

DECLARATION
PARKFAIRFAX CONDOMINIUM

ARTICLE I

SUBMISSION; DEFINED TERMS

Section 1. Submission of Property. Parkfairfax Improvement Associates, a Virginia limited partnership (“Declarant”), owner in fee simple of the land described in Exhibit A1 annexed hereto, located within Alexandria, Virginia (“Land”). Hereby submits the Land, together with all easements, rights and appurtenances of Chapter 4.2 of Title 55 of the Code of Virginia, as amended, known as the Virginia Condominium Act (“Condominium Act”) and hereby creates with respect to the Property an Expandable, Contractable, Conversion Condominium containing Convertible Land, to be known as Parkfairfax Condominium (“Condominium”).

Section 2. Defined Terms. As provided in section 55-79.50(a) of the Condominium Act, capitalized terms not otherwise defined herein or in the Bylaws attached hereto as Exhibit C, as the same may be amended from time to time (“Bylaws”), or the plats and plans, shall have the meanings specified in section 55-79.41 of the Condominium Act.

ARTICLE II

BUILDINGS ON THE LAND; UNIT BOUNDARIES

Section 1. Number and Location of Buildings. The location and dimensions of each building on the Land is depicted on Exhibit A1 which is one of the “Plats” attached as Exhibits A1-A2 hereto.

Section 2. Units. The location of Units within each building is shown on the “Plans” attached as Exhibit B1 hereto. Attached as Exhibit D hereto is a list of all Units, their Identifying Numbers, location (all as shown more fully on the Plats and Plans), type and the undivided percentage interest of each Unit Owner in the Common Elements, Common Expenses and Common Profits (“Percentage Interest”) appurtenant to each Unit determined on the basis of size. The “size” of each Unit is the total number of square feet contained therein determined by reference to the dimensions shown on the Plats and Plans (exclusive of interior partitions). The locations of the Common Elements to which each Unit has direct access are shown on the Plats and Plans; patios and attics, if any, shown adjacent to any Unit are Limited Common Elements appurtenant to the Unit from which access may be gained.

Section 3. Unit Boundaries. The boundaries of each Unit are as follows:

- (a) Upper and Lower (horizontal) Boundaries:

The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the vertical (perimetric) boundaries (in two-story Units the following boundaries apply as to each level):

- (1) Upper Boundary: The horizontal wood floor joists (as the case may be) except where there is a dropped ceiling in which locations the upper boundary shall be the horizontal plane which includes the top side of the plasterboard of the dropped ceiling.
 - (2) Lower Boundary: The horizontal plane of the top surface of the undecorated concrete floor slab or wood floor joists (as the case may be).
- (b) Vertical (perimetric) Boundaries: The vertical boundaries of the Unit shall be the vertical plane one inch within the outermost surface of the plaster upon lath of all walls bounding the Units extended to intersections with each other and with the upper and lower boundaries.
- (c) The Unit shall include the heating and air conditioning apparatus within the boundaries of the Unit and those portions of the air conditioning apparatus extending beyond the boundaries of the Unit. Any portion of a utility system serving more than one Unit (e.g. pipes, conduits, ducts) which is partially within and partially without the Unit, is part of the Common Elements.

Section 4. Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary description, the provisions of the Bylaws shall govern the division of maintenance and repair responsibilities between the Unit Owner and the Unit Owners Association of Parkfairfax Condominium (“Unit Owners Association”).

Section 5. Relocation of Unit Boundaries and Subdivision of Units. Relocation of boundaries between Units and subdivision of Units will be permitted subject to compliance with the provisions therefore in Article V, Section 7 of the Bylaws and in Sections 55-79.69 and 55-79.70 of the Condominium Act.

ARTICLE III

REDESIGNATION AND RESTRICTION OF COMMON ELEMENTS

Section 1. Assignment of Limited Common Elements.

Portions of the Common Elements are listed on Exhibit D as “Common Elements which may be assigned as Limited Common Elements”. These portions of the Common Elements include, without limitation, storage areas I Common Element laundry rooms. Declarant reserves the right to assign these storage areas as Limited Common Elements for the exclusive use of certain Unit Owners to whose Units these storage areas shall become appurtenant. The Declarant may assign such a Common Element as a Limited Common Element storage cubicle pursuant to the provisions of Section 55-79.57(c) of the Condominium Act by making such an assignment in the deed to the Unit to which such Limited Common Element storage cubicle shall be appurtenant

and subsequently confirming such assignment by recording an appropriate amendment to this Declaration or to the Plans.

Section 2. Designation of Reserved Common Elements.

The Board of Directors shall have the power in its discretion to: (i) designate from time to time certain Common Elements as “Reserved Common Elements”; (ii) grant reserved rights therein to the Unit Owners Association and to any or less than all of the Unit Owners; and (iii) establish a reasonable charge to such Unit Owners for the use and maintenance thereof. Such designation by the Board shall not be construed as a sale or disposition of the Common Elements.

Section 3. Surface Parking Spaces. There are surface automobile parking areas situated on public and private streets. Such surface parking spaces on the Property shall be deemed Common Elements and shall be available for the use of Unit Owners on a “first come, first served” basis, except as the Board of Directors may otherwise determine. During the period of Declarant control, Declarant shall have the right to restrict the use of certain parking spaces for sales, construction, management and other purposes.

Section 4. Rental Operation on Convertible Land and in Convertible Space. The Declarant shall have the right to operate the existing structures on the Convertible Land as a residential rental project with the existing commercial uses and may establish and maintain all offices, signage and other accoutrements normally used in the operation of such rental properties in the sole discretion of Declarant. Declarant may, in the sole discretion of Declarant, lease portions of the Convertible Land so long as Declarant pays the expenses attributable to such rental operation. Further, Declarant reserves the right to lease all or any part of the Convertible Space which may be created in the Condominium. Such operations shall be for the benefit of Declarant and neither the Unit Owners Association nor any Unit Owner (other than Declarant) shall have any right or interest in the profits or losses thereof.

ARTICLE IV

EASEMENTS

In addition to the easements created by Sections 55-79.60 and 55-79.65 of the Condominium Act, the following easements are hereby granted:

Section 1. Easement to Facilitate Sales. All Units shall be subject to an easement in favor of Declarant pursuant to Section 55-79.66 of the Condominium Act. Declarant reserves the right to use any Units owned by Declarant as models, management offices or sales offices until such time as Declarant conveys title thereto to Unit Owners. Declarant reserves the right to relocate the same from time to time within the Property; upon relocation or sale of a model, management office or sales office, the furnishings thereof may be removed. Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of Declarant. The reservation of this

easement to facilitate sales is expressly made applicable to the Additional Land and the Convertible Land.

Section 2. Easement for Ingress and Egress Through Common Elements, Access to Units and Support.

- (a) Each Unit Owner is hereby granted an easement in common with each other Unit Owner for ingress and egress through all Common Elements, subject to such reasonable rules, regulations and restrictions as may be imposed by the Unit Owners Association. Each Condominium for ingress and egress through all Common Elements by person lawfully using or entitled to the same.
- (b) Declarant reserves in favor of Declarant and the managing agent and/or any other person authorized by the Board of Directors the right of access to any Unit as provided in Section 55079.79 of the Condominium Act and Article V, Section 9 of the Bylaws. In case of emergency, such entry shall be immediate whether the Unit Owner is present at the time or not.
- (c) Each Unit and Common Element shall have an easement for lateral and subjacent support from every other Unit and Common Element.

Section 3. Easement for Use of Recreational Facilities.

- (a) Grant of Easement. Each Unit Owner is hereby granted a non-exclusive right and easement of enjoyment in common with other Unit Owners of the commercial and recreational facilities constituting a portion of the Common Elements of the Condominium.
- (b) Extent of Easement. The rights and easements of enjoyment created hereby shall be subject to the following:
 - (1) the right of the Unit Owners Association to charge guests reasonable admission and other fees for the use of the recreational facilities; and
 - (2) the right of the Declarant prior to the termination of the period of Declarant's control to grant and reserve easements and rights-of-way through, under, over and across the recreational facilities, for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone and other utilities; and
 - (3) the right of the Unit Owners Association to adopt rules and regulations governing the use of the recreation facilities.
- (c) Delegation of Use. Each Unit Owner having the right to use and enjoy the recreational facilities may delegate such rights to the members of his family, tenants who reside on the Land and to such other Persons as may be permitted by the Unit Owners Association but such Unit Owner shall be responsible for any damage caused by the Persons to whom such rights are delegated.
- (d) Right to Use. Each Person having the right to use the recreational facilities and each Person to whom such right has been delegated shall comply with the rules and regulations regarding such use, as such rules and regulations may be established and amended from time to time by the Board of Directors. Such rights to use may be suspended upon failure of a Unit Owner to pay his condominium assessments or to comply with such rules and regulations.

Section 4. Special Parking Space Easement. If necessary in order to comply with applicable parking ratio requirements of municipal ordinances, owners and occupants of the Additional Land are hereby granted the right to use any of the surface parking spaces on the Land not otherwise assigned.

ARTICLE V

AMENDMENT OF DECLARATION

No amendment of the Declaration may be made without the prior written approval of the Institutional Lenders Condominium Units (“Mortgagees”) where such approval is provided for in Article VIII, Section 5 of the Bylaws or where such approval is required elsewhere in the Condominium Instruments or by the Condominium Act.

ARTICLE VI

OPTION TO EXPAND THE CONDOMINIUM

Section 1. Reservation. Declarant hereby explicitly reserves an option until the seventh anniversary of the recordation of this Declaration to expand the Condominium from time to time in compliance with Sections 55-79.54(c) and 55-70. 63 of the Condominium Act without the consent of any Unit Owner or Mortgagee. The option to expand may be terminated prior to such anniversary only upon the filing by Declarant of an amendment to this Declaration. Declarant expressly reserves the right to add any or all portions of the Additional Land at any time, at different times, in any order, without limitation; *provided, however*, that the Additional Land shall not exceed the area described on Exhibit A2 hereto. There are no other limitations on the option to expand.

Section 2. Assurances. Declarant makes no assurances as to location of improvements on the Additional Land. Declarant shall not construct additional Units for residential purpose except to the extent necessary to replace existing Units damaged or destroyed during the period of Declarant’s control or converted to recreational or office uses. At such time as the Condominium is expanded, the maximum number of Units on the Additional Land will not exceed the number of dwelling units presently existing, 1, 967. The maximum number of Units on any portion of the Additional Land added to the Condominium shall not exceed thirty-five Units per acre. Moreover, the maximum number of Units in the Condominium as a whole shall never exceed twenty Units per acre. The maximum percentage of the aggregate land and floor area of all Units that may be created on the Additional Land or any portion thereof added to the Condominium, that may be occupied by Units not restricted exclusively to residential use, if such Additional Land is added to the Condominium is five percent. Declarant makes no assurances as to what improvements may be constructed on the Additional Land or whether such improvements will be compatible in quality, materials and style with the improvement on the Land. No assurances are made by Declarant as to the size or type of Units that may be created on the Additional Land. Declarant expressly reserves the right to create Limited Common Elements therein which may be subsequently assigned as Common Elements. Declarant makes no

assurance as to type, size or maximum number of such Common Elements or Limited Common Elements. The allocation of Percentage Interests in the Additional Land shall be computed on the basis of size. In the event that Declarant shall not add, or adds and then subsequently withdraws, any portion of the Additional Land, Declarant shall nevertheless have the right to construct all or any portion of any building on the Additional Land and operate the same without restriction.

ARTICLE VII

OPTION TO CONTRACT THE CONDOMINIUM

Declarant hereby explicitly reserves an option until the seventh anniversary of the recordation of this Declaration to contract the Condominium from time to time in compliance with Sections 55-79.54(d) and 55-79.64 of the Condominium Act without the consent of any Unit Owner or Mortgagee. The option to contract may be terminated prior to such anniversary only upon the filing of an amendment to the Declaration by the Declarant. Declarant expressly reserves the right to withdraw any or all portions of the Withdrawable Land at any time, at different times, in any order, without limitation; provided, however, that the Withdrawable Land shall not exceed the area described on Exhibit A2 hereto. There are no other limitations on the option to contract.

ARTICLE VIII

CONVERTIBLE SPACE

Declarant may designate as Convertible Space, as defined in Section 55-79.41(j) of the Condominium Act, all or any portion of any building on the Additional Land when added to the Condominium. The conversion of such Convertible Space shall be made pursuant to Section 55-79.62 of the Condominium Act.

ARTICLE IX

CONVERTIBLE LAND

Section 1. Reservation. Declarant hereby explicitly designates as Convertible Land, as defined in Section 55-79.41(i) of the Condominium Act, all of the Property which is not at the time submitted as Units. Declarant thereby explicitly reserves an option until the fifth anniversary of the recordation of this Declaration to convert all or any portion of the Convertible Land from time to time in compliance with Section 55-79.61 of the Condominium Act without the consent of any Unit Owner or Mortgagee. The option to convert may be terminated prior to such anniversary only upon the filing of an amendment to the Declaration by the Declarant. Declarant expressly reserves the right to convert any or all portions of the Convertible Land at any time, at different times, in any order, without limitation; *provided, however*, that the

Convertible Land shall not exceed the area described on Exhibit A1 hereto. There are no other limitations on the option to convert.

Section 2. Assurance. If the Convertible Land is converted, the buildings on the Convertible Land will be located approximately as shown on the Plats attached as Exhibit A1 hereto. At such time as the Convertible Land is completely converted, the maximum number of Units on the Convertible Land as an aggregate will be no more than 1,684, or 20 Units per acre. The maximum percentage of the aggregate land and floor area of all Units that may be created within the Convertible Land that may be occupied by Units not restricted exclusively to residential use, if such Convertible Land is converted, is five percent. Any buildings to be renovated or constructed within the Convertible Land will be compatible in quality, materials and style with the buildings on other portions of the Land; Declarant reserves the right, however, in the case of any construction undertaken after the date of recordation of the Declaration to create buildings which are not compatible. The Declarant may construct or convert additional Units on the Convertible Land only to the extent necessary to replace existing Units damaged or destroyed during the period of Declarant's control or converted to recreational or office uses. Declarant may construct or convert certain additional structures containing recreational facilities and other amenities serving the Condominium. Any buildings containing residential Units created within the Convertible Land will be substantially as shown on Exhibit A1 hereto. Declarant expressly reserves the right to create Convertible Space and Limited Common Elements within the Convertible Land and to designate Common Elements therein which may be subsequently assigned as Limited Common Elements. The type of such elements may be attics, roofs, patios, terraces, balconies, electrical and mechanical rooms and systems including heating and cooling apparatus, parking, commercial and recreational facilities, and all other elements which can appropriately be designated as Common Elements or Limited Common Elements. The size of such elements shall be limited to the size of the existing improvements now located on the Property except for: the patios, terraces and balconies, which shall not exceed the normal size for such appurtenances; the electrical and mechanical rooms and systems including heating and cooling apparatus, which shall not exceed the normal size for same necessary to serve the Property; and the parking, commercial and recreational facilities which shall not exceed the size necessary to serve the Property. The maximum number of such elements within the Convertible Land as an aggregate is 20,000. The allocation of Percentage Interests in the Convertible Land shall be computed as required by Section 55-79.56(b) of the Condominium Act on the basis of size.

ARTICLE X

RIGHT TO LEASE OR SELL UNITS

The Declarant shall own in fee simple each Condominium Unit not sold to a purchaser or otherwise transferred. Declarant retains the right to enter into leases with any third parties for the occupancy of any of the Units owned by Declarant.

ARTICLE XI

PRIORITY OF MORTGAGES

Except as specifically provided in the Condominium Instruments, no provision of the Condominium Instruments shall be construed to grant to any Unit Owner, or to any other Person, any priority over any rights of Mortgagees.

ARTICLE XII

NO OBLIGATIONS

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

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by the principal officer of its corporate general partner, this 7th day of February, 1977.

PARKFAIRFAX IMPROVEMENT ASSOCIATES
a Virginia limited partnership

Parkfairfax Realty, Inc.
a general partner

Attest:

By Giuseppe Cecchi, President
Germana Faini, Assistant Secretary

STATE OF VIRGINIA
AT LARGE
CITY OF ALEXANDRIA

The foregoing instrument was acknowledged before me this 7th day of February, 1977, by Giuseppe Cecchi, President of Parkfairfax Realty, Inc., a Virginia corporation, which is a general partner of Parkfairfax Improvement Associates and its corporate seal to be hereunto affixed by the corporation's Assistant Secretary.

Robert M. Diamond, Notary Public
My commission expires: May 25, 1980