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DECLARATION OF COVENANTS,

CONDITIONS, EASEMENTS AND RESTRICTIONS

FOR

UPTOWN PROPERTY OWNERS ASSOCIATION, INC.

Made by:

WILLARD HOLDINGS III LLC,
a Delaware limited liability company

September 22, 2025

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UPTOWN PROPERTY OWNERS ASSOCIATION, INC.

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

THIS DECLARATION is made on the date hereinafter set forth by WILLARD HOLDINGS III LLC, a Delaware limited liability company, hereinafter referred to as the "Declarant" in this Declaration.

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain real property in the District of Columbia, which is more particularly described in the legal descriptions attached hereto and made part hereof as Exhibit A-1 (referred to as the "Property" in this Declaration). The Property consists of certain Residential Lots and a Commercial Lot as more particularly identified in Article 1 and described on Exhibit A-1.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, conditions, restrictions and easements set forth in this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with such Property and be binding on all parties having any right, title or interest in all or any portion of the Property, their heirs, personal representatives, successors, transferees and assigns, and which shall inure to the benefit of each Owner thereof.

ARTICLE 1
DEFINITIONS

Section 1.1. "*Articles of Incorporation*" or "*Articles*". Shall mean and refer to the Articles of Incorporation for Uptown Property Owners Association, Inc. filed with the District of Columbia Department of Licensing and Consumer Protection Corporations Division, as may be amended from time to time.

Section 1.2. "*Association*". Shall mean and refer to the Uptown Property Owners Association, Inc., a nonstock, not for profit District of Columbia corporation, its successors and assigns.

Section 1.3. "*Board of Directors*" or "*Board*". Shall mean and refer to the governing body of the Association as more fully described in the Bylaws and Articles of Incorporation of the Association.

Section 1.4. "*Bylaws*". Shall mean and refer to the Bylaws for Uptown Property Owners Association, Inc., as may be amended from time to time.

Section 1.5. "*Commercial Director Class*". Shall mean and refer to the Director class on the Board of Directors for the Commercial Member Class established pursuant to the Bylaws.

Section 1.6. "*Commercial Lot*". Shall mean and refer to Assessment and Taxation Lot 830, Square 2069, having a street address of 3408 Connecticut Ave. N.W., as more particularly described on Exhibit A-1 and depicted on Exhibit A-2, including all improvements therein and appurtenances thereto.

Section 1.7. "*Commercial Member Class*". Defined in Section 4.1.

Section 1.8. "*Commercial Owner*". Shall mean the Owner of the Commercial Lot.

Section 1.9. "*Common Area*". Shall mean all real property maintained by the Association (including the improvements thereto) pursuant to this Declaration (including Exhibits B and D hereto), and for the common benefit of two or more Lots. Such areas include, without limitation and to the extent applicable, the roof, roof membrane, building façade, building structural elements, trash and recycling room and facilities, any storm stormwater facility, and other components designed or intended to serve two or more Lots including, without limitation, pipes, wires, cables, conduits, receptacles, fire and safety equipment, ducts, flues, plenums, and chutes that serve two or more Lots. Notwithstanding anything to the contrary contained herein, Common Areas do not include the Plaza (the Plaza is not part of the Property that is subject to this Declaration).

Section 1.10. "*Common Expenses*". Shall mean and refer to the actual and estimated expenses of the operation, care, upkeep, maintenance, repair, replacement, and insurance of those parts of the Property that are the payment or performance responsibility of the Association, and costs of maintaining and operating the Association, including, without limitation, Common Area and obligations of "Lot 826" pursuant to the Development Plan (i.e., Lot 826 being all of the Property prior to its subsequent division into the Commercial Lot and Residential Lots), subject to Section 11.14 of this Declaration. The Common Expenses may also include a reasonable reserve and expenses for the future maintenance of the Common Area in accordance with Article 8 hereof, all as may be found to be necessary or appropriate by the Board of Directors pursuant to this Declaration, the Bylaws and/or the Articles of Incorporation of the Association.

Section 1.11. "*Community-Wide Standard*". Shall mean the standard of conduct, maintenance or other activity generally prevailing for the Property governed by the Association. Such standard may be more specifically determined and set forth by the Board of Directors.

Section 1.12. "*Declarant*". Shall be WILLARD HOLDINGS III LLC, a Delaware limited liability company, its respective successors and assigns, but only to the extent that any of the rights, reservations, easements, interests, exemptions, privileges or powers of the Declarant are specifically assigned or transferred to any such successors or assigns by an instrument in writing.

Section 1.13. "*Declaration*". Shall mean and refer to this Uptown Property Owners Association, Inc. Declaration of Covenants, Conditions, Easements and Restrictions, as may be amended from time to time.

Section 1.14. "*Development Plan*". Shall mean and refer collectively to all zoning plans, project plans, master plans, preliminary plans, site plans, subdivision plats, and/or other regulatory plans, as applicable, for the Property, including amendments, modifications and extensions thereof

as may be made from time to time, reviewed and approved by the Board of Zoning Adjustment of the District of Columbia, or other governmental agency having the authority to review and approve the development plans for the Property, and shall include the SLC (defined below).

Section 1.15. "*Director*". Shall mean and refer to a member of the Board of Directors.

Section 1.16. "*Director Class*". Shall mean and refer to each of the Commercial Director Class and the Residential Director Class as applicable to the context.

Section 1.17. "*Eligible Mortgage Holder*". Shall mean a holder, insurer or guarantor of a First Mortgage on a Lot for which a written request has been submitted for notice from the Association of amendments to the Association documents or other significant matters which would affect the interests of the mortgagee, in accordance with Section 11.8 of this Declaration.

Section 1.18. "*Lot*". Shall mean and refer to any Residential Lot or Commercial Lot (including all improvements located therein and appurtenances thereto).

Section 1.19. "*Member*". Shall mean and refer to each Owner, who is a member of the Association by virtue of holding fee simple title to a Lot, but shall not mean or refer to any Mortgagee or any other party having an interest in a Lot merely as security for the performance of an obligation, unless and until such Mortgagee or other party has acquired title to a Member's Lot pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 1.20. "*Member Class*". Defined in Section 4.1 and means each of the Commercial Member Class and the Residential Member Class as applicable to the context.

Section 1.21. "*Mortgagee*". Shall mean the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the Lots. "***First Mortgage***", as used herein, shall mean a mortgage or deed of trust with priority over all other mortgages or deeds of trust. As used in this Declaration, the term "***Mortgagee***" shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in this Declaration, the term "institutional mortgagee" or "institutional holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association ("***FNMA***"), Government National Mortgage Association ("***GNMA***"), Federal Home Loan Mortgage Corporation ("***FHLMC***"), all corporations and any agency or department of the United States Government or of any state or municipal government, or any other organization or entity which has a security interest in any Lot. In the event any mortgage is insured by the Federal Housing Administration ("***FHA***") or guaranteed by the Department of Veterans Affairs ("***VA***"), then as to such mortgage the expressions "mortgagee" and "institutional mortgagee" include the FHA or the VA as the circumstances may require, acting, respectively, through the Federal Housing Commission and the Secretary of Veterans Affairs or through other duly authorized agents.

Section 1.22. "*Owner*". Shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Property, including contract

sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.23. "*Plaza*". Shall mean Assessment and Taxation Lot 829, Square 2069, which is adjacent to the Property; however, the Plaza is not part of the Property that is subject to this Declaration. Certain rights and obligations with respect to the Plaza are addressed in the SLC.

Section 1.24. "*Property*". Shall mean and refer to that certain real property described on Exhibit A-1 hereto, which comprises all of the Lots that are subject to this Declaration.

Section 1.25. "*Pro-Rata Allocations*". Shall mean the allocations for the Lots that are set forth on Exhibit B hereto, which are calculated as percentages, the numerator of which is the square footage of improvements in an applicable Lot and the denominator of which is the total square feet of improvements in all Lots that are subject to such calculation (as more particularly set forth on Exhibit B).

Section 1.26. "*Residential Director Class*". Shall mean and refer to the Director class on the Board of Directors for the Residential Member Class established pursuant to the Bylaws.

Section 1.27. "*Residential Lot*". Shall mean and refer to each of the following four single family residential townhouses located on the Property and more particularly described on Exhibit A-1 and depicted on Exhibit A-2, including all improvements therein and appurtenances thereto: Residential Lot 1, having a street address of 2907 Newark Street N.W., consists of Assessment and Taxation Lots 834 and 7005, Square 2069; Residential Lot 2, having a street address of 2905 Newark Street N.W., consists of Assessment and Taxation Lots 833 and 7004, Square 2069; Residential Lot 3, having a street address of 2903 Newark Street N.W., consists of Assessment and Taxation Lots 832 and 7003, Square 2069; and Residential Lot 4, having a street address of 2901 Newark Street N.W., consists of Assessment and Taxation Lots 831 and 7002, Square 2069.

Section 1.28. "*Residential Member Class*". Defined in Section 4.1.

Section 1.29. "*Residential Owner*". Shall mean the Owner of a Residential Lot.

Section 1.30. "*SLC*". Shall mean the Single Lot Covenant and Easement Agreements dated June 13, 2022 and recorded in the records of the District of Columbia Recorder of Deeds as Instrument No. 2022078007, as amended from time to time.

ARTICLE 2
PROPERTY SUBJECT TO DECLARATION; DEED RESTRICTION

Section 2.1. *Property Subject to this Declaration*. The Property described on Exhibit A-1 to this Declaration shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and improved subject to all of the covenants, conditions and restrictions of this Declaration.

Section 2.2. *Deed Restriction*. Notwithstanding that a Lot may include more than one assessment and taxation lot, any deed transferring a Lot shall include a restriction confirming that the applicable Lot may be transferred only as a whole and that components of such Lot shall not be separately transferred. The Owner of any Lot shall have the right at any time and at its own expense to combine the assessment and taxation lots applicable to its Lot without requiring consent or approval of other Owners.

ARTICLE 3
PROPERTY RIGHTS

Section 3.1. *Easements and Rights Granted*. Subject to the provisions of this Declaration, the easements and rights set forth in this Article 3 are hereby granted, declared and reserved.

Section 3.2. *Development Easements*.

(a) There is hereby granted and reserved unto Declarant, for so long as Declarant owns any Lot, and to such other parties as Declarant may specifically, and in writing, assign such rights, blanket easements upon, across and under the Property for (i) vehicular and pedestrian ingress and egress, (ii) curb cuts, slope, and grading easements, (iii) street lighting, architectural lighting, irrigation, and landscaping, (iv) the installation, replacement, repair and maintenance of all utilities, including, but not limited to, water, sewer, drainage, storm water detention and/or sediment control, electricity, gas, cable television, telephones, telecommunication, and internet, and further including the right to connect to and use any such utilities, (v) the placement of signs including, without limitation, signs relating to the Property and signs used for sales, leasing, and/or marketing purposes with respect to Residential Lots and/or Commercial Lot, and (vi) for the conduct of all other development, construction, renovation, marketing, sales, leasing and related activities as may be deemed necessary or desirable by Declarant, or to comply with requirements imposed by the District of Columbia, or any governmental or quasi-governmental agency or authority having regulatory jurisdiction over the Property, and/or to comply with applicable laws or regulations. By virtue of the foregoing utility easement, it shall be expressly permissible to install and maintain necessary pipes, lines and other equipment within the Property, to affix and maintain electrical, gas, telephone, telecommunications, and internet wires, conduits and equipment, and sewer and water drainage lines within any portion of the Property (subject to the provisions below), and to have construction vehicles, equipment and the like exercise the aforesaid right of ingress and egress. There is further reserved unto Declarant the right to grant specific easements, both temporary and permanent, to any person or entity including, without limitation, all public authorities and utility companies, over any part of the Property in furtherance of the blanket easements created by this subsection. Declarant may grant such easements for so long as Declarant owns a Lot.

Section 3.3. *Easements for Utility Systems*. The rights and duties with respect to storm water management facilities, sanitary sewer and water lines and equipment, electricity, gas, cable television, security and surveillance systems, telephone, telecommunications, internet, and similar utilities and equipment (individually and collectively, "***Utility Systems***") shall be governed by the following:

(a) Each Owner is granted a non-exclusive easement to connect to and use any Utility Systems located in the Property that are reasonably intend to serve its Lot. The easement under this subsection 3.3(a) shall also benefit the Association with respect to Utility Systems, if any, serving the Common Areas.

(b) Each Owner and the Association shall have the right, and are hereby granted a perpetual easement to the extent necessary therefore, to enter upon or have a utility or repair company enter upon any portion of the Property in which the Utility Systems lie, to inspect, repair, replace and generally maintain the Utility Systems that serve the Lot of such Owner or the Common Areas with respect to the Association.

(c) The rights granted in subsection 3.3(b) above shall be only to the extent necessary to entitle the Association or the Owner serviced by the Utility Systems to the full and reasonable use and enjoyment of its property and provided further that anyone exercising said rights shall be responsible for reasonably restoring the easement area so used to its condition prior to such use.

(d) A mutual right and easement for the Utility Systems is hereby established for the benefit of all Owners such that no Owner shall take any action which would interfere with the Utility Systems being provided to other Owners within the Property. An Owner may temporarily interrupt utility service to other Lot(s) if necessary in connection with the development, maintenance or repair of a Lot, provided that the consent of all affected Owners is obtained, such consent not to be unreasonably withheld or delayed, but in all events with due regard to business hours and fire protection and security during any interruption of utility service. If a Lot contains any utility pipes, ducts, conduits, wires or other Utility Systems that are for the benefit, in whole or in part, of other Owners within the Property, then the Owner of such Lot shall promptly, at such Owner's expense, repair any damage to such Utility Systems caused by such Owner.

Section 3.4. *Easements for Encroachments*. Each Lot shall have an easement over all adjoining portions of the Property for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of improvements, roof overhangs, gutters, architectural or other appendages, draining of rainwater from roofs, or any other similar cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment; provided, however, that in no event shall a valid easement for encroachment be created in favor of any Owner if said encroachment occurred due to the willful misconduct of such Owner. If a structure on any Lot is partially or totally destroyed and then repaired or rebuilt, then minor encroachments over any adjoining Lot shall be permitted and there shall be valid easements for the maintenance of said encroachments so long as they shall exist.

Section 3.5. *Support Easements*. Each Lot shall have an easement for support, including lateral, vertical, and subjacent support, from every other Lot.

Section 3.6. *Association's Rights of Access, Repair, Etc*. The Association and its agents, employees and other designees authorized by the Association, shall have irrevocable rights and easements to enter any Lot as reasonably necessary to exercise its rights and fulfill its obligations

established by this Declaration or the Bylaws including, without limitation, for the operation, inspection, maintenance, repair and replacement of the Common Areas and to exercise any other rights or easements expressly provided to the Association. The Association and its agents, employees or other designees shall not enter the interior of any Residential Lot or the Commercial Lot without the prior consent of the owner of such Residential Owner or Commercial Owner, as applicable, except in cases of clear danger to safety or property when such consent cannot reasonably be obtained.

Section 3.7. *Owner's Rights for Lot Components*. Each Owner and its agents, employees and other designees authorized by the Owner, shall have irrevocable rights and easements to enter any other Lot as reasonably necessary for the operation, inspection, maintenance, repair and replacement of any Lot component located in or adjacent to such other Lot that serves or benefits the Lot of the Owner exercising such rights and easements. An Owner and its agents, employees or other designees shall not enter the interior of any Residential Lot or the Commercial Lot without the prior consent of the owner of such Lot, except in cases of clear danger to safety or property when such consent cannot reasonably be obtained.

Section 3.8. *Storm Water Management Easements and Responsibilities*.

(a) Each Owner is hereby granted a non-exclusive easement and right of use, in, through, on, over, under, across and within the Property for the drainage, discharge, and transmission of storm water runoff through and into any storm water management facilities that are intended to benefit the Lot of such Owner. Each Owner shall also have the right to connect to such storm water management facilities.

(b) The Association is hereby granted a non-exclusive easement and right of passage on, through, over and across the Lots to maintain, repair and replace any storm water management area or facilities located therein for which the Association has maintenance responsibilities.

Section 3.9. *Exercise of Easement Rights*. Unless expressly provided otherwise, all easements created and granted under this Declaration shall be perpetual. All such easements shall be exercised in a reasonable manner, shall be subject to all applicable laws and regulations, and shall be located consistent with the Development Plan. Any parties exercising any of such easements shall restore any disturbed property to substantially the condition existing prior to the exercise of such easement and shall indemnify and hold harmless the owner of the property burdened by the easement from any damage, loss or claims relating to the use of the easement. No easement shall be established or utilized in a manner that causes an unreasonable interruption of an existing use or which has a material and adverse impact upon any Owner, or tenant for an unreasonable length of time. Temporary interruptions required in connection with construction, maintenance and repair or in cases of emergency shall not be deemed unreasonable nor to have a material and adverse impact.

Section 3.10. *Covenant of Cooperation*. With respect to Declarant's or the Association's reserved rights to grant easements or enter into agreements pursuant to this Article 3, Declarant or the Association, as applicable, may execute and record such additional easements and agreements in accordance with such reserved rights without the consent or joinder of any Owner or other party

having an interest in the Property provided, however, that if requested by Declarant, any Owner or other party having an interest in the Property shall promptly join in and execute such easements and other agreements. Declarant, each Owner, and the Association shall use commercially reasonably efforts to cooperate with each other in any construction, reconstruction, or repair of improvements within a Lot that is made in accordance with the Declaration and the Development Plan. Without limiting the generality of the foregoing, to the extent that Declarant, any Owner, or the Association reasonably requires permits, consents, approvals, easements, or other rights or information from any such other party to fulfill any requirements imposed by governmental or quasi-governmental agencies, or utility companies, or otherwise in connection with the permitted use or development of a Lot or Common Areas in accordance with the Development Plan, the party whose cooperation is requested shall promptly provide such consents, approvals, rights, or information upon written request, provided that (a) all costs reasonably related to the same shall be borne by the requesting party, and (b) such consents, approvals, rights, or information shall not materially and adversely impact the use, operation or enjoyment of the Lot of a cooperating Owner nor of any Common Areas.

Section 3.11. *Delegation of Use*. Any Owner may delegate, in accordance with applicable provisions in the Bylaws and rules and regulations of the Association, such Owner's right to use Common Area and facilities to such Owner's family members, guests, and tenants.

Section 3.12. *Trash Room*. The trash room located at the intersection of Newark and Connecticut Avenues and accessible from Newark Avenue is a Common Area for the benefit of the Residential Lot Owners. Notwithstanding anything to the contrary herein, each Owner of a Residential Lot and its agents and other designees authorized by such Owner, shall have irrevocable rights and easements without the requirement for advance notice or consent, to enter and use such trash room as reasonably necessary for trash and recycling storage and disposal operations, and bin storage.

Section 3.13. *Emergency Access*. The roof access ladder located on the exterior of the Residential Lot 1 improvements is a Common Area for the benefit of all Owners. Each Owner and its agents and other designees authorized by such Owner, shall have the irrevocable rights and easements without requirement for advance notice or consent, to access and use the roof access ladder for emergency ingress, egress, and life-safety circumstances.

ARTICLE 4
MEMBERSHIP AND VOTING RIGHTS

Section 4.1. *Membership*. Each Owner of a Lot shall be a Member of the Association and each Lot shall have one Member in the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot. There shall be two classes of members in the Association, as follows (each a **"Member Class"**):

(a) The Commercial Owner shall constitute the **"Commercial Member Class"**. The Owner of the Commercial Lot shall be the member of the Commercial Member Class.

(b) The Residential Owners shall constitute the **"Residential Member Class"**. Each Owner of a Residential Lot shall be a member of the Residential Member Class.

Section 4.2. *Voting Rights*. Each Member shall have one (1) vote in the Association for each Lot that the Member owns, to be exercised as provided in the Bylaws and this Declaration.

ARTICLE 5
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 5.1. *Creation of the Lien and Personal Obligation for Assessments*. There are hereby created assessments for Common Expenses as may be from time to time specifically authorized by the Board of Directors to be commenced at the time and in the manner set forth in this Article 5. Each Owner of any Lot other than the Declarant, 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, and (ii) special assessments. The annual and special assessments, together with interest, costs, late fees and reasonable attorneys' fees, shall be a charge on the Lot (including all improvements thereon), and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, late fees and reasonable attorneys' fees, shall also be the personal obligation of the Owner the Lot. The purchaser of a Lot shall be jointly and severally liable with the selling Lot Owner for all unpaid assessments against the Lot without prejudice to the purchaser's right to recover from the selling Owner the amounts paid by the purchaser therefor; provided, however, that any such purchaser shall be entitled to a statement from the Board or the Management Agent setting forth the amount of the unpaid assessments against the selling Owner and such purchaser shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid assessments in excess of the amount set forth in such statement.

Section 5.2. *Purpose of Assessments*.

(a) The assessments levied by the Association shall be used for the improvement, maintenance, repair, and replacement of the Common Area, the maintenance, repair and replacement of any other property intended for or available for the use or benefit of the residents, any rights-of-way, median strips, signage, stormwater management facilities, wetland areas, or improvements that serve and/or benefit the Association, the payment of utility services for the Common Area, if any, management fees, administration expenses, insurance and all other costs and expenses incurred by the Association in the proper conduct of its activities, including, without limitation, reserves for replacements or contingencies, and charges accruing under any cross-easement or other agreement (including, without limitation, the Development Plan and any such agreement for the maintenance of any storm water management facility or protection of certain environmental conditions within the Property). The assessments may also be used for the maintenance, repair and replacement of any property or facilities serving or appurtenant to the Property which the Association is obligated or elects to maintain whether or not such property or facilities are owned by the Association or are located within the Property (including, without limitation, any property or facilities which the Association is authorized to maintain pursuant to this Declaration or the Development Plan).

Section 5.3. *Annual Assessments; Budgets*.

(a) The Board of Directors shall from time to time set the annual assessment at an amount sufficient to meet the Common Expenses of the Association. Without limiting the

generality of the foregoing, the Association shall, at all times, levy and collect annual assessments in sufficient amounts to (i) maintain the Common Area in accordance with sound property management standards, and (ii) establish necessary reserves for the future repair and replacement of any capital improvements within the Common Area. The Board of Directors shall determine the amount of the annual assessment before the beginning of each fiscal year in connection with preparation of the Association's annual budget, and may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a monthly, quarterly, semi-annual, or annual basis. Any Member may prepay one or more installments of any annual assessment levied by the Association without premium or penalty.

(b) The Board of Directors shall make a reasonable effort to prepare a budget at least sixty (60) days before the beginning of each fiscal year. The budget shall include the estimated costs of operating the Association during the coming year and shall also include an amount sufficient to establish and maintain a reserve fund in accordance with a reserve fund budget separately prepared by the Board of Directors pursuant to Section 5.12 hereof. The Board of Directors shall cause a copy of the budget, and the amount of the assessments to be levied against each Lot for the following year, to be delivered to each Member at least fourteen (14) days prior to the commencement date of the new assessments. The budget and the assessments shall become effective unless a special meeting of the Association is duly held and at such special meeting the budget and the assessments are disapproved by a vote of at least a majority of the total Association membership. Notwithstanding the foregoing, however, in the event the membership disapproves the budget or the Board of Directors fails for any reason to determine the budget for any fiscal year of the Association, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the then current fiscal year shall continue for the succeeding fiscal year. Failure to approve or determine an annual budget shall in no way constitute a waiver or release in any manner of a Member's obligation to pay his or her share of the Common Expenses as herein provided.

(c) Within sixty (60) days after the end of each fiscal year of the Association, the Board of Directors shall cause to be created an itemized accounting of the Common Expenses for such fiscal year actually incurred, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Directors for such fiscal year, and showing the net amount over or short of the actual expenditures plus reserves. A copy of such accounting shall be deposited among the books and records of the Association, and shall be available to Members upon specific request therefor. Any amount accumulated by the Association in excess of the amount required for Common Expenses and reserves may be retained and credited to the general reserve account for the current fiscal year's budget or refunded to the Members, or partially retained or refunded, in the sole discretion of the Board of Directors. Any net shortage shall, if the Board of Directors deems it advisable, be added according to each Member's share of the prior year's annual assessment to the installments due in the month or months (not to exceed six (6) months) after the rendering of the accounting.

Section 5.4. *Working Capital Contributions.* A working capital fund shall be established for the initial and ongoing operation of the Association. Such working capital fund shall be funded by a one-time assessment per Lot in an amount equal to three (3) months' of Association

assessments applicable to such Lot. Such amount shall be payable by the initial Owner of each Lot, excluding the Declarant, upon the earlier of settlement or occupancy of the improvements located on the Lot.

Section 5.5. *Special Assessments*. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment or special assessments applicable to that year for such purposes as the Board of Directors may deem appropriate, including, without limitation, for purposes of funding, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement located upon the Common Area, including fixtures and personal property related thereto, and to meet unforeseen or special expenditures as well as any budget deficit; provided, however, that any such assessment shall be approved by at least two-thirds (2/3) of Members in each Member Class who are voting, in person or by proxy, at a meeting of the Association duly called for this purpose, provided that any special assessment applicable solely to the Residential Lots shall require approval of two-thirds (2/3) of the Residential Owners who are voting, and any special assessment applicable solely to the Commercial Lot shall require the approval of the Commercial Owner. The Association may also levy a special assessment against any Member to reimburse the Association for costs incurred in bringing any Member and his or her Lot into compliance with the provisions of this Declaration, the Articles of Incorporation, the Bylaws and the rules and regulations of the Association. Such a special assessment may be levied upon the vote of the Board of Directors after notice to the Member and an opportunity for a hearing before the Board of Directors.

Section 5.6. *Assessment Calculations*. Subject to Section 5.7 below, in preparing the budget and imposing assessments and special assessments, the Board of Directors shall allocate Association expenses in accordance with Exhibit B attached hereto and except for expenses that are specifically allocated otherwise on Exhibit B: (a) Association expenses that are applicable solely to the Commercial Lot shall be paid 100% by the Commercial Owner; (b) Association expenses that are applicable solely to the Residential Lots (but not appliable to the Commercial Lot) shall be paid by each Residential Owner in accordance with its Pro-Rata Allocation for the Residential Lots; and (c) Association expenses that are applicable to all Lots shall be paid by each Owner in accordance with its Pro-Rata Allocation for all Lots, as such Pro-Rata Allocations are set forth in the schedule set forth on Exhibit B.

Section 5.7. *Imposition of Assessment*.

(a) In the event that the actions or activities of any Member causes or results in increased expenses for the Association, the Board of Directors may assess such increase in expenses against the Member and such Member's Lot, after notice to such Member and an opportunity for a hearing. For example, and for purposes of illustration only, the Board of Directors may assess the amount of any insurance deductible paid by the Association against any Member and such Member's Lot if the Association is required to pay such deductible as a result of the misuse or neglect of the Member. Such assessment shall be a lien against the Member's Lot and shall be payable and collectible in the same manner as any other assessments required to be paid to the Association; provided, however, that the Declarant shall not be subject to any assessment based on this Section 5.7(a).

Section 5.8. *Declarant and Association Exemption From Assessments*. Any provision hereof to the contrary notwithstanding, Lots owned by the Declarant shall not at any time be subject to any annual assessments, special assessments, fees or other charges levied by the Association, and the Declarant shall have no obligation whatsoever to pay any such annual assessments, special assessments, fees or other charges.

Section 5.9. *Date of Commencement of Annual Assessments; Due Dates*. Unless an earlier commencement date is established by the Board of Directors, the annual assessments provided for herein shall commence as to each Lot upon the initial conveyance of the Lot to a Member (other than Declarant). The first annual assessment shall be prorated from the date of such Lot closing. The Board of Directors shall make reasonable efforts to 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 Member subject thereto. The due dates shall be established by the Board of Directors. 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. A properly executed certificate of the Association setting forth the status of assessments on a Lot shall be binding on the Association as of the date of its issuance.

Section 5.10. *Effect of Non-Payment of Assessments; Remedies of the Association*. The Board of Directors shall take prompt action to collect any assessments for Common Expenses or other changes due from any Member pursuant to this Declaration which remain unpaid for more than ten (10) days from the due date for payment thereof. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date until paid at a rate determined by the Board of Directors, up to the maximum rate of interest permitted under the laws of the District of Columbia. The Association may also charge a reasonable late fee, not to exceed any limit established under applicable law, against any Member (and/or such Member's Lot) who is more than fifteen (15) days delinquent in the payment of any assessment. The Association may bring an action at law against the Member personally obligated to pay the same, and/or foreclose the lien against the Lot (and all improvements thereon) in accordance with applicable law. No Member may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of such Member's Lot. The Member shall also be obligated to pay all attorneys' fees, court costs and administrative costs incurred in connection with the collection of assessments if not paid when due. This Section shall not be deemed to limit or waive, and shall be without prejudice to, any and all rights, remedies, or recourses as may be available to the Association for non-payment of assessments.

Section 5.11. *Subordination of the Lien to Mortgages*. The lien of the assessments provided for herein shall be subordinate to the lien of any First Mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage or deed of trust foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, except for liens or claims for a pro-rata share of such assessments resulting from a pro-rata reallocation of such assessments to all Lots, including the mortgaged Lot. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. No amendment to this Section shall affect the rights of the holder of any First Mortgage on any Lot (or the

indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

Section 5.12. *Reserve Fund Budget and Contribution*. The Board of Directors shall annually prepare a reserve fund budget which shall take into account the number and nature of the Common Expense obligations, replaceable improvements that are the responsibility of the Association, the expected life of such improvements and their expected repair or replacement costs. Within five (5) years after the date of this Declaration and at least once every five (5) years thereafter, the Board shall cause a capital repair and replacement reserve study for such improvements to be prepared by a qualified professional. By means of example and not limitation, the reserve fund budget shall include the projected costs of maintenance, repairs, replacements, working capital, insurance, and operating contingencies for the Common Area that must be replaced on a periodic basis. The Board of Directors shall set the required reserve fund contribution, if any, in an amount sufficient to meet the projected reserve needs of the Association, as shown on the reserve fund budget, with respect both to amount and timing by inclusion in the annual assessments over the period of the budget, payable as part of the annual assessments. The reserve fund contribution shall be determined by the Board of Directors and included within the budget and assessment, as provided in Section 5.3. Such reserve fund contribution shall be applicable to all Lots (except as otherwise provided with respect to Lots owned by the Declarant in Section 5.8) to the extent such reserve fund will be utilized to replace assets which are determined by the Board of Directors to benefit substantially all Owners or to those Lots only that benefit from a particular area or item subject to reserve funding. A copy of the reserve fund budget shall be distributed to each Owner in the same manner as the operating budget. Except where an emergency requires an expenditure to prevent or minimize loss from further damage to, or deterioration of, the Common Area or any facilities thereon, reserves accumulated for one purpose may not be expended for any other purpose unless approved by the Board of Directors.

ARTICLE 6
ARCHITECTURAL CONTROL

Section 6.1. *Additional Restrictions, Required Approvals*. In addition to the procedures and approvals set forth in this Article 6, the provisions of Section 9.4 below apply to repairs and restoration, as applicable.

Section 6.2. *Architectural Requests*. No building, or other structure or improvement of any kind shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made (including, but not limited to, changes in color) until complete plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors, or by an architectural review committee composed of three (3) or more representatives appointed by the Board of Directors ("***Architectural Review Committee***"). In the event the Board, or its designated Architectural Review Committee, fails to approve or disapprove by a majority vote any design and location within sixty (60) days after the plans and specifications for such design and location have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Approval by the Architectural Review Committee or by the Board shall in no way be construed as to pass judgment on the correctness of the location, structural

design, suitability of water flow or drainage, location of utilities, or other qualities of the item being reviewed, nor shall such approval be substituted in lieu of applicable governmental approvals and permits or be deemed to constitute a determination as to compliance with local zoning ordinances, governmental guidelines or restrictions. Any exterior addition to or change or alteration made without application having first been made and approval obtained as provided above shall be deemed to be in violation of this covenant and the addition, change or alteration may be required to be restored to the original condition at the Owner's cost and expense. In any event, no such exterior addition, change or alteration shall be made without approvals and permits therefor having first been obtained by the Owner from the applicable public authorities or agencies. In addition, no changes, alterations or additions may be constructed which are not in compliance with local zoning ordinances, governmental guidelines or restrictions. Notwithstanding any provision of this Declaration to the contrary, the provisions of this Article 6 shall not be applicable to any signage, branding, or advertisement for the Commercial Lot.

Section 6.3. *Architectural Review Committee Rules and Regulations; Appeal of Architectural Review Committee Decision*. The Board of Directors or the Architectural Review Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy, standards, design guidelines and/or establish such criteria relative to architectural styles or details, or other matters, as it may consider necessary or appropriate. No such rules, regulations, statements, standards, design guidelines, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration. The decisions of the Architectural Review Committee shall be final except that any Owner who is aggrieved by any action or forbearance from action by the Architectural Review Committee may appeal the decision of the Architectural Review Committee to the Board of Directors and, upon the request of such Owner, shall be entitled to a hearing before the Board of Directors. A majority vote of each Director Class shall be required to reverse the decision of the Architectural Review Committee.

ARTICLE 7
USE RESTRICTIONS

In addition to all other covenants contained herein, the use of the Property and each Lot therein is subject to the following:

Section 7.1. *Permitted Uses*. The Residential Lots shall be used for residential purposes exclusively, and no building shall be erected, altered, placed or permitted to remain on any such Residential Lot other than a dwelling unit or one used for a reasonably related purpose. The Commercial Lot shall be used for commercial purposes exclusively, and no residential dwelling unit shall exist on the Commercial Lot. Nothing contained in this Article, or elsewhere in this Declaration, shall be construed to prohibit the Declarant from the use of any Lot, or the improvements thereon, for promotional or display purposes, or as "model homes", a sales and/or construction office, or for any other lawful purpose.

Section 7.2. *Prohibited Uses and Nuisances*. No noxious or offensive trade or activity shall be carried out upon any Lot or any other part of the Property, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or other

Members. The Members acknowledge that the Property includes a mix of residential and commercial uses, and that each use shall be operated and maintained so as not to adversely interfere with the rights and operations of another Member at the Property.

Section 7.3. *Transfers; Occupancy*. Prior to the sale, conveyance or transfer of any Lot to any person, the Owner shall notify the Board of Directors in writing of the name and address of the person to whom the proposed sale, conveyance or transfer is to be made and provide to it such other information as the Board of Directors may reasonably require. Failure to comply with the provisions of this Section 7.3 shall not void, prohibit or otherwise invalidate the sale, conveyance or transfer of any Lot, nor may it have any affect upon any mortgage or deed of trust thereon.

Section 7.4. *Residential Parking Restrictions*. Pursuant to the Development Plan, no Residential Owner shall seek or obtain a residential parking permit from the District of Columbia Department of Motor Vehicles in connection with its ownership of a Residential Lot.

Section 7.5. *House Rules, Etc*. There shall be no violation of any reasonable rules for the use of the Common Area or other community rules and regulations not inconsistent with the provisions of this Declaration which may from time to time be adopted by the Board of Directors of the Association and promulgated by the Board in writing, and the Board of Directors is hereby and elsewhere in this Declaration authorized to adopt such rules and regulations.

Section 7.6. *Exemptions*. None of the restrictions and provisions set forth in Section 7.1 through 7.5 above shall be applicable (i) to any portion of the Property owned by the Declarant or to the activities of the Declarant, and its officers, employees, agents and assigns, in their development, marketing, leasing and sales activities within the Property, or (ii) to the Association, its officers, employees and agents, in connection with the proper maintenance, repair, replacement and improvement of the Common Area and any facilities situated thereon.

ARTICLE 8
MAINTENANCE

Section 8.1. *Owners' Maintenance*.

(a) Except as otherwise specifically provided in this Declaration, the Owner of each Lot shall keep the Lot, and all improvements therein or thereon, including, without limitation, any lawn, landscaping, trash and recycling, snow and ice removal, down spouts or gutters located on a Lot, sprinklers and life safety systems serving its Lot only, in good order and repair and free of debris in a manner and with such frequency as is consistent with good property management and the Community-Wide Standard. In the event a Member shall fail to maintain the Lot and such improvements, the Association or its agent shall have the right to enter upon said Lot to repair, maintain and restore the Lot and such improvements. The Association shall also have the right to enter the Lots to correct drainage. Whenever entry is not required in an emergency situation, the Association shall afford the Member reasonable notice and opportunity to cure the problem prior to entry. All costs related to such correction, repair or restoration shall be collectible from the Member in the same manner as assessments as provided in Article 5 herein.

(b) Each Owner shall be responsible for the cost of Utilities serving its Lot, and shall have individual meters for electricity, submeters for water, and separate meters for all telecommunications or other equipment servicing its Lot. Subject to the easements and rights otherwise reserved in this Declaration, each Owner shall be responsible for the maintenance, repair and replacement of all Utility lines from the meter to the Lot, and where no meter exists, from the entry of the Utility line onto the Lot. If any Utility bills are not separately billed to an Owner, the Association or the recipient of any collective bill, shall have the right to seek contribution from any benefitted Owner in accordance with the degree of such benefit, and the benefitted Owner shall reimburse the Association or the burdened Owner promptly following receipt of invoice therefore.

Section 8.2. *Association Maintenance*.

(a) Subject to Section 8.3 below, the Association shall maintain, repair and replace those portions of the Property, and all improvements and facilities situated thereon, that are included as the Association's responsibility on Exhibits B and D hereto, and shall keep such Common Area and such improvements and facilities in good order at all times and in accordance with the Community-Wide Standard. The expenses of all such maintenance, repair and replacement shall be a Common Expense of the Association, including, but not limited to, reserves for the maintenance, repair and replacement of any such Common Area property or improvements. The Association shall also maintain any portion of any Lot that it is obligated or elects to maintain pursuant to this Declaration, any easement or other agreement. Except for routine maintenance or in cases of emergency, the Association shall cause notice of planned maintenance to be provided to an Owner at least ten (10) days prior to performing such maintenance on the Owner's Lot.

(b) For a period of ten (10) years after the date of this Declaration, Declarant may, without the consent or joinder of any Owner or other party, execute and record amendments to this Declaration to confirm, clarify or modify the respective maintenance, repair and replacement responsibilities of the Association and Owners.

Section 8.3. *Maintenance Responsibility Changes*. Subject to the Declarant's rights in Section 8.2(b) above, the respective maintenance responsibilities of the Association and individual Owners under this Declaration (including Exhibits B and D) may be modified from the time to time by the unanimous consent of all members of the Board of Directors and with at least thirty (30) days prior to notice of such change to the Owners, or such shorter notice as may be required in an emergency or similar circumstances.

ARTICLE 9
INSURANCE; REPAIR AND RECONSTRUCTION

Section 9.1. *Association Insurance Requirements*. Subject to Section 9.1(i) below, the Board of Directors, in consultation with insurance professionals, shall cause to be obtained and maintained a master casualty insurance policy for the Property to cover the Association's insurance responsibilities as set forth on Exhibit C hereto, and liability insurance under such terms and for such amounts as shall be deemed necessary by the Board of Directors, but in no event less than the amounts required by this Section. Such insurance coverage shall provide for the issuance of certificates of insurance and mortgagee endorsements to an Eligible Mortgage Holder, if requested.

Such insurance coverage shall provide for the insurance proceeds covering any loss to be payable to the Board of Directors as insurance trustee (or such other party that the Board may designate as the insurance trustee) for the benefit of each Owner and its Mortgagee as their respective interests may appear. Association insurance policies shall include the following:

(a) All-risk property insurance in an amount at least equal to the full replacement value of the Lot components that the Association is responsible for insuring, and such other coverage as shall customarily be covered with respect to projects similar in construction, location and use as the Board of Directors in their sound discretion may deem advisable. Such insurance shall name the Owners and the Association as insureds, and the Mortgagees of the Lots as additional insureds as their respective interests may appear, and shall name the insurance trustee as loss payee.

(b) Commercial general liability insurance for claims asserting bodily injury, property damage, contractual liability, or personal and advertising injury coverage, providing limits in such amounts as the Board of Directors shall determine from time to time in consultation with insurance professionals, as shall customarily be covered with respect to projects similar in construction, location, use and ownership. Such liability insurance shall provide named insured coverage to cover liabilities of the Association as a group, the Board of Directors and its officers, and each individual Owner and shall provide for a separation of insureds without an exclusion for cross suits.

(c) Directors and officers liability insurance in reasonable and customary amounts to cover the Board of Directors and its officers.

(d) A blanket fidelity bond or employee dishonesty insurance policy sufficient to insure the Association against losses resulting from theft or dishonesty by officers, directors, managers, trustees, employees and volunteers of the Association and all other persons handling or responsible for funds held or administered by the Association, whether or not they receive compensation for their services. All such fidelity insurance policies should name the Association as the insured and should have their premiums paid as a Common Expense by the Association. The Board shall require any Management Agent to name the Association as an additional insured under fidelity insurance policies that are obtained by the Management Agent.

(e) Such other or additional insurance that the Board of Directors may determine from time to time to be necessary or desirable (e.g., to ensure there are no gaps in coverage or duplicative coverage), or as customarily carried by owners or operators of similar properties. Notwithstanding the certain types of insurance and amounts of coverage required to be obtained pursuant to this Section, in obtaining insurance the Board of Directors may consider such factors as availability of types of insurance and the market for insurance premiums in deciding which type of insurance and the amounts of coverage to obtain, provided the same is consistent, as to types of coverage and amounts, with the requirements generally of institutional lenders or prudent owners or operators of properties of a condition and quality similar to that of the Property.

(f) To the extent reasonably obtainable, each Association insurance policy of the type required by any provision of this Section 9.1 shall provide that it may not be cancelled or substantially reduced except after thirty (30) days' prior notice to the Association and Eligible

Mortgage Holders. The Board shall cause any such notice of cancellation to be promptly provided to each Owner and Eligible Mortgage Holder.

(g) The Board of Directors shall cause to be paid as they become due all premiums for the insurance required of the Association pursuant to this Section 9.1, shall renew or replace each policy and deliver to each Owner and the Eligible Mortgage Holder, promptly upon request, evidence of the payment of insurance. Insurance premiums for Association insurance policies shall be Common Expense allocated to the Owners as set forth on Exhibit B. Deductibles on Association policies shall be paid by the Association as a Common Expense, except if the claim relates to any loss or damage that originates from a Lots or any item that is a component of a Lot, the Board shall have the discretion to charge the deductible to the Owner of such Lot.

(h) The Board of Directors is hereby irrevocably appointed the agent for the Association and each Owner to adjust all claims arising under any Association insurance policies and to exercise and deliver releases upon payment of claims.

(i) Notwithstanding any provision of this Declaration or the Bylaws, the insurance requirements and provisions in this Declaration or the Bylaws may be changed or modified from time to time by the Board to reflect changes in insurance terminology, changes in customary insurance coverage for similar properties, because certain requirements or coverages are not feasible, obtainable, or are prohibitively expensive, or such other reasons as may be determined by the Board to be in the best interests of the Property. Coverage amounts shall be reviewed by the Board not less than once every three years and adjusted as necessary to reflect commercially reasonable minimums for similar properties. Written notice of any material change to the insurance requirements shall be provided to all Owners and Eligible Mortgage Holders at least thirty (30) days prior to such change, or such shorter notice as may be required in an emergency or similar circumstances.

Section 9.2. *Owner Insurance Requirements*. Subject to Section 9.1(i) above, each Owner is responsible, at its own expense, for obtaining and maintaining insurance policy(ies) to insure against loss or damage to personal property and all items within the Owner's Lot that not covered under the Association's master insurance policy, additional living expenses, vandalism or malicious mischief, theft, personal liability and the like. The respective insurance obligations of the Association and individual Owners as of the date of this Declaration (which may be subject to change pursuant to Section 9.1(i) above) are set forth Exhibit C hereto. The Commercial Owner shall obtain and maintain all insurance required of the Commercial Owner under the Development Plan. An Owner may assign its insurance obligations to any tenant of its Lot. No Owner shall maintain insurance coverage that will tend to decrease the amount which the Association may realize under any insurance policy that the Association may have in effect at any particular time. The Board of Directors may require that each Owner file with the Management Agent a copy of each individual policy of insurance purchased by the Owner within thirty (30) days after its purchase. The Board of Directors may also require that each Owner notify the Board of Directors of all improvements made by the Owner to its Lot having a value in excess of One Thousand Dollars ($1,000). If an Owner fails to obtain the insurance coverage required by this Section, the Board of Directors may purchase such coverage on behalf of the Owner and assess the Owner for the cost thereof. Nothing is this Section or otherwise shall be deemed to impose any liability on the Association or the Board of Directors for any failure of an Owner to obtain or maintain required

ARTICLE 10
MANAGEMENT

Section 10.1. *Management Agent*. Declarant, for such time as it owns one (1) or more Lots, and thereafter the Board of Directors, may employ for the Association a management agent or manager (the "***Management Agent***") at a rate of compensation established by the Declarant or Board of Directors, as applicable, to perform such duties and services as the Declarant deems necessary, or as the Board of Directors shall from time to time authorize in writing, including, but not limited to, the following:

(a) to establish (with the approval of the Board of Directors) and provide for the collection of the annual maintenance assessments and any other assessments provided for in this Declaration and to provide for the enforcement of liens therefor in a manner consistent with the law and the provisions of this Declaration; and

(b) to provide for the care, upkeep, maintenance and surveillance of the Common Area, any other community facilities, and any other facilities the Association is obligated to maintain, whether or not the same are located on the Property; and

(c) to promulgate (with the approval of the Board of Directors of the Association) and enforce such rules and regulations and such restrictions or requirements, "***house rules***" or the like as may be deemed proper respecting the use of the Common Area and community facilities; and

(d) to provide such other services (including legal and accounting services) for the Association as may be consistent with law and the provisions of this Declaration.

Section 10.2. *Waiver of Declarant Right to Appoint Management Agent*. Notwithstanding the foregoing, Declarant at any time may, but is under no obligation to, waive its reserved right hereunder to appoint the Management Agent for the Property by written notice of its intention to do so to the Board of Directors.

ARTICLE 11
GENERAL PROVISIONS

Section 11.1. *Implied Rights*. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws or any lease, easement or other agreement or document affecting the Association, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 11.2. *Limitation of Liability*. The Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the Common Expense funds, or for injury or damage to persons or property caused by the elements or resulting from water which may leak or flow from any portion of the Common Area or community facilities or other property within the control or supervision of the Association, or from any wire, pipe, drain, conduit or the like. The Association shall not be liable to any Owner for loss or damage, by theft or

otherwise, of articles which may be stored upon the Common Area or other property within the control or supervision of the Association. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Area or other property within the control or supervision of the Association, or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any municipal or other governmental authority.

Section 11.3. *Dispute Resolution*.

(a) Claim Notice; Inspection. Any claim against Declarant (including any of Declarant's employees, agents or contractors) by the Association or any Owner (each of the foregoing a "***Claimant***") regarding the design, construction, or warranty of the Common Area or other improvements in the Property shall be resolved pursuant to the requirements of this Section 11.3, subject to the express provisions of any warranty plan provided by Declarant to an Owner.

(i) The Claimant shall mail or otherwise deliver written notice to Declarant specifying the defect or defects that are the subject of its claim, including specific identification of all portions of the Property that have manifested damage or otherwise indicate existence of a defect (the "***Claim Notice***").

(ii) Within twenty (20) days after the receipt of the Claim Notice, Declarant may make a written request to the Claimant to inspect the property identified in the Claim Notice (the "***Inspection Request***").

(iii) Within ten (10) days after receipt of the Inspection Request, the Association shall make available for inspection the property identified in the Claim Notice during normal working hours or other mutually agreed upon times. If the Claimant has engaged the services of a professional to prepare the contents of the Claim Notice, then the Claimant shall make the professional available to meet with and/or accompany Declarant in inspecting the items in the Claim Notice.

(iv) Such inspection shall be completed within forty-five (45) days after the date the subject property is first made available to Declarant by the Association for inspection pursuant to Section 11.5(a)(iii). The Association shall continue to make the property available to Declarant for inspection throughout the forty-five (45) day period. However, if such inspection is not reasonably capable of being completed within such forty-five (45) day period but Declarant commences good faith efforts to commence such inspection within such forty-five (45) day period and thereafter diligently prosecutes such efforts to completion, such forty-five (45) day period shall be extended for the period of time reasonably necessary for Declarant to commence and complete such inspection. Declarant shall pay the costs of such inspection and shall restore the subject property to the condition that existed immediately before such inspection, if practicable, within a commercially reasonable period of time.

(b) Settlement Statement and Conference; Declarant's Right to Repair.

(i) Within thirty (30) days after completion of the inspection under Section 11.5(a) above, Declarant shall submit a written statement to the Claimant stating Declarant's position regarding the items in the Claim Notice as well as a proposed settlement of the claim or claims identified in the Claim Notice and stating whether Declarant proposes to do any repair work, pay the Association a cash amount, or both (the "***Settlement Statement***"). Declarant shall have the right, in its sole discretion, to repair any items listed in the Claim Notice provided that such repair is undertaken and completed within a reasonable period of time and is performed within acceptable industry standards in effect when the building or other improvement was constructed. The Claimant shall provide Declarant with all necessary access to the Property to perform such repairs.

(ii) If Declarant delivers a timely Settlement Statement, then, within thirty (30) days after receipt of the Settlement Statement, the Claimant shall hold a settlement conference with Declarant to discuss the claim or claims identified in the Claim Notice and the proposed settlement stated in the Settlement Statement (the "***Settlement Conference***"). The Association shall be represented by at least a majority of the members of the Board of Directors at the Settlement Conference. The Claimant and Declarant may be represented by attorneys and consultants at the Settlement Conference and any mutually agreed upon continuation thereof.

(iii) If a settlement of the claim or claims identified in the Claim Notice is not reached within thirty (30) days after the Settlement Conference, or at any mutually agreed upon continuation thereof, the Claimant or Declarant may deliver to the other party, within thirty (30) days after the Settlement Conference, or any mutually agreed upon continuation thereof, a written request for nonbinding mediation. Either party to any such nonbinding mediation may elect to terminate such nonbinding mediation at any time, but not before the mediation has lasted at least three (3) hours, upon that party's determination that the nonbinding mediation has been unable to resolve the dispute, by giving written notice to the other party of such determination.

(iv) Any notice, request, statement, or other communication required to be sent to Declarant or the Claimant under this Article shall be mailed by first-class registered or certified mail, return receipt requested, sent by facsimile (provided the original is sent to the addressee on the same day by one of the other methods of delivery set forth in this Section), or personally served on the party entitled to receive such notice, request statement or other communication.

(c) Commencement of Action by the Association; Notice to Owners. Before the Association may bring an action for damages against Declarant based on any claim or claims identified in a Claim Notice, the Association shall make reasonable efforts to disseminate to each Owner:

(i) A statement of the claim of the Association against Declarant;

(ii) A copy of the written response of Declarant to the claim of the Association, including any proposed settlement delivered by Declarant to the Association;

(iii) Summary information about the Settlement Conference and the mediation;

(iv) A statement of the reasonably anticipated consequences of proceeding with litigation, including the estimated costs of pursuing litigation (the form and content of such statement to be subject to the reasonable judgment of the Board of Directors); and

(v) A statement that if Owners representing at least ten percent (10%) of the total votes in the Association (other than Declarant) request a special meeting of the Association to discuss the proposed litigation within thirty (30) days after the date the notice is mailed or otherwise delivered to the Owners, then a special meeting must be held.

(d) WAIVER OF JURY TRIAL. ANY ACTION AGAINST DECLARANT BY A CLAIMANT SHALL BE SOLELY BEFORE A JUDGE IN THE JURISDICTION WHERE THE PROPERTY IS LOCATED. THE ASSOCIATION AND ALL INDIVIDUAL OWNERS WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY THE ASSOCIATION OR ANY INDIVIDUAL OWNER AGAINST DECLARANT IN CONNECTION WITH ANY RIGHTS OR OBLIGATIONS BETWEEN THE ASSOCIATION AND/OR AN OWNER AGAINST DECLARANT REGARDLESS OF THE FORM OF THE CLAIM(S) MADE OR DAMAGES SOUGHT. THIS WAIVER OF JURY TRIAL WILL EXTEND TO ANY THIRD PARTY NAMED IN ANY PROCEEDING BY THE ASSOCIATION, ANY OWNER OR DECLARANT. BY ACQUIRING AN INTEREST IN ANY PORTION OF THE PROPERTY, EACH CLAIMANT ACKNOWLEDGES THAT THIS WAIVER IS MADE KNOWINGLY, VOLUNTARILY, AND AFTER CONSULTING WITH, OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH, COUNSEL OF ITS OWN CHOOSING AS TO THE MEANING OF THIS WAIVER.

(e) Compliance. Declarant and any Claimant may assert a substantial failure by the other to substantially comply with a material requirement of this Section 11.3 as a procedural deficiency in any action or proceeding, at law or in equity, involving Declarant and such Claimant. If the court before which such action or proceeding is pending shall find that Declarant or a Claimant has failed to substantially comply with a material requirement of this Section 11.3 and that the rights of a party have been substantially impaired, the parties shall be deemed to have consented to a stay in such action or proceeding, not to exceed ninety (90) days, during which Declarant and the Claimant shall, in good faith, establish compliance with such material requirement.

(f) Amendment. Notwithstanding any provision of this Declaration or the Bylaws to the contrary, no amendment to this Section 11.3 shall be made without the prior written consent of Declarant, which consent shall be recorded among the appropriate land records, provided, however, that the Claimant and Declarant may mutually agree, in writing, to modify or excuse any of the conditions or time periods set forth in this Section 11.3.

Section 11.4. *Enforcement*.

(a) The Declarant, the Association, any Owner, or any Mortgagee shall have the right to enforce, by any proceeding at law and/or in equity, all restrictions, conditions,

covenants, reservations, easements, liens, charges or other obligations or terms now or hereafter imposed by the provisions of this Declaration, or the Articles of Incorporation or Bylaws of the Association or any rule or regulation promulgated by the Association pursuant to its authority as provided in this Declaration, the Articles of Incorporation or Bylaws. Failure by the Declarant, the Association or by any Owner or Mortgagee of any Lot to enforce any covenants or restrictions herein contained or any provision of the Bylaws, Articles of Incorporation or rules and regulations of the Association shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within covenants or restrictions or any provision of the Bylaws or Articles of Incorporation of the Association cannot be adequately remedied by action at law or exclusively by recovery of damages. If the Declarant, the Association, or any Owner or Mortgagee of any Lot, successfully brings an action to extinguish a violation or otherwise enforce the provisions of this Declaration or the Articles of Incorporation or Bylaws of the Association, the costs of such action, including legal fees, shall become a binding, personal obligation of the Owner committing or responsible for such violation, and such costs shall also be a lien upon the Lot of such Owner, provided that the requirements of the mechanics lien laws of the District of Columbia are substantially fulfilled.

(b) Without limiting the generality of the foregoing, and in addition to any other remedies available, the Association after reasonable written notice, in writing, provided to the Member, may enter any Lot to remedy any violation of the provisions of this Declaration, the Bylaws, Articles of Incorporation or rules and regulations of the Association provided, however, that the Association may not enter the interior of any building on a Lot without the consent of its Owner except in exigent circumstances as provided in Section 3.6. The costs of such action shall become a binding, personal obligation of the Member otherwise responsible for such violation and shall also be a lien upon the Lot of such Owner.

Section 11.5. *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.

Section 11.6. *Duration and Amendment*. All covenants, conditions and restrictions set forth in this Declaration shall run with and bind the land and shall be perpetual unless expressly stated otherwise in this Declaration. Except as expressly set forth herein, including Sections 11.7 and 11.9 below, this Declaration may be amended by an instrument signed by, or the affirmative vote of, Members entitled to cast not less than sixty-seven percent (67%) of the total authorized votes of each Member Class. Any amendment must be recorded in the appropriate land records.

Section 11.7. *Changes and Modifications by Declarant*. For such time as it owns one (1) or more Lots, the Declarant shall have the right, without the consent of the Members of the Association or any other party, to (i) modify, amend or change any of the provisions of this Declaration as the Declarant may deem necessary or desirable to correct errors or omissions herein, (ii) amend this Declaration, the Articles of Incorporation and the Bylaws of the Association, as the Declarant may deem necessary or desirable, to change the name of the Association, and (iii) modify, amend or change any of the provisions of or exhibits to this Declaration as the Declarant may deem necessary or desirable.

Section 11.8. *Notice to Eligible Mortgage Holders; Deemed Consent*.

(a) The Association shall give prompt written notice to each Eligible Mortgage Holder of (and each Owner hereby consents to, and authorizes such notice):

(i) Any condemnation loss or any casualty loss which affects a material portion of the Common Area or any Lot subject to a First Mortgage or security interest held, insured, or guaranteed by such Eligible Mortgage Holder. No provision of this Declaration or the Articles of Incorporation or the Bylaws of the Association shall entitle any Member to any priority over the holder of any First Mortgage of record on his or her Lot with respect to the distribution to such Member of any insurance proceeds paid or payable on account of any damage or destruction, or proceeds of any condemnation or settlement relating to the taking, of any of the Common Area.

(ii) Any delinquency in the payment of Common Expense assessments or charges owed by an Owner whose Lot is subject to a First Mortgage or security interest held, insured, or guaranteed, by such Eligible Mortgage Holder which remains uncured for a period of sixty (60) days.

(iii) Any lapse, cancellation, or material modification of any insurance policy or fidelity coverage maintained by the Association.

(iv) Any other matter with respect to which Eligible Mortgage Holders are entitled to notice or to give their consent as provided in this Declaration.

(b) To be entitled to receive notice of the matters set forth in this Section, a written request shall be provided to the Board identifying the name and address of the Eligible Mortgage Holder and the Lot(s) on which it has (or insures or guarantees) the mortgage. Any Eligible Mortgage Holder or Mortgagee who is notified of any matter for which it is entitled to notice as provided herein (such notice to be delivered by certified or registered mail, return receipt requested), and which fails to respond within thirty (30) days of receipt of such notice shall be deemed to have consented, if applicable, to the matter of which the Eligible Mortgage Holder or Mortgagee was provided notice.

Section 11.9. *Declarant's Power of Attorney*. Notwithstanding any provision to the contrary contained in this Declaration, Articles of Incorporation or Bylaws, the Declarant hereby reserves for itself, its successors, transferees and assigns, for such time as it owns one (1) or more Lots or such other period as expressly provided in this Declaration, the right to execute on behalf of all contract purchasers, Owners, Eligible Mortgage Holders, mortgagees, and other lienholders or parties claiming a legal or equitable interest in any Lot or Common Area, any such agreements, documents, amendments or supplements to this Declaration, the Articles of Incorporation and Bylaws of the Association (i) which may be required by FNMA, FHA, VA, FHLMC, GNMA, the District of Columbia, any governmental or quasi-governmental agency or authority having regulatory jurisdiction over the Association, any public or private utility company designated by the Declarant, or any institutional lender or title insurance company designated by the Declarant, (ii) as may be required to comply with the federal Fair Housing Act or any other applicable laws or regulations, or (iii) in furtherance of other rights expressly reserved to Declarant under this Declaration including, without limitation, Sections 8.2(b) and 11.7.

(a) By acceptance of a deed to any Lot or by the acceptance of any other legal or equitable interest in the Lots or Common Area, each and every such contract purchaser, Owner, Eligible Mortgage Holder, mortgagee or other lienholder or party having a legal or equitable interest in any Lot or Common Area 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 of a Lot, or substantially increases the financial obligations of an 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 Owner(s) and all mortgagees holding any mortgage(s) encumbering the Lots owned by the affected Owner(s). Any such agreement, document, amendment, supplement or instrument which adversely affects the priority or validity of any mortgage which encumbers any Lot or Common Area shall not be made without the prior written consent of such Mortgagees.

(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 Lots and Common Area and shall 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 Lots and Common Area planned to be annexed within the jurisdiction of the Association or the expiration of same.

Section 11.10. *Successors of Declarant*. Any and all rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant hereunder, or any part of them, may be assigned and transferred (exclusively or non-exclusively) by the Declarant by an instrument, in writing, without notice to the Association.

Section 11.11. *No Dedication to Public Use*. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any Common Area or community facilities by any public or municipal agency, authority, or utility and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any of the Common Area or community facilities.

Section 11.12. *Incorporation by Reference on Resale*. In the event any Owner sells or otherwise transfers any Lot, any deed purporting to effect such transfer shall contain a provision incorporating by reference the covenants, restrictions, servitudes, easements, charges and liens set forth in this Declaration.

Section 11.13. *Declarant Reserved Rights*. No amendment to this Declaration, the Bylaws or the Articles of Incorporation may remove, revoke, or modify any right, reservation or privilege of the Declarant without the prior written consent of the Declarant or any successors or assignees of the Declarant.

Section 11.14. *Effect of SLC*.

(a) The original SLC as recorded with the District of Columbia Recorder of Deeds as Instrument No. 2022078007 affects the Property and certain neighboring parcels, including allocating development rights and responsibilities among the Property and such neighboring parcels given that they are consolidated as a single record lot for subdivision and zoning purposes. In such SLC, the Property is referred to as "Lot 826" (said Lot 826 was subsequently divided into the Commercial Lot and the Residential Lots). The Commercial Owner is hereby designated as the "Party" under the SLC and is irrevocably authorized to exercise rights under the SLC with respect to the Property including for purposes of any modification, extension, or amendment to the Development Plan as to all or any portion of the Property including, without limitation, entering into amendments to the SLC from time to time and executing estoppels with respect to the SLC on behalf of all Owners and all Lots within the Property. By acceptance of a deed to any Lot or by the acceptance of any other legal or equitable interest in any Lot, each and every such contract purchaser, Owner, Eligible Mortgage Holder, mortgagee or other lienholder or party having a legal or equitable interest in any Lot does automatically and irrevocably name, constitute, appoint and confirm the Commercial Owner, its successors, transferees and assigns, as attorney-in-fact for the purpose of taking such actions, including, without limitation, executing such amendments and other instruments necessary to effect any such modification, extension, or amendment to any component of the Development Plan (including the SLC) pursuant to its rights and authorities to act on behalf of all Owners under and with respect thereto, subject to Section 11.14(b) below. Said power of attorney 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 each Lot and shall 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. Notwithstanding the foregoing, if requested by the Commercial Owner, any other Owner shall promptly execute and deliver any such modifications, extensions, amendments or other instruments relating to the Development Plan (including the SLC), at the expense of the Commercial Owner.

(b) No action taken by the Commercial Owner with respect to the Development Plan (including the SLC) shall materially adversely impact the use of any Residential Lot as permitted under the Development Plan, or substantially increase the financial obligations of any Residential Owner, without the prior written consent of the affected Residential Owners and their Mortgagees.

(c) No Residential Owner shall cause or permit any action to be taken, or fail to take any action, with respect to its Residential Lot that would cause all or any portion of the Property to fail to comply with the SLC, any other provisions of the Development Plan, or other applicable law. Each Residential Owner shall indemnify and hold harmless the Commercial Owner and the other Residential Owners from any damage, loss or claims relating to the foregoing or any other breach of this Section 11.14 by such Residential Owner.

(d) Except as provided in this Section 11.14 and notwithstanding any other provision of this Declaration, the provisions of the SLC (as may be amended from time to time, including pursuant to this Section) shall supersede and take precedence over this Declaration

including, without limitation, any provisions of the SLC that may allocate rights and responsibilities for all or portions of the Property to the Commercial Owner, subject to Section 11.14(b) above.

Section 11.15. *No Residential Parking Permits or Visitor Parking Permits*. Pursuant to applicable Development Plan requirements of the District of Columbia, Residential Owners and residents of Residential Lot are not eligible to participate in the District of Columbia's Residential Parking Program (RPP) and Visitor Parking Program (VPP). Therefore, Residential Owners and other residents of Residential Lots will not be eligible to receive a zoned parking sticker to permit parking within any restricted areas of the neighborhood for longer than the general posted time limit.

Section 11.16. *Captions and Gender*. The captions contained in this Declaration are for convenience only and 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 or to aid in the construction or interpretation of this Declaration. Whenever in this Declaration the context so requires, the singular number shall include the plural and the converse, and the use of any gender shall be deemed to include all genders.

Section 11.17. *Exhibits*. All Exhibits attached to this Declaration are made a part of this Declaration and are incorporated into this Declaration by reference.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this instrument this 22 day of September, 2025.MK

DECLARANT:

WILLARD HOLDINGS III LLC, a Delaware limited liability company

By: M Keber

Name: Michael Keber

Title: Authorized Signer

_____)

) ss:

I hereby certify that on the 22 day of Sept, 2025, before me, a Notary Public, personally appeared Michael Keber, the Authorized Signer of Willard Holdings III LLC, who acknowledged executing the foregoing and annexed instrument for the purposes herein contained.

Witness my hand and notarial seal this 22 day of Sept, 2025.

Carol D Baker (SEAL)
Notary Public

My commission expires:

Sept 25, 2029

CAROL D BAKER
Notary Public-Maryland
Montgomery County
My Commission Expires
September 25, 2029

Exhibit A-1

Legal Description of the Property

Commercial Lot (Lot 830, Sq. 2069)

All that certain lot or parcel of land situated, lying and being in the District of Columbia, and being described as follows:

Lot 830 in Square 2069, part of Lot 52 per plat recorded in Book 219 at page 146 in the Office of the Surveyor of the District of Columbia, and being more particularly described as follows:

Commencing at a point, said point being a southeasterly corner of Square 2069 and being on the westerly line of Connecticut Avenue, N.W.; thence N 24°26'00" W 20.71 feet with said westerly line of Connecticut Avenue, N.W. to the Point of Beginning; thence the following courses and distances all without lower elevation limit and upper elevation limit of 233.25 (Middle Planned Second Floor Slab):

Departing said west line of Connecticut Avenue, N.W., N 74°04'00" W 97.24 feet to a point; thence

N 15°56'00" E 23.95 feet to a point; thence

S 88°15'00" E 65.28 feet to a point, said point being on said westerly line of Connecticut Avenue, N.W.; thence

S 24°26'00" E 52.43 feet with said westerly line of Connecticut Avenue, N.W. to the Point of Beginning containing 2,700 square feet by record.

NOTE: Said property being now known for purposes of Assessment and Taxation as Lot numbered Eight Hundred Thirty (830) in Square numbered Two Thousand Sixty-Nine (2069).

Residential Lot 1 (Lots 834 & 7005, Sq. 2069)

All that certain lot or parcel of land situated, lying and being in the District of Columbia, and being described as follows:

Lot 834 in Square 2069, part of Lot 52 per plat recorded in Book 219 at page 146 in the Office of the Surveyor of the District of Columbia, and being more particularly described as follows:

Commencing at a point, said point being a southeasterly corner of Square 2069 and being on the westerly line of Connecticut Avenue, N.W.; thence S 65°34'00" W 5.81 feet to a point, said point being on the northerly line of Newark Street, N.W.; thence N 74°04'00" W 84.12 feet with said northerly line of Newark Street, N.W. to the Point of Beginning; thence the following courses and distances all without lower elevation limit and upper elevation limit of 232.75-233.25 (Middle Planned Second Floor Slab):

N 74°04'00" W 22.11 feet with said north line of Newark Street, N.W. to a point; thence

Departing said northerly line of Newark Street, N.W. N 15°56'00" E 19.55 feet to a point;

thence S 74°04'00" E 22.11 feet to a point; thence

S 15°56'00" W 19.55 feet to the Point of Beginning containing 432 square feet by record.

NOTE: Said property being now known for purposes of Assessment and Taxation as Lot numbered Eight Hundred Thirty-Four (834) in Square numbered Two Thousand Sixty-Nine (2069).

AND

All that certain lot or parcel of land situated, lying and being in the District of Columbia, and being described as follows:

Lot 7005 in Square 2069, part of Lot 52 per plat recorded in Book 219 at page 146 in the Office of the Surveyor of the District of Columbia, and being more particularly described as follows:

Commencing at a point, said point being a southeasterly corner of Square 2069 and being on the westerly line of Connecticut Avenue, N.W.; thence S 65°34'00" W 5.81 feet to a point, said point being on the northerly line of Newark Street, N.W.; thence N 74°04'00" W 84.12 feet with said northerly line of Newark Street, N.W. to the Point of Beginning; thence the following courses and distances all with lower elevation limit of 232.75-233.25 (Middle Planned Second Floor Slab) and without upper elevation limit:

N 74°04'00" W 22.11 with said north line of Newark Street, N.W. to a point; thence

Departing said northerly line of Newark Street, N.W. N 15°56'00" E 43.50 feet to a point; thence

S 88°15'00" E 22.50 feet to a point; thence

S 15°56'00" W 24.0 feet to a point; thence

S 74°04'00" E 0.30 feet to a point; thence

S 15°56'00" W 25.0 feet to the Point of Beginning containing 1,016 square feet by record.

NOTE: Said property being now known for purposes of Assessment and Taxation as Lot numbered Seven Thousand Five (7005) in Square numbered Two Thousand Sixty-Nine (2069).

Residential Lot 2 (Lots 833 & 7004, Sq. 2069)

All that certain lot or parcel of land situated, lying and being in the District of Columbia, and being described as follows:

Lot 833 in Square 2069, part of Lot 52 per plat recorded in Book 219 at page 146 in the Office of the Surveyor of the District of Columbia, and being more particularly described as follows:

Commencing at a point, said point being a southeasterly corner of Square 2069 and being on the westerly line of Connecticut Avenue, N.W.; thence S 65°34'00" W 5.81 feet to a point, said point being on the northerly line of Newark Street, N.W.; thence N 74°04'00" W 66.15 feet with said northerly line of Newark Street, N.W. to the Point of Beginning; thence the following courses and distances all without lower elevation limit and upper elevation limit of 231.25-233.25 (Middle Planned Second Floor Slab):

N 74°04'00" W 17.97 feet with said north line of Newark Street, N.W. to a point; thence

Departing said northerly line of Newark Street, N.W. N 15°56'00" E 19.55 feet to a point; thence

S 74°04'00" E 17.97 feet to a point; thence

S 15°56'00" W 19.55 feet to the Point of Beginning containing 351 square feet by record.

NOTE: Said property being now known for purposes of Assessment and Taxation as Lot numbered Eight Hundred Thirty-Three (833) in Square numbered Two Thousand Sixty-Nine (2069).

AND

All that certain lot or parcel of land situated, lying and being in the District of Columbia, and being described as follows:

Lot 7004 in Square 2069, part of Lot 52 per plat recorded in Book 219 at page 146 in the Office of the Surveyor of the District of Columbia, and being more particularly described as follows:

Commencing at a point, said point being a southeasterly corner of Square 2069 and being on the westerly line of Connecticut Avenue, N.W.; thence S 65°34'00" W 5.81 feet to a point, said point being on the northerly line of Newark Street, N.W.; thence N

74°04'00" W 66.15 feet with said northerly line of Newark Street, N.W. to the Point of Beginning; thence the following courses and distances all with lower elevation limit of 231.25-233.25 (Middle Planned Second Floor Slab) and without upper elevation limit:

N 74°04'00" W 17.97 feet with said north line of Newark Street, N.W. to a point; thence

Departing said northerly line of Newark Street, N.W. N 15°56'00" E 25.0 feet to a point; thence

N 74°04'00" W 0.30 feet to a point; thence

N 15°56'00" E 24.0 feet to a point; thence S 88°15'00" E 18.07 feet to a point; thence

S 15°56'00" W 28.59 feet to a point; thence S 74°04'00" E 0.75 feet to a point; thence

S 15°56'00" W 24.85 feet to the Point of Beginning containing 909 square feet by record.

NOTE: Said property being now known for purposes of Assessment and Taxation as Lot numbered Seven Thousand Four (7004) in Square numbered Two Thousand Sixty-Nine (2069).

Residential Lot 3 (Lots 832 & 7003, Sq. 2069)

All that certain lot or parcel of land situated, lying and being in the District of Columbia, and being described as follows:

Lot 832 in Square 2069, part of Lot 52 per plat recorded in Book 219 at page 146 in the Office of the Surveyor of the District of Columbia, and being more particularly described as follows:

Commencing at a point, said point being a southeasterly corner of Square 2069 and being on the westerly line of Connecticut Avenue, N.W.; thence S 65°34'00" W 5.81 feet to a point, said point being on the northerly line of Newark Street, N.W.; thence N 74°04'00" W 48.15 feet with said northerly line of Newark Street, N.W. to the Point of Beginning; thence the following courses and distances all without lower elevation limit and upper elevation limit of 229.75-233.25 (Middle Planned Second Floor Slab):

N 74°04'00" W 18.0 feet with said north line of Newark Street, N.W. to a point; thence

Departing said northerly line of Newark Street, N.W. N 15°56'00" E 19.55 feet to a point; thence

S 74°04'00" E 18.0 feet to a point; thence

S 15°56'00" W 19.55 feet to the Point of Beginning containing 352 square feet by record.

NOTE: Said property being now known for purposes of Assessment and Taxation as Lot

numbered Eight Hundred Thirty-Two (832) in Square numbered Two Thousand Sixty-Nine (2069).

AND

All that certain lot or parcel of land situated, lying and being in the District of Columbia, and being described as follows:

Lot 7003 in Square 2069, part of Lot 52 per plat recorded in Book 219 at page 146 in the Office of the Surveyor of the District of Columbia, and being more particularly described as follows:

Commencing at a point, said point being a southeasterly corner of Square 2069 and being on the westerly line of Connecticut Avenue, N.W.; thence S 65°34'00" W 5.81 feet to a point, said point being on the northerly line of Newark Street, N.W.; thence N 74°04'00" W 48.15 feet with said northerly line of Newark Street, N.W. to the Point of Beginning; thence the following courses and distances all with lower elevation limit of 229.75-233.25 (Middle Planned Second Floor Slab) and without upper elevation limit:

N 74°04'00" W 18.0 feet with said north line of Newark Street, N.W. to a point; thence

Departing said northerly line of Newark Street, N.W. N 15°56'00" E 24.85 feet to a point; thence

N 74°04'00" W 0.75 feet to a point; thence

N 15°56'00" E 28.59 feet to a point; thence S 88°15'00" E 18.05 feet to a point; thence

S 15°56'00" W 33.02 feet to a point; thence S 74°04'00" E 1.25 feet to a point; thence

S 15°56'00" W 24.85 feet to the Point of Beginning containing 986 square feet by record.

NOTE: Said property being now known for purposes of Assessment and Taxation as Lot numbered Seven Thousand Three (7003) in Square numbered Two Thousand Sixty-Nine (2069).

Residential Lot 4 (Lots 831 & 7002, Sq. 2069)

All that certain lot or parcel of land situated, lying and being in the District of Columbia, and being described as follows:

Lot 831 in Square 2069, part of Lot 52 per plat recorded in Book 219 at page 146 in the Office of the Surveyor of the District of Columbia, and being more particularly described as follows:

Beginning at a point, said point being a southeasterly corner of Square 2069 and being on

the westerly line of Connecticut Avenue, N.W.; thence the following courses and distances all without lower elevation limit and upper elevation limit of 228.25-233.25 (Middle Planned Second Floor Slab):

S 65°34'00" W 5.81 feet to a point, said point being on the northerly line of Newark Street, N.W.; thence

N 74°04'00" W 48.15 feet with said northerly line of Newark Street, N.W. to a point; thence

Departing said northerly line of Newark Street, N.W. N 15°56'00" E 19.55 feet to a point; thence

S 74°04'00" E 39.16 feet to a point, said point being on said westerly line of Connecticut Avenue, N.W.; thence

S 24°26'00" E 20.71 feet with said westerly line of Connecticut Avenue, N.W. to the Point of Beginning containing 913 square feet by record.

NOTE: Said property being now known for purposes of Assessment and Taxation as Lot numbered Eight Hundred Thirty-One (831) in Square numbered Two Thousand Sixty-Nine (2069).

AND

All that certain lot or parcel of land situated, lying and being in the District of Columbia, and being described as follows:

Lot 7002 in Square 2069, part of Lot 52 per plat recorded in Book 219 at page 146 in the Office of the Surveyor of the District of Columbia, and being more particularly described as follows:

Beginning at a point, said point being a southeasterly corner of Square 2069 and being on the westerly line of Connecticut Avenue, N.W.; thence the following courses and distances all with lower elevation limit of 228.25-233.25 (Middle Planned Second Floor Slab) and without upper elevation limit:

S 65°34'00" W 5.81 feet to a point, said point being on the northerly line of Newark Street, N.W.; thence

N 74°04'00" W 48.15 feet with said north line of Newark Street, N.W. to a point; thence

Departing said northerly line of Newark Street, N.W. N 15°56'00" E 24.85 feet to a point; thence

N 74°04'00" W 1.25 feet to a point; thence

N 15°56'00" E 33.02 feet to a point; thence

S 88°15'00" E 6.66 feet to a point, said point being on said westerly line of Connecticut Avenue, N.W.; thence

S 24°26'00" E 73.14 feet with said westerly line of Connecticut Avenue, N.W. to the Point of Beginning containing 1,837 square feet by record.

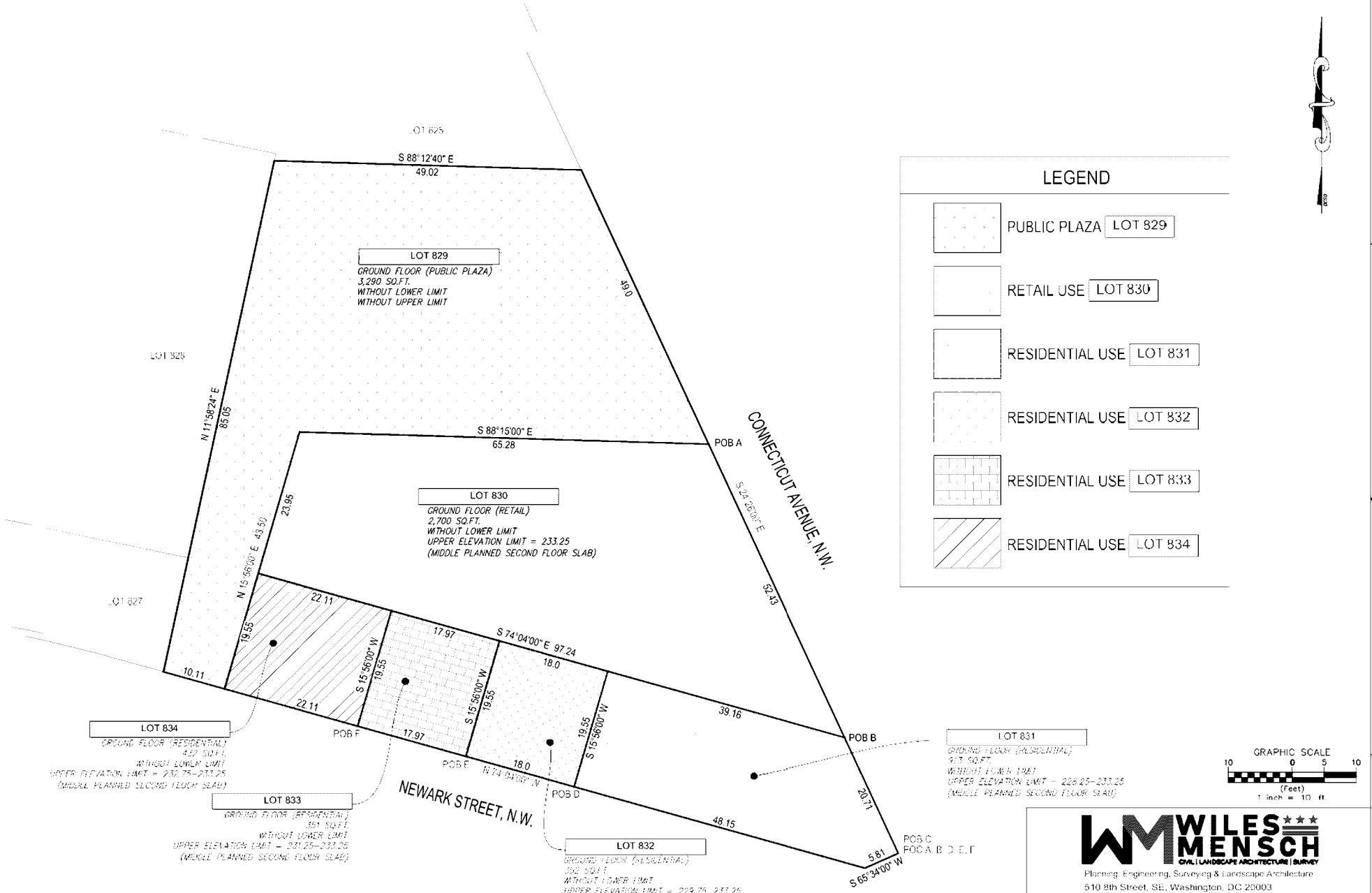
NOTE: Said property being now known for purposes of Assessment and Taxation as Lot numbered Seven Thousand Two (7002)in Square numbered Two Thousand Sixty-Nine (2069).

Exhibit A-2

Depiction of Commercial Lot and Residential Lots

[Attached]

NOTE: The Plaza—Lot 829, Square 2069—shown and labeled as "Public Plaza" on the attached Exhibit A-2 plan is not part of the Property that is subject to this Declaration.



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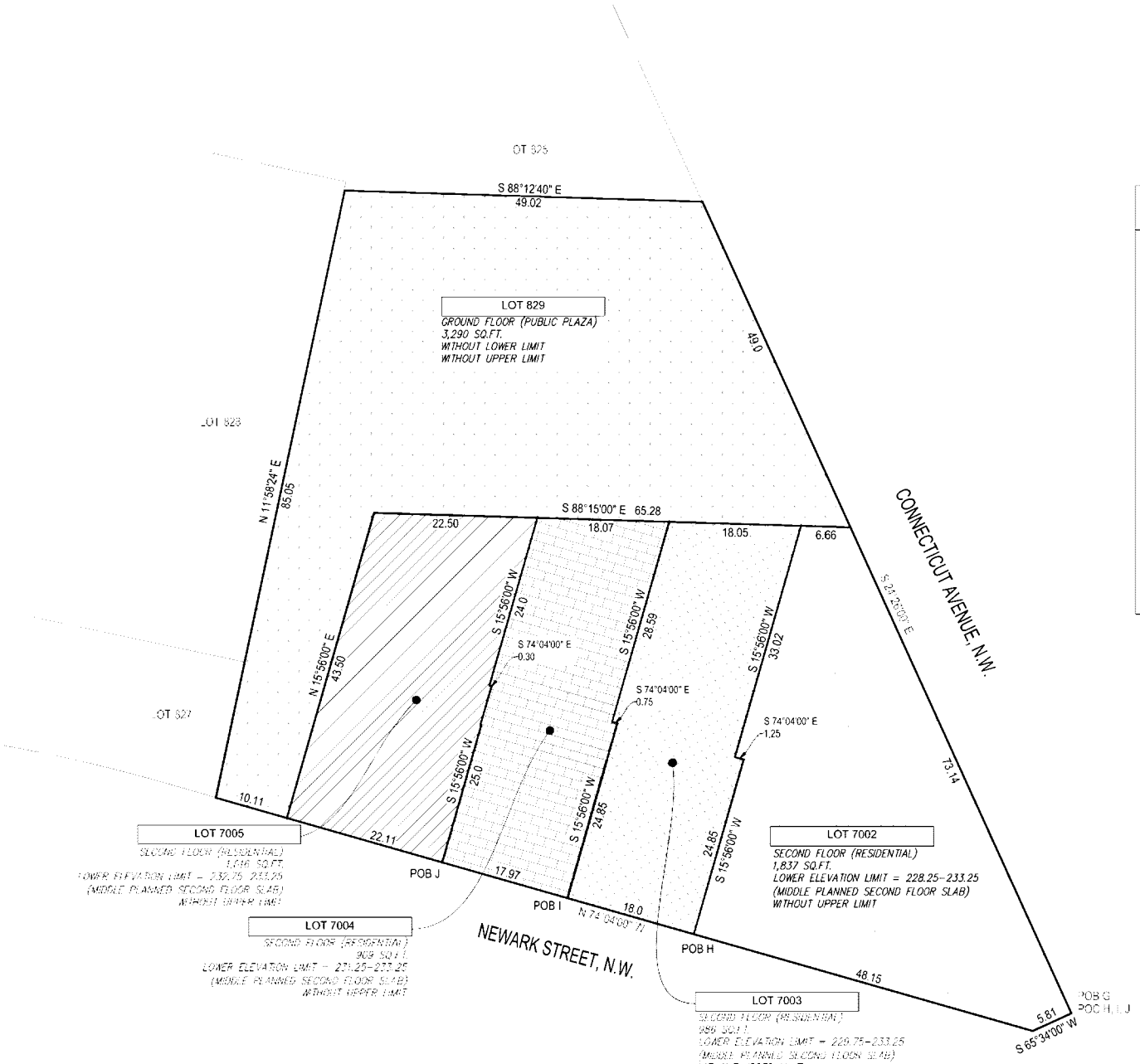
(T) 202-638-4040 www.WM-DC.com

DRAWING TITLE
TAX LOT DIVISION EXHIBIT
GROUND FLOOR
OF 806 SQUARE 2069
3408 CONNECTICUT AVENUE, N.W.
WASHINGTON, DC

JOB NO. 19077.20

SCALE: 1" = 10' | DATE: 2024-12-09 | SHEET 2 OF 3



LEGEND

- PUBLIC PLAZA LOT 829
- RESIDENTIAL USE LOT 7002
- RESIDENTIAL USE LOT 7003
- RESIDENTIAL USE LOT 7004
- RESIDENTIAL USE LOT 7005

GRAPHIC SCALE
10 0 5 10
(Feet)
1 inch = 10 ft.

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SECOND FLOOR
LOT 826 SQUARE 2069
3408 CONNECTICUT AVENUE, N.W.
WASHINGTON, DC

JOB NO. 19077.20

SCALE:	DATE:	SHEET
1" = 10'	2024-12-09	3 OF 3

Exhibit B

Assessment Allocations

Item	**Performed by**	**Payment Allocation**
Bio-retention facility maintenance, repairs and replacement	Association	Each Owner per Pro-Rata Allocation to All Lots
DC -Potable Water Service	Directly billed by third party to Owner	Each Owner charged per water submeter to its Lot
DC-Fire Water Service to 3408 Connecticut Ave. Standpipe	Billed by DC to the Association	Routine meter fees: Each Owner per Pro-Rata Allocation to All Lots Non-Routine meter fees due to fire or other sprinkler use: Allocated by the Association to the Owner(s) of Lot(s) in which sprinklers were used
DC-Sanitary Sewer	Directly billed by third party to Owner	Each Owner charged per water submeter to its Lot
Residential Trash Room maintenance, repairs and replacement	Association	Each Residential Owner 25%
Roof and balcony maintenance, repairs and replacement (except for roof terrace pavers on Residential Lots 1, 3, and 4)	Association	Each Owner per Pro-Rata Allocation to All Lots
Roof terrace pavers on Residential Lots 1, 3, and 4 maintenance, repairs and replacement	Association	Allocated based on roof terrace square footages Residential Lot 1 (2907 Newark St): 14.65% Residential Lot 3 (2903 Newark St): 12.76% Residential Lot 4 (2901 Newark St): 72.59%

Item	Performed by	Payment Allocation
Exterior Façade maintenance, repairs and replacement	Association	Each Owner per Pro-Rata Allocation to All Lots
Roof access ladder maintenance, repairs and replacement	Association	Each Owner per Pro-Rata Allocation to All Lots
Association administrative expenses	Association	Each Owner per Pro-Rata Allocation to All Lots
Association insurance premiums	Association	Each Owner per Pro-Rata Allocation to All Lots
Life safety systems serving the Lots, including fire sprinkler and fire alarm systems, including annual testing and maintenance, repairs and replacement of such systems	Association	Each Owner per Pro-Rata Allocation to All Lots
Annual Termite Inspection	Association	Each Owner per Pro-Rata Allocation to All Lots
Association Management	Association	Each Owner per Pro-Rata Allocation to All Lots
Other Common Expenses and maintenance, repairs and replacements not listed above or provided otherwise in this Declaration that are performed by or through the Association for all Lots	Association	Each Owner per Pro-Rata Allocation to All Lots
Any Common Expenses and maintenance, repairs and replacements not listed above or provided otherwise in this Declaration that are performed by or through the Association for all Residential Lots (but not for Commercial Lot)	Association	Each Residential Owner per Pro-Rata Allocation to all Residential Lots

Item	Performed by	Payment Allocation
Any Common Expenses and maintenance, repairs and replacements not listed above or provided otherwise in this Declaration that are performed by or through the Association for the Commercial Lot only	Association	Commercial Owner 100%

Lot	Square Footage	Pro-Rata Allocation to all Residential Lots	Pro-Rata Allocation to All Lots
Residential Lot 1—2907 Newark St	1,204 sq. ft.	20.5%	13.9%
Residential Lot 2—2905 Newark St	1,531 sq. ft.	26.0%	17.7%
Residential Lot 3—2903 Newark St	1,722 sq. ft.	29.3%	19.9%
Residential Lot 4—2901 Newark St	1,426 sq. ft.	24.2%	16.5%
Total for Residential Lots	**5,883 sq. ft.**	**100.0%**	
Commercial Lot—3408 Conn. Ave.	2,757 sq. ft.		31.9%
Total for All Lots	**8,640 sq. ft.**		**100.0%**

Square Footage of Residential Lots calculated per ANSI Standard Z765-2003
Square Footage of Commercial Lot calculated per ANSI/BOMA Z65.5-2020

Exhibit C

Insurance Responsibility Matrix

Insurance Item	Party Responsible for Insuring	Insurance Carrier Policy
Property Insurance		
Building Structure includes foundation, Podium Slab Assembly (see below) and Exterior Walls (see below) for all Lots; and also includes the Mechanical Room located in the Commercial Lot (including demising walls), and Trash Room (including demising wall). The Building Structure includes the cavity between the Exterior Walls and the Perimeter Drywall (defined below). Exterior Walls exclude any decorative non-structural elements attached to the wall surface (e.g., signage, trellises).	Association	Association's master property policy
"Exterior Walls" shall mean and include the entire exterior vertical envelope of the building enclosing interior spaces, including any windows and glazing, the doors, door frames, door hardware, or other openings. An Exterior Wall shall comprise the following: all structural framing components (e.g., concrete, masonry, steel, or wood framing); all exterior sheathing and substrate layers; weather barrier materials (e.g., moisture barriers or vapor wraps); all cladding materials, including brick, stucco, siding, or panels; all associated waterproofing systems (e.g., flashing, caulking, and sealants); any architectural features integral to the wall structure, including parapets and insulation permanently affixed to the wall system.	Association	Association's master property policy

Insurance Item	Party Responsible for Insuring	Insurance Carrier Policy
"Podium Slab Assembly" (also referred to as the "Transfer Slab" or "Fire-Rated Deck"): The horizontally constructed structural concrete slab forming the upper boundary of the Commercial Lot and the lower boundary of the Residential Lots, designed to carry and transfer the vertical load of the residential structure to the base structure below. The Podium Slab includes all structural components, waterproofing membranes, fire-rated assemblies, insulation, and sound attenuation systems within the slab thickness. The Commercial Owner shall be responsible for the maintenance, repair, and replacement of anything below the Podium Slab Assembly (including ceiling finishes, fireproofing, insulation, and conduit servicing the commercial space), and the Association shall be responsible for the maintenance, repair, and replacement of the Podium Slab Assembly up to but not including the finish flooring above the subfloor in the Residential Lots. The Association shall be responsible for the originally constructed subfloor assemblies, insulation, and systems serving each Residential Lot. The Association shall maintain and insure the structural slab and fire separation components.	Association	Association's master property policy
Shared Features of Townhome Roofs & Balconies: Refers to the complete roofing assembly, including the structural roof decking, waterproofing membrane, insulation, vapor barrier, and any surface treatments (e.g., pavers, ballast, or walkable surface) that form the primary roof over the townhomes or commercial space and may simultaneously serve as either a roof or outdoor space (e.g., balcony, deck, terrace). This system provides both weather protection and functional or structural support, and is considered a shared building element including the roof access ladder.	Association	Association's master property policy

Insurance Item	Party Responsible for Insuring	Insurance Carrier Policy
Non-Shared Features of Residential Lot Roofs & Balconies: HVAC equipment, and personal property on a roof or balcony, such as private planters, patio furniture, aesthetic and decorative elements only serving a Residential Lot.	Individual Residential Owner	Individual Owner's policy
Townhome Interior: Perimeter Drywall to Perimeter Drywall, but not including the Exterior Walls in a Residential Lot. The Townhome Interior of each Residential Lot includes finishes, cabinetry, fixtures, interior drywall, including Perimeter Drywall, finished flooring (but not the subflooring as originally constructed) appliances, equipment, personal property, and all piping and electrical once it enters a townhome at the exterior drywall. **"Perimeter Drywall"** means the interior drywall affixed to the interior perimeter walls of a townhome which abut its Exterior Walls or constitute a demising wall between the townhome and an adjacent townhome, as the case may be.	Individual Residential Owner	Individual Owner's policy
Townhome ground level exterior to Newark Street: Includes Residential Lot stairs, stoop, and walkway as well as yard, landscaping, personal property, etc., located on the Residential Lot.	Individual Residential Owner ---------- Note: Residential Lot 4 (2901 Newark St.) includes any such items not identified as Shared Components (See next item)	Individual Owner's policy
Residential Lot 4 (2901 Newark St.) Shared Components - Trash Room railing, walkway to Trash Room, and concrete storm water bio retention facility.	Association	Association's master property policy
Commercial Interior Shared: - See Building Structure	Association	Association's master property policy

Insurance Item	Party Responsible for Insuring	Insurance Carrier Policy
Ventilation Shaft and Duct that serves the Commercial Lot	Association	Association's master property policy
Commercial Interior Non-Shared: All improvements within the Commercial Lot except for the Building Structure and ventilation shaft and duct insured under the Association's master property policy	Commercial Owner or Tenant	Commercial Owner's or Tenant's property insurance
All other items within a Lot that are not identified as an Association insurance responsibility	Lot Owner	Individual Owner's policy
Liability and Other Insurance		
Commercial General Liability Insurance per the Declaration	Association	Association's liability policy
Residential Lot Owner Liability Insurance per the Declaration	Individual Residential Owner	Individual Owner's policy
Commercial Lot Liability Insurance	Commercial Owner or Tenant of Commercial Lot	Commercial Owner's or Tenant's GL policy
Flood / Earthquake (if required)	Association (if applicable)	Separate earthquake/flood policy under Association or waived
Directors & Officers (D&O) Insurance for the Association's directors and officers	Association	D&O policy under Association

NOTES:

Mechanical Room located in the Commercial Lot contains:	Electrical main, water main, Sprinkler main, Gas main
Utility Runs	Utilities (see Mechanical Room) have individual runs to all 5 Lots from the mechanical room
Sewer line - Townhomes	Each Townhome has line to main on Newark St.
Sewer line – Commercial Lot	Has line to main on Connecticut Ave.
Plaza - Not a part of Association	Lot 829, Sq. 2069 includes area outside of commercial space and stairs/walkways

Exhibit D

Maintenance Responsibility Matrix

Component	Responsible Party	Maintenance Notes
Building Structure as defined in the Exhibit C Insurance Responsibility Matrix (including the Podium Slab Assembly, Exterior Walls, Mechanical Room located in the Commercial Lot (including demising walls) and Trash Room (including demising wall) each as defined and/or referenced in Exhibit C)	Association	Association responsible for maintenance, repairs and replacement. Lot Owner may not alter or damage these shared elements.
Residential Lots (Townhomes) above Commercial Lot podium: In addition to the Building Structure, interior demising walls between Residential Lots and shared features of Townhome Roofs and Balconies	Association	Association responsible for maintenance, repairs and replacement. Lot Owner may not alter or damage these shared elements. The Association is responsible for the Podium Slab Assembly (including subfloor assemblies, insulation, and systems serving the Residential Lots), Exterior Walls, and the wall cavity between Exterior Walls and Perimeter Drywall and between demising walls. The Owner of a Residential Lot is responsible for maintenance (including painting), repairs and replacement of its interior drywall, including Perimeter Drywall, and maintenance, repairs, and replacement of the surface finish flooring above the subfloor assemblies in its Residential Lot.
Specific Building Structure Items:		
Windows	Association	Association responsible for maintenance, repairs and replacement. If a Lot Owner alters or damages such items, the cost may be charged to the Lot Owner. Lot Owner must adhere to Historical Overlay requirements. Normal day-to-day interior window

Component	Responsible Party	Maintenance Notes
		cleaning is the responsibility of the Lot Owner.
Exterior Doors	Association	Association responsible for maintenance, repairs and replacement. If a Lot Owner alters or damages such items, the cost may be charged to the Lot Owner. Normal day-to-day maintenance is the responsibility of the Lot Owner.
Exterior Walls	Association	Association is responsible for maintenance, inspection, repairs and replacement.
Commercial Floor Slab	Commercial Owner	Commercial Owner is responsible for maintenance, repairs and replacement and should coordinate with the Association and other affected Owners or occupants if other Lots are impacted.
Commercial Interior Non-Shared: All improvements within the Commercial Lot, except for the Building Structure, or items that are listed hereon as the responsibility of the Association.	Commercial Owner	The Commercial Owner shall be responsible for maintenance, repairs and replacement of all improvements within the Commercial Lot beyond the originally delivered cold shell condition of the Commercial Lot, including the lower cavity below the Podium Slab Assembly, the ceiling finishes, fireproofing, insulation, and conduit servicing the Commercial Lot. The Commercial Owner should coordinate with either the Association or other affected Owners or occupants if other Lots are impacted. The Association is responsible, in coordination with the Commercial Owner, for maintenance, repairs and replacement of the dedicated ventilation shaft and duct that serves the Commercial Lot, and the Association may charge the Commercial Owner for the costs associated with maintenance, repairs and replacement of such ventilation shaft and duct.

Component	Responsible Party	Maintenance Notes
Shared Features of Townhome Roofs & Balconies: Refers to the complete roofing assembly, including the structural roof decking, waterproofing membrane, insulation, vapor barrier, and any surface treatments (e.g., pavers, ballast, or walkable surface) that form the primary roof over the townhomes or commercial space and may simultaneously serve as either a roof or outdoor space (e.g., balcony, deck, terrace). This system provides both weather protection and functional or structural support, and is considered a shared building element including the roof access ladder	Association	Association is responsible for maintenance, repairs and replacement. If a Lot Owner alters or damages such items, the cost may be charged to the Lot Owner.
Non-Shared Features of Townhome Roofs & Balconies: HVAC equipment, and personal property on a roof or balcony, such as private planters, patio furniture, aesthetic and decorative elements only serving a Residential Lot.	Individual Residential Owner	Residential Owner responsible for maintenance, repairs and replacement and should coordinate with the Association and other affected Owners or occupants if other Lots are impacted.
Townhome Interior: Perimeter Drywall to Perimeter Drywall, but not including the Exterior Walls in a Residential Lot. The Townhome Interior of each Residential Lot includes finishes, cabinetry, fixtures, interior drywall, including Perimeter Drywall, finished flooring (but not the subflooring as originally constructed) appliances, equipment, personal property, and all piping and electrical once it enters a townhome at the exterior drywall. **"Perimeter Drywall"** means the interior drywall affixed to the interior perimeter walls of a townhome which abut its Exterior Walls or constitute a demising wall between the townhome and an adjacent townhome, as the case may be.	Individual Residential Owner	Each Residential Owner shall be responsible for maintenance, repairs and replacement of all items located inside of and including the Perimeter Drywall in the townhome constructed on its Residential Lot, and the Townhome finish flooring as originally constructed and up to but not including the Shared Roof & Balcony), except for those items that are specifically listed hereon as the responsibility of the Association. A Residential Owner should coordinate with the Association and other affected Owners or occupants if other Lots are impacted.

Component	Responsible Party	Maintenance Notes
HVAC &Utilities:		
HVAC Systems & Components (Individual Lots)	Individual Lot Owner	Individual systems maintained, repaired, and replaced by Lot owner.
Plumbing and related systems and components--Shared main to manifold to individual piping until it enters a Townhome	Association	Association is responsible for maintenance, repairs and replacement of shared plumbing systems and components to the Mechanical Room manifold and the individual runs to where they enter a Townhome. Water damage to a Townhome when the primary source of such problem is through the negligence of the occupants of that Townhome is the responsibility of the Owner of such Residential Lot.
Plumbing, related systems and components inside Townhome	Individual Residential Owner	Residential Owner is responsible for maintenance, repairs and replacement for all plumbing, related systems and components within its Townhome including fixtures and appliances attached thereto. A Residential Owner should coordinate such work with the

Component	Responsible Party	Maintenance Notes
		Association and other affected Owners or occupants if other Lots are impacted.
Electrical, related systems and components--Shared main until it enters a Residential Lot at the electrical cabinet	Association	Association responsible for the maintenance, repairs and replacement of shared electrical infrastructure.
Electrical, related systems and components inside Townhome including the electrical cabinet	Individual Residential Owner	Residential Owner is responsible for maintenance, repairs and replacement for all electrical lines, related systems and components within its Townhome including fixtures and appliances attached thereto. A Residential Owner should coordinate such work with the Association and other affected Owners or occupants if other Lots are impacted.
Front Yard Landscaping and Improvements (Includes Lot stairs, stoop, and walkway as well as yard, landscaping, personal property, etc., located on the Owner's Lot.)	Lot Owner	Lot owner responsible for all landscaping, maintenance, and repairs in exclusive front yard areas of Lot.
Residential Lot 4 (2901 Newark St.) Shared Components - Trash Room railing, walkway to Trash Room, and concrete storm water bio retention facility.	Association	Association responsible for maintenance, repairs and replacement. If a Lot Owner alters or damages such items, the cost may be charged to the Lot Owner.
Stairwells (shared)	None	N/A
Elevators	None	N/A
Annual Termite Inspections	Association	Association responsible for scheduling regular termite inspections.

Component	Responsible Party	Maintenance Notes
Pest Control	Lot Owner	Pest issues for each Lot are the responsibility of each respective Lot Owner.
NOTE:		
Plaza Walkways, Stairway, & Plaza Area	Plaza Owner	Not a part of the Association; Plaza Owner responsible

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DANIEL ALTOMARE
DEPUTY RECORDER OF DEEDS
WASH DC RECORDER OF DEEDS

RECORDING FEES	$25.00
SURCHARGE	$5.00
TOTAL:	$30.00