

**First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for
Uptown Property Owners Association, Inc.**

This First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Uptown Property Owners Association, Inc. (this “**Amendment**”) is made effective the 10th day of June, 2026, by WILLARD HOLDINGS III LLC, a Delaware limited liability company (the “**Declarant**”), and UPTOWN PROPERTY OWNERS ASSOCIATION, INC., a District of Columbia nonstock, nonprofit corporation (the “**Association**”).

RECITALS:

A. Declarant recorded that certain Declaration of Covenants, Conditions, Easements and Restrictions for Uptown Property Association, Inc. with the Office of the Recorder of Deeds for the District of Columbia (“Land Records”) as Document No. 2025093569 (the “Declaration”). The Declaration was recorded against the real property described in the legal descriptions attached as Exhibit A-1 to the Declaration, comprised of a Commercial Lot and four Residential Lots, all as more particularly described on Exhibit A-1 to the Declaration, including all improvements and appurtenances thereto, which property is referred to in the Declaration as the “Property”. For reference, a copy of said legal descriptions are attached hereto as Exhibit A.

B. Declarant currently owns the Commercial Lot and three of the Residential Lots.

C. Pursuant to its rights to amend the Declaration, including pursuant to Section 11.7(iii), Declarant is amending the Declaration as set forth in this Amendment to, among other things, address certain rights and obligations with respect to the use of certain rooftop areas in the Property for the benefit of the Commercial Owner, the Commercial Lot and its tenants, and to address certain rights and obligations for bike storage lockers that may be installed in the public right of way adjacent to the Property.

NOW, THEREFORE, in consideration of the foregoing recitals, each of which is incorporated into and made a substantive part of this Amendment, the Declaration is hereby amended as follows.

1. Capitalized terms used in this Amendment but not defined in this Amendment have the meanings set forth for them in the Declaration.

2. A new Section 3.14 is hereby added to the Declaration as follows:

“Section 3.14. Easements for Commercial Lot Rooftop Mechanical Equipment.”

(a) Exclusive easements are hereby granted, reserved and confirmed for the benefit of the Commercial Lot and Commercial Owner and tenants of the Commercial Lot for the installation, operation, maintenance, repair and replacement of mechanical equipment including HVAC and ventilation equipment and appurtenances that serve the Commercial Lot (collectively, ***“Commercial Rooftop Equipment”***), including restaurants and other retail businesses that may occupy the Commercial Lot from time to time, within and upon the building rooftop area of the Property that is shown shaded and labeled as “Rooftop Easement Area” on the plan attached as Exhibit E hereto (the ***“Rooftop Easement Area”***). Such easements shall also include use of the ventilation shaft(s) and duct(s) within the building that serve the Commercial Lot, which shall be exclusive to the extent any such shaft(s) or duct(s) serve the Commercial Lot exclusively and non-exclusive to the extent their use is shared with other Lots. Non-exclusive easements and rights are hereby granted, reserved and confirmed for the benefit of the Commercial Lot and Commercial Owner and tenants of the Commercial Lot for reasonable access within the Property to and from the Rooftop Easement Area and the ventilation shaft(s) and duct(s) that serve the Commercial Lot in connection with the exercise of the foregoing easement rights.

(b) Commercial Owner is responsible for all costs related to the installation, operation, maintenance, repair, replacement, and insurance for, the Commercial Rooftop Equipment and any damage or injury that may be caused that is related to the Commercial Rooftop Equipment, the exercise of the easements pursuant to this Section, or any failure to comply with the provisions of this Section. Commercial Owner is responsible for compliance with all applicable laws, including zoning, building, fire, health and other codes, regulations, ordinances or laws applicable to the Commercial Rooftop Equipment, including obtaining all necessary permits for the Commercial Rooftop Equipment.

(c) Notwithstanding anything to the contrary in this Declaration:
(i) Commercial Owner is responsible, at its sole cost, for the installation, maintenance, repair and replacement of any items in the black ductile lined chase that serves the Commercial Lot and runs from the ceiling of the Commercial Lot to the building roof (the ***“BDL Chase”***), including all such items at the BDL Chase connection points at the ceiling of the Commercial Lot and at the rooftop, and for the maintenance, repair and replacement of the BDL Chase itself; (ii) the Association is responsible for insuring the BDL Chase under the Association’s master insurance policy and Commercial Owner is responsible for insuring all items located in the

BDL Chase that serve the Commercial Lot; (iii) Commercial Owner is responsible, at its sole cost, for the installation, repair, replacement of, and maintaining insurance for, any items in the condenser lined chase that serve the Commercial Lot (the “**CL Chase**”); and (iv) the Association is responsible for insuring the CL Chase under the Association’s master insurance policy and for the maintenance, repair and replacement of the CL Chase throughout the building.

(d) Commercial Owner shall provide reasonable prior notice to the Management Agent or other designated representative of the Association of all proposed work to be performed within the Rooftop Easement Area, including installation, maintenance and repair of Commercial Rooftop Equipment, such notice to include details about such work and a proposed work schedule. Commercial Owner shall coordinate such work with the Management Agent or other designated representative of the Association. If requested, Commercial Owner shall provide the Association with certificates of insurance from any contractor performing such work, with reasonable commercial general liability coverage and naming the Association and the Owners as additional insureds. The Association shall notify each Residential Owner who may be materially impacted by such work (e.g., by required access, noise or other interference) before such work may commence. All such work shall be performed by professionally experienced contractors duly licensed to perform such work.

(e) Commercial Owner is responsible for ensuring compliance with this Section by tenants of the Commercial Lot.”

3. A new Section 3.15 is hereby added to the Declaration as follows:

“Section 3.15. Use of Bike Lockers.

(a) The Declarant has made application to the Government of the District of Columbia (the “**District**”) for the Declarant to install bike lockers within public space that abuts the Property (“**Bike Lockers**”). If a public space permit for the Bike Lockers is issued by the District and Bike Lockers are installed, then use of the Bike Lockers shall be in accordance with this Section 3.15. The Declarant makes no representation or warranty that any Bike Lockers will be installed for use by any Owner and nothing in this Section 3.15 shall be deemed to require that any Bike Lockers will be so installed. Further, no representation or warranty is made that if the Bike Lockers are installed that any Owner will be entitled to be assigned or to use any Bike Locker, or that the Bike Lockers will continue to be made available indefinitely or for any particular period of time, and the Bike Lockers may be removed if required by the District or determined by the Board of Directors.

(b) If Bike Lockers are approved by the District and installed, the Declarant shall have the right, in its sole discretion, to initially assign each Bike Locker to a designated Owner for use of such Bike Locker by such Owner. Each Owner that is assigned use of a Bike Locker pursuant to this Section 3.15 is referred to herein as a ***"Bike Locker Licensee"***. The Declarant shall notify the Board of Directors of each such assignment made by the Declarant. The Declarant may assign Bike Lockers for such consideration as the Declarant deems appropriate, in its sole discretion. The offering prices for the initial assignment of Bike Lockers shall be determined by the Declarant and are subject to change at any time in the Declarant's sole discretion. All monies and any other consideration received by the Declarant for Bike Lockers shall be for the Declarant's own account and not for the benefit of the Association, any Owner, or any other party.

(c) A Bike Locker Licensee may assign its Bike Locker to another Owner upon written notice to the Board but not to any non-Owner unless otherwise approved by the Board in writing and subject to the Declarant's rights under Section 3.15(e) below. Subject to the preceding right of a Bike Locker Licensee to assign its Bike Locker to another Owner, any successor Owner of a Lot that is assigned a Bike Locker shall automatically become a Bike Locker Licensee upon the transfer of title to the Lot to such successor Owner.

(d) Use of the Bike Lockers shall be subject to a Covenant for Maintenance of Fixtures in Public Space or similar document as required by the District (the ***"Maintenance Covenant"***), all applicable District regulations and other applicable laws, and such rules and regulations that may be promulgated by the Board from time to time. Any such Board rules and regulations shall require the written consent of the Declarant for so long as any Bike Locker remains unassigned to an Owner by the Declarant.

(e) Notwithstanding any provision of this Section 3.15, unless and until a Bike Locker is permanently assigned to an Owner by the Declarant (regardless of whether the Declarant owns any Lot), the Declarant shall retain the right to control the use of such Bike Locker and may grant licenses or other rights to use such Bike Locker to such parties that the Declarant may determine from time to time in its sole discretion.

(f) The Association shall be responsible for all maintenance, repair and replacement, as applicable, of the Bike Lockers. The Association shall assess each Bike Locker Licensee for its pro-rata share of expenses related to such maintenance, repair and replacement, provided that an Owner who causes damage to any Bike Locker(s), or damage or injury in connection with its use of a Bike Locker, may be assessed for all costs relating thereto.

(g) Neither the Declarant nor the Association make any representation or warranty as to the security of any Bike Locker. Each Bike Locker Licensee assumes all risk of damage, theft, loss, or injury to any items stored or otherwise within its Bike Locker.”

4. In the event of any conflict between this Amendment and the Declaration, the terms and provisions of this Amendment shall control. All terms and provisions of the Declaration as modified by this Amendment are in full force and effect. If any term or provision of this Amendment is invalid or unenforceable for any reason, the remaining terms and provisions of this Amendment shall remain in full force and effect. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single instrument.

5. This Amendment shall be construed and enforced in accordance with the laws of the District of Columbia and shall become effective upon its recordation in the Land Records.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year first written above.

DECLARANT:

WILLARD HOLDINGS III LLC,
a Delaware limited liability company

By: [Signature]
Name: Kevin Messett
Title: Authorized Signatory

Maryland)
Montgomery) ss:

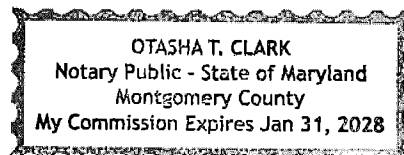
I hereby certify that on the 10 day of June, 2026, before me, a Notary Public, personally appeared Kevin Messett, the authorized signatory of Willard Holdings III LLC, who acknowledged executing the foregoing and annexed instrument for the purposes herein contained.

Witness my hand and notarial seal this 10 day of June, 2026.

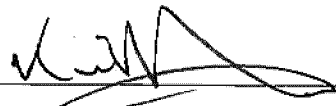
[Signature] (SEAL)
Notary Public

My commission expires:

January 31, 2028



**UPTOWN PROPERTY OWNERS ASSOCIATION,
INC.,** a District of Columbia nonstock, nonprofit
corporation

By: 
Kevin Messett, President

Maryland)
Montgomery) ss:

I hereby certify that on the 10 day of June, 2026, before me, a Notary Public, personally appeared Kevin Messett, the President of Uptown Property Owners Association, Inc., who acknowledged that he executed the foregoing and annexed instrument for the purposes herein contained.

Witness my hand and notarial seal this 10 day of June, 2026.

 (SEAL)
Notary Public

My commission expires:

January 31, 2028

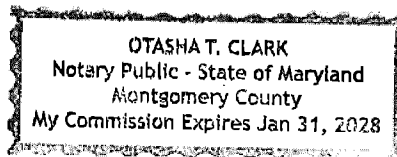


Exhibit A

Description of the Property Subject to the Declaration

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).

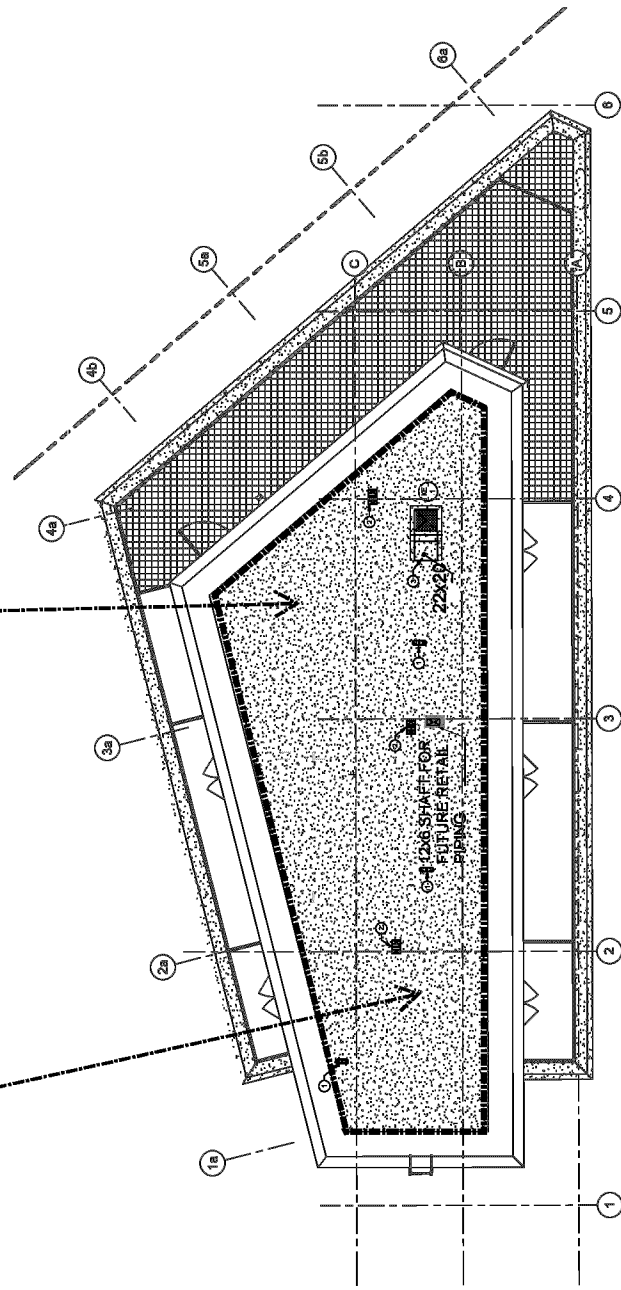
Exhibit E

Plan Showing the Rooftop Easement Area

(Attached)

- 1 4" ROUND GOOSE NECK.
- 2 8 7/8" GOOSE NECK.
- 3 CAP FOR FUTURE KITCHEN EXHAUST FAN.

1 4" ROUND GOOSE NECK.
2 5 7/8" GOOSE NECK.
3 CAP FOR FUTURE KITCHEN



Commercial owner, commercial tenant, general contractor, mechanical contractor, architectural and engineer of record must meet code and manufacturer requirements for designing and installing their systems including verification of line-of-sight compliance with DC Zoning and DC Building prior to installation of equipment.

GRAPHIC SCALE: 1/4" = 1'-0"

PROJECT LOCATION	3400 CONNECTICUT AVENUE - TOWNHOUSE	ROOF PLAN - MECHANICAL
	3404 CONNECTICUT AVE NW	
	WASHINGTON, DC 20008	
DRAWING TITLE		

M0203

Doc #: 2026057429
Filed & Recorded
06/11/2026 10:38 AM
DANIEL ALTOMARE
DEPUTY RECORDER OF DEEDS
WASH DC RECORDER OF DEEDS
RECORDING FEES \$25.00
SURCHARGE \$5.00
TOTAL: \$30.00