY & DAVIS
ARCHITECTS-ENGINEERS-PLANNERS-SURVEYORS
804 WEST DIAMOND AVENUE
GAITHERSBURG, MARYLAND 20878
PHONE (301) 948-8300

PLAT OF CONDOMINIUM SUBDIVISION
KALORAMA PLACE, A CONDOMINIUM
PART OF LOT 292 - SQUARE 2545

2413 1/2 20TH ST., 2413 20TH ST.,
 2411 1/2 20TH ST., 2411 20TH ST., N.W.
 WASHINGTON, D.C.

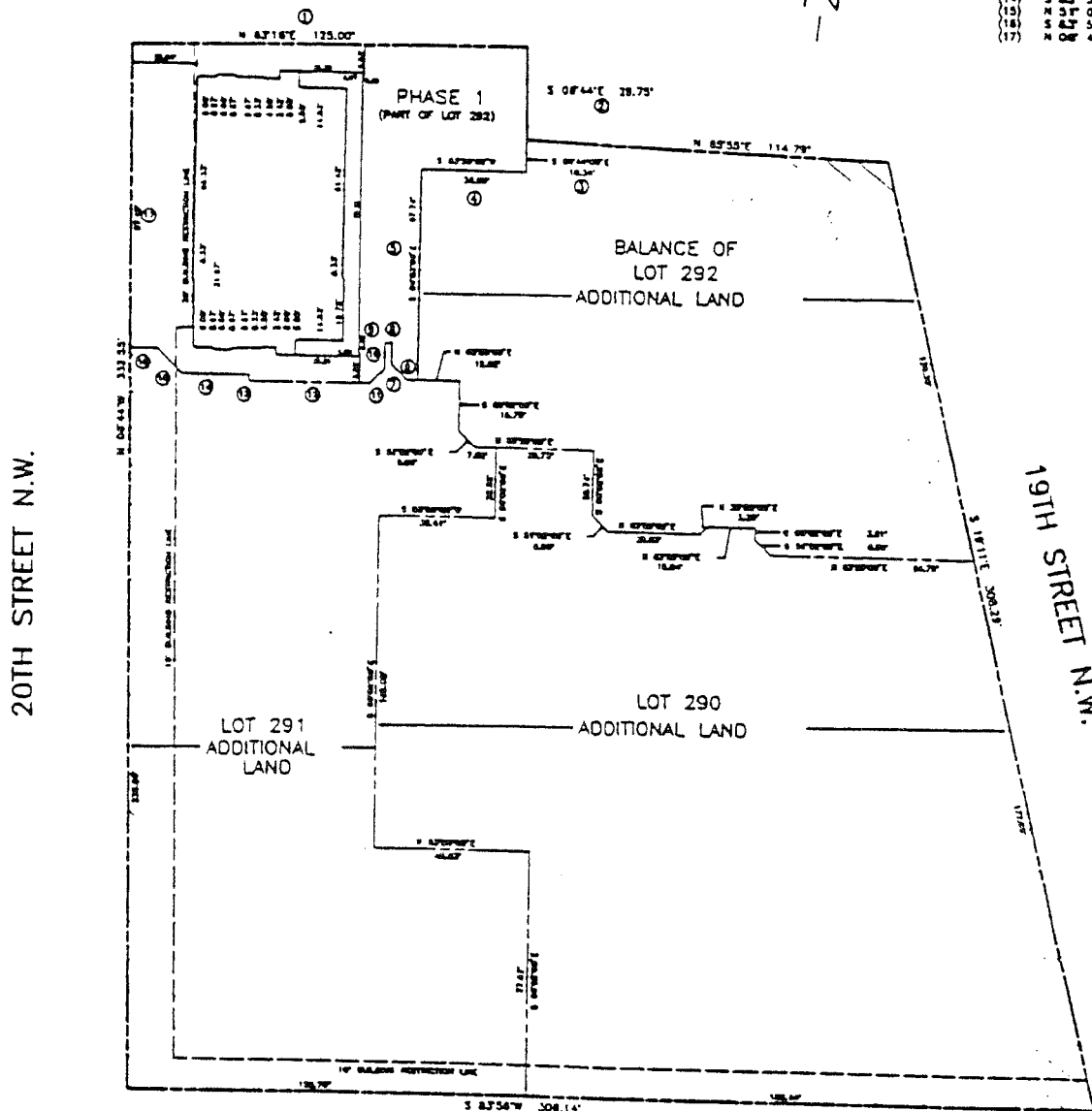
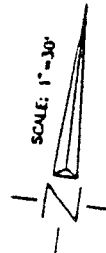
PHASE 1 - 12 RESIDENTIAL UNITS AND 8 PARKING UNITS

SHEET _____ OF _____

CONDOMINIUM BOOK _____ PAGE _____

PHASE 1
 TABLE OF COURSES

COURSE	BEARING	DISTANCE
1	N 87°16' E	125.00'
2	S 01°44' E	28.75'
3	N 87°55' E	114.79'
4	S 11°17' E	11.31'
5	S 87°56' W	308.14'
6	S 11°17' E	11.31'
7	N 87°55' E	114.79'
8	S 01°44' E	28.75'
9	N 87°16' E	125.00'
10	S 11°17' E	11.31'
11	S 87°56' W	308.14'
12	S 11°17' E	11.31'
13	N 87°55' E	114.79'
14	S 01°44' E	28.75'
15	N 87°16' E	125.00'
16	S 11°17' E	11.31'
17	S 87°56' W	308.14'



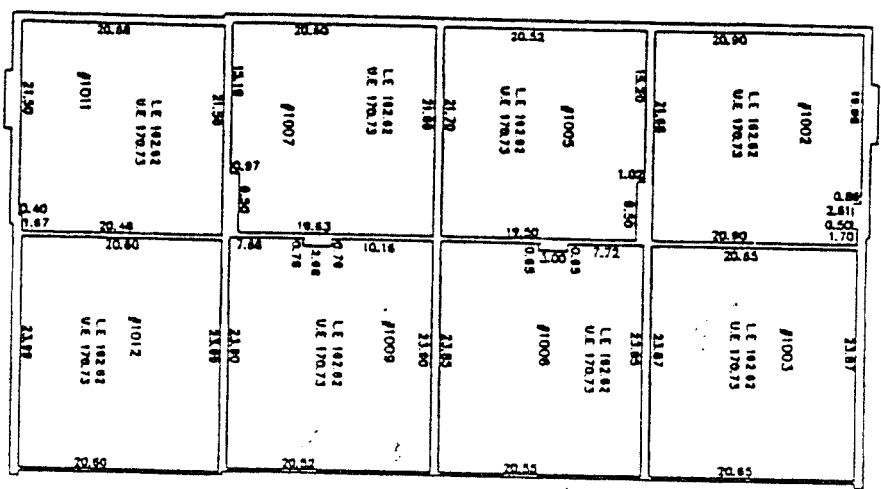
- NOTES:
- PHASE 1, WHICH CONSISTS OF ALL THE PROPERTY AND IMPROVEMENTS LOCATED WITHIN THE BOUNDARIES OF SUCH PHASE AS SHOWN HEREON, REPRESENTS THAT PORTION OF THE PROPERTY CURRENTLY BEING SUBMITTED TO THE CONDOMINIUM REGIME FOR KALORAMA PLACE, A CONDOMINIUM, IN ACCORDANCE WITH THE CONDOMINIUM ACT OF 1978, D. C. LAW 1-88, AS AMENDED.
 - THE DECLARANT HAS RESERVED THE OPTION TO EXPAND THE CONDOMINIUM TO INCLUDE THE AREA SHOWN ON THIS PLAT DESCRIBED AS "ADDITIONAL LAND". THE ADDITIONAL LAND MAY BE, BUT IS NOT REQUIRED TO BE, SUBMITTED TO AND INCLUDED WITHIN KALORAMA PLACE, A CONDOMINIUM, IN ACCORDANCE WITH THE CONDOMINIUM ACT OF 1978, D. C. LAW 1-88, AS AMENDED.
 - IN ADDITION TO THE DECLARANT'S RESERVED RIGHT TO EXPAND THE CONDOMINIUM, THE DECLARANT HAS ALSO RESERVED THE RIGHT IN THE DECLARATION TO (A) CREATE CONVERTIBLE LAND UPON ALL OR A PORTION OF THE ADDITIONAL LAND, (B) DESIGNATE ALL OR ANY PORTION OF ANY IMPROVEMENTS WITHIN THE ADDITIONAL LAND AS CONVERTIBLE SPACE, AND (C) CONTRACT THE CONDOMINIUM.
 - THE PROPERTY SHOWN HEREON IS RECORDED AGAINST THE RECORDS OF THE D. C. SURVEYOR'S OFFICE IN SUBDIVISION BOOK 188 AT PAGE 31.

BELMONT ROAD N.W.

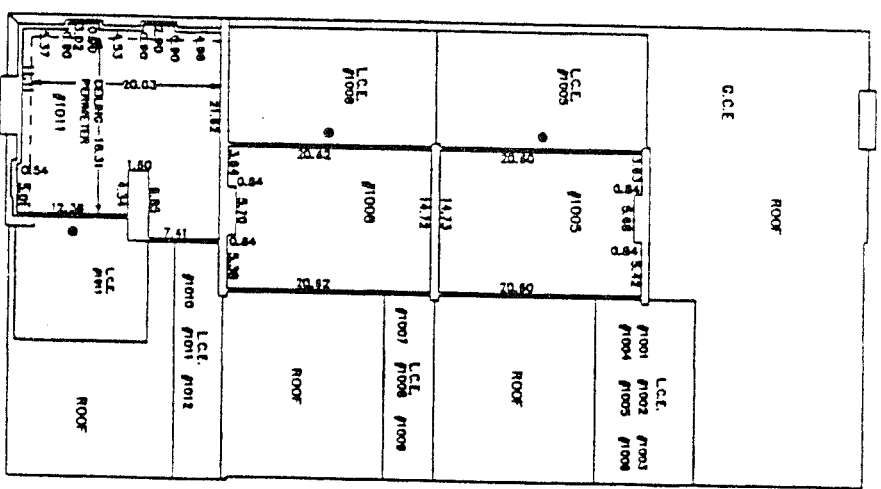
SURVEY AND PLAT BY:
DEWBERRY & DAVIS
 ARCHITECTS-ENGINEERS-PLANNERS-SURVEYORS
 804 WEST DIAMOND AVENUE
 GAITHERSBURG, MARYLAND 20878
 PHONE (301) 948-8300

Exhibit "D"

(Plans)



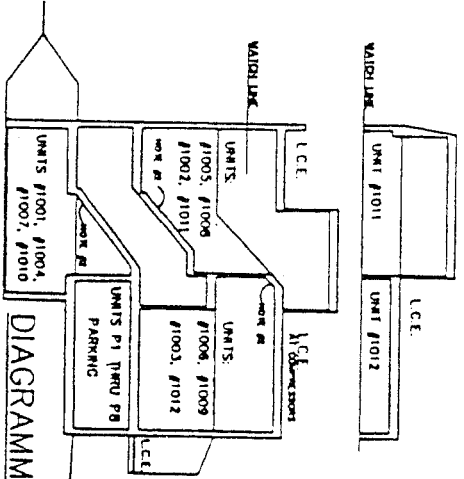
NORTH BLDG. - Level D



NORTH BLDG. - Level E

LEGEND

- ▶ DEMOTES UNIT ENTRANCE (DOOR - PART OF UNIT)
- DEMOTES TERRACE / BALCONY DOOR (PART OF UNIT)
- L.C.E. LIMITED COMMON ELEMENT
- C.C.E. GENERAL COMMON ELEMENT
- RESIDENTIAL UNIT NUMBER
- GENERAL COMMON ELEMENT WHICH MAY CONSIST OF SUPPORT COLUMNS OR UTILITY APPLIANCES
- GARAGE PARKING UNIT
- L.E. LOWER ELEVATION
- U.E. UPPER ELEVATION
- DEMOTES BOUNDARY OF CERTAIN UPPER AND LOWER ELEVATIONS AS SHOWN IN BE
- DEMOTES VERTICAL CHANGE IN ELEVATION WITHIN A L.C.E. BOUNDARY



DIAGRAMMATIC SECTION

NOTES:

1. ALL AREAS SHOWN HEREIN AND NOT DESIGNATED AS LIMITED COMMON ELEMENTS ARE DEEMED TO BE GENERAL COMMON ELEMENTS
2. SEE DIAGRAMMATIC SECTION FOR SOME DETAILED AND FLOOR CONDITION

PLAN OF CONDOMINIUM SUBDIVISION

LOT: 292 SQUARE: 2545
KALORAMA PLACE
A CONDOMINIUM - PHASE 1
 ADDRESSES OF UNITS:
 #1001, #1002, #1003 - 2413 1/2 20TH ST., NW
 #1004, #1005, #1006 - 2413 20TH ST., NW
 #1007, #1008, #1009 - 2411 1/2 20TH ST., NW
 #1010, #1011, #1012 - 2411 20TH ST., NW

DEWBERRY & DAVIS

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DATE: JANUARY 1995 SCALE: 1" = 10'