

EXHIBIT "C" TO MASTER DEED

PROPERTY MAINTENANCE AGREEMENT

THIS PROPERTY MAINTENANCE AGREEMENT is hereby Made this 3rd day of August 1973, by and between the COUNCIL OF CO-OWNERS Of FAIRLINGTON ARBOR (hereinafter called the "Council"), party of the first part, and CBI FAIRMAC CORPORATION (hereinafter called the "Developer"), party of the second part.

WITNESSETH THAT:

WHEREAS, the Council has the responsibility for administering the condominium established as FAIRLINGTON ARBOR (hereinafter sometimes called the "Project") and desires to aid members and prospective purchasers In obtaining financing for the purchase of condominium family units in the Project; and

WHEREAS, mortgagers may be unwilling to make loans to individual purchasers of condominium family units upon the security of Individual condominium family units unless the following terms and conditions are imposed upon FAIRLINGTON ARBOR, the Council and each of the purchasers (co-owners) of the condominium family units; and

WHEREAS, the value of Individual family units will be dependent upon the property maintenance and upkeep of the Project;

NOW, THEREFORE, as an inducement to mortgagers to make loans to co-owners, the Council hereby contracts, covenants and agrees with the Developer, as follows;

1. This Property Maintenance Agreement shall be in full force and effect and shall bind all co-owners at any time that any mortgagee or any successor or assignee

of any mortgagee holds a note secured upon a condominium family unit made by a co-owner for the purpose of purchasing, financing or refinancing a condominium family unit.

2. the Council shall establish and collect from the co-owners monthly assessments in accordance with the provisions of the Master Deed and the By-Laws of the Council. Monthly assessments charged to co-owners during the initial occupancy period shall be made by the Council in accordance with a schedule of charges established by Developer prior to the opening of FAIRLINGTON ARBOR for occupancy, The initial assessments shall be in an amount sufficient to meet the estimate of management, operating and maintenance expenses, reserves and all other expenses of the Council, Subsequent to the initial assessment, assessments made by the Council shall [sic] approved by the Developer, and shall be in amounts sufficient to meet the Council's estimate of expenses set forth in an operating budget which shall be prepared and submitted to the Developer sixty (60) days prior to the beginning of each financial year. In the event the Initial assessment or any subsequent assessment shall prove to be insufficient to meet the actual operating expenses and the reserve funds established pursuant to paragraphs 3 and 4 hereunder, the Board of Directors shall have the right and obligation to enact a new schedule of assessments to eliminate such insufficiency. The Council agrees that if at any time the co-owner of a condominium family unit fails to pay his monthly assessment, as provided in the By-Laws, the Council will initiate necessary legal action to collect the assessment. The developer's right of approval of assessments and budgets shall cease November 30, 1979, or before.

3. The Council shall establish and maintain two (2) reserve funds, one of which

shall be for the purpose of repairing paved areas and the other of which shall be for the purpose of repairing roofs on the family units and painting the exterior of the family units as these needs arise. The Council shall pay monthly into the reserve fund for the repairing of paved areas a sum equal to three percent (3%) of the monthly assessments chargeable to the co-owners of the condominium family units of FAIRLINGTON ARBOR.

The said reserve fund for repairing paved areas shall be placed in a special account by the Council and shall at all times be under the control of the Council. Disbursements from such fund in excess of One Hundred Dollars (\$100.00), not to exceed five (5) such disbursements in any one calendar year, may be made only after receiving the consent, in writing, of the Developer.

The Council shall pay monthly into the reserve fund for repairing roofs on the family units and painting the exterior of the family units a sum equal to three percent (3%) of the monthly assessments chargeable to the co-owners of the condominium family units of FAIRLINGTON ARBOR. The said reserve fund for repairing roofs on the family units and painting the exterior of the family units shall be placed in a special account by the Council and shall at all times be under the control of the Council. Disbursements from such fund in excess of One Hundred Dollars (\$100.00), not to exceed five (5) such disbursements in any one calendar year, may be made only after receiving the consent, in writing, of the Developer.

The monthly deposits required to be paid by the Council into either the reserve fund for repairing paved areas or the reserve fund for the repairing of roofs and the pointing of the interior of family units may be modified as to amount, or discontinued

by the Council, provided the modification or discontinuance of such monthly payment is approved by the Developer, in writing. The developer's rights relative the approval shall cease November 30, 1979.

4. In addition to the reserve funds, the Council shall establish and maintain a general operating reserve account and shall pay monthly into said account a sum equivalent to not less than three percent (3%) of the monthly assessment chargeable to the co-owners of the condominium family units in FAIRLINGTON ARBOR. Upon accrual In the said general operating reserve account of an amount equal to twenty-five percent (25%) of the current annual amount of assessments chargeable to the co-owners, the monthly deposits may, by appropriate action of the Council, be discontinued and no further deposits need be made into such general operating reserve account so long as the twenty-five percent (25%) level is maintained, and provided further that upon such reduction below such twenty\*-five percent (25%) level, the monthly deposits shall forthwith be made at the three percent (3%) rate until the twenty-five percent (25%) level is restored, The general operating reserve account shall remain in a special account and shall at all times be under the control of the Council. The general operating reserve account as herein provided is intended to provide a measure of financial stability during periods of special stress and may be used to meet deficiencies from time to time as a result of delinquent assessments from co-owners and for other contingencies. Disbursements totaling In excess of twenty percent (20%) of the total balance in the reserve as of the close of the preceding annual period may not be made during any annual period, without the consent of the Developer. Reimbursement shall be made to tho account upon the payment of delinquencies for which funds were withdrawn from the account. The developer's right of approval of disbursements over 20%, shall

cease November 30, 1979, or before.

3. The Council will not employ a management agent, enter into a management contract nor undertake self-management of FAIRLINGTON ARBOR without written approval of the Developer or its duly constituted assignee. The Council and Developer agree that until November 30, 1974, the management agent for FAIRLINGTON ARBOR shall be CBI FAIRMAC CORPORATION or an organization selected by CBI FAIRMAC CORPORATION. After November 30, 1979, the Council of Co-Owners shall be free to employ a management agent, enter into a management contract or undertake self-management of FAIRLINGTON ARBOR without written approval of the developer.

6. The Council shall not, without the prior approval of the Developer, given in writing, remodel, reconstruct, demolish or subtract from the premises constituting the Project. These developer's rights shall cease on November 30, 1979, or before.

7. The Council shall not, without the prior approval of the Developer until November 30, 1974, given in writing:

A. Fail to establish and maintain the funds for replacement and the general operating fund, as set forth herein; or the Developer. After November 30, 1979, the Council of Co-Owners shall be free to employ a management agent, enter into a management contract or undertake self-management of FAIRLINGTON ARBOR without written approval of the developer.

8. The Council shall maintain and repair the general common elements as defined in the master Deed and each co-owner shall maintain his own condominium family unit in good repair.

9. All of the books and documents of the Council and all of its property shall be subject to inspection and examination by the Developer, or its duly authorized agent, at all reasonable times, until November 30, 1979. The Council shall file monthly operating reports, certified financial reports and copies of minutes of all Council and Board meetings with the Developer until November 30, 1979, or before.

10. Upon a violation of this Property Maintenance Agreement, the Master Deed or the By-Laws by the Council or by any co-owners, the Developer may give written notice by certified mail, return receipt requested, of such violation to the Council or to the co-owner (as the case may be). If the violation is not corrected to the satisfaction of the Developer within fifteen (15) days after the date such notice is mailed or within such additional period of time as is set forth in the notice, the Developer may, without further notice, declare a default under this Property Maintenance Agreement and may (i) in case of a default by a co-owner, whose note is held by a mortgagee, request that said mortgagee declare the whole of the indebtedness due and payable and proceed with foreclosure of the deed of trust securing the note, and (ii) in the case of a default by the Council, apply to any court, state or federal, for specific performance of this Property Maintenance Agreement, or for an injunction against the violation of this Property Maintenance Agreement, or have such other relief as may be appropriate. The developer's rights under this clause shall cease on November 30, 1979, or before.

11. The covenants and agreements herein set out shall be deemed to run with the land and the property described in the Master Deed and to bind all co-owners of condominium family units, present and future,

12. At any time after the Developer has sold seventy-five percent (75%) of the condo-

minium family units in FAIRLINGTON ARBOR, the Developer shall have the right to assign its rights under this Agreement to that lender which has the greatest amount of permanent mortgages outstanding on the condominium family units in the Project at the time of the assignment, and in the event the lender with the greatest amount of permanent mortgages outstanding on the condominium family units refuses to accept such an assignment, then the Developer shall have the right to assign its rights under this Agreement to any lender which has more than twenty-five percent (25%) of the total permanent mortgages outstanding on MISSING TEXT HERE-----

to the Council of Co-Owners a specified fee not to exceed one-fourth (1/4) of one percent (1%) of the total annual assessments an all condominium family units, or the Developer by instrument in writing, duly executed and recorded, may relinquish all its responsibilities and functions herein provided.

13. The Property Maintenance Agreement shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, executors, administrators, successors and assigns.

14. The invalidity of any part of this Property Maintenance Agreement shall not affect the validity of the remaining portions.

15. The Council agrees and assumes the obligation to have this Property Maintenance Agreement recorded among the Land Records of Arlington County, Virginia.

IN WITNESS THEREOF, the Parties hereto have executed this Property Maintenance Agreement the date first above written.

SIGNATURES AND NOTARIZING HERE

to the Council of Co-Owners a specified fee not to exceed one-fourth (1/4) of one per-  
cent (1%) of the total annual assessments on all condominium family units, or the  
Developer by instrument in writing, duly executed and recorded, may relinquish all  
its responsibilities and functions herein provided.

Section Covered Above

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affect the validity of the remaining portions.

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nance Agreement recorded among the Land Records of Arlington County, Virginia.

IN WITNESS WHEREOF, the Parties hereto have executed this Property Maintenance  
Agreement the date first above written.

COUNCIL OF CO-OWNERS OF  
FAIRLINGTON ARBOR

BY: *Stephen R. Rotroff*  
President

ATTIES:

*Leslie R. Eckert*  
Assistant Secretary

CBI FAIRMAC CORPORATION

BY: *[Signature]*  
Executive Vice President

STATE OF VIRGINIA )  
                          ) TO WIT:  
COUNTY OF ARLINGTON )

I, the undersigned, a Notary Public for the State and County aforesaid, do hereby  
certify that Stephen R. Rotroff, whose name as President of the COUNCIL OF CO-OWNERS  
OF FAIRLINGTON ARBOR is signed in the writing foregoing and hereto annexed, dated  
the 3rd day of August, 1973, personally appeared before me and acknowledged the  
same before me in my County aforesaid.

Given under my hand and notarial seal this 3rd day of August, 1973.

My commission expires on the 8th day of March, 1977.

*Margaret H. Smith*  
Notary Public



FAIRLINGTON ARBOR MASTER DEED, EXHIBIT C

In the County of Arlington, Commonwealth of Virginia, on this 3rd day of August, 1973. CBI FAIRMAC CORPORATION, a corporation organized and existing under the laws of the State of Delaware and qualified to do business in the Commonwealth of Virginia, hereinafter referred to as Grantor, represented in this Deed by its Executive Vice President, J. D. Lee, who is fully empowered and qualified to execute this Deed on behalf of said corporation, does hereby publish and declare that this property hereinafter described is hereby submitted to the regime established by Chapter 4.1, Title 5, Code of Virginia 19??, as amended, known as the "Horizontal Property Act" (the "Act") to be henceforth known as FAIRLINGTON ARBOR, and is held and shall be held, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of said Property and the division thereof into Family Units as hereinafter defined, and shall be deemed to run with the Property and shall be a burden and benefit to the Grantor, its successors and assigns and any persons acquiring or owning an interest in the Family Units (as hereinafter defined), the Property and improvements and their grantees, successors, heirs, executors, administrators, devisees and assigns:

FIRST: That Grantor owns in fee simple the following property situated in the County of Arlington, Commonwealth of Virginia, which is described on SCHEDULE A, annexed hereto and incorporated herein and recorded in the Office of the Clerk of the Circuit Court of Arlington County, Commonwealth of Virginia, in Deed Book 1616, at page 241, and which, together with the improvements erected and to be erected thereon,

and the rights, privileges and appurtenances to the same belonging, is sometimes herein collectively referred to as the "Property."

SECOND: That there has been constructed on the Property a project known as FAIRLINGTON ARBOR. The Family Units and General and Limited Common Elements are described in a family unit identification plat made by Herman L. Courson, Certified Land Surveyor, dated July 6, 1973, attached hereto as Exhibit A, incorporated herein by reference and prayed to be made a part hereof. The said family unit Identification plat also shows the location of the swimming pool, the tot pool, the bath house, the tennis court and the basketball court to be erected on the Property.

THIRD; That the said Project consists of eight (8) Type A Family Units, twenty-eight (28) inside Type B Lower Family Units, fourteen (14) and Type B lower Family units, twenty-eight (28) inside Type B upper family Units, fourteen (14) and Type B upper Family Units, one hundred forty-three (143) inside Type C Family Units, fifty-seven (57) and Type C Family Units, thirty-one (31) Type D Family Units, thirty (30) inside Type T Family Units, and fourteen (14) and Type E Family Units, for a total of three hundred sixty-seven (367) Family Units, all for residential purposes. The condominium Family Unit are all capable of individual utilization inasmuch as each Family Unit has its own exit to a common area and facility of the Project, and the condominium Family Units will be sold to one or more owners, each owner obtaining a particular and exclusive property right to the Family Unit so sold, and also an undivided Interest In the General and/or Limited Common Elements of the Project as listed hereinafter in this Deed, necessary for their adequate use and enjoyment and hereinafter referred to as "General and/or Limited Common Elements,"

all of the above in accordance with the Act.

FOURTH: That the aforesaid Project has a total building area of 1,101,234 Square feet, of which 154,740 square feet will constitute Family Units, and 916,494 square feet will constitute General and/or Limited Common Elements. The square footage areas specified in this Paragraph and elsewhere in this Deed are approximate but shall be binding upon the co-owners and shall be deemed to be accurate.

FIFTH; The term "Family Unit" as used in this Master Deed shall mean the Family Units as they have been constructed.

SIXTH: That the Family Units and Common Elements of the Project are as follows:

1. The buildings in the Project contain a total of eight (8) Type A Family Units, twenty-eight (28) inside Type B lower Family Units, fourteen (14) and Type B lower Family Unit, twenty-eight (28) inside Type B upper Family Units, fourteen (14) end Type B upper Family Units, one hundred forty-three (143) inside Type C Family Units, fifty-seven (57) end Type C Family Units, thirty-one (31) Type D Family Units, thirty (30) inside Type E Family Units, and fourteen (14) end Type E Family Units, for a total of three hundred sixty-seven (3467) Family Units, with designated numbers as indicated on Exhibit A. Hereinafter such Family Units will sometimes be referred to as Type A Family Units, Inside Type B lower Family Units, and Type B lower Family Units, inside Type B upper Family Units, and Type B upper Family Units, Inside Type E Family Units, end Type C Family Units, Type D Family Unite, inside Type E Family Units, and end Type E Family Units. Each Family Unit is equipped with: sink, range, refrigerator, dishwasher, disposal, central heat and air-conditioning.

The floor plan of the Family Unit shall be as shown on Exhibit A attached hereto. The approximate square footage of the Family Units are measured in accordance with the definition of vertical boundaries of the Family Units and the definition of the boundaries of each Family Unit is contained herein below:

(a) The Type A Family Units are 2145 square feet in size. Their horizontal and vertical boundaries are defined as follows:

(i) Horizontal Boundaries: The plane of the underside of the lowest floor slab and the plane of the underside of the exterior surface of the roof (the plane of the underside of the exterior surface of the roof shall be defined so as to exclude roof shingles end/or other exterior finish of the roof).

(ii) Vertical Boundaries: The plane of the outer surface of the exterior walls which do not separate a Family Unit from other Family Units and the plane of the center line of the walls which separate the Family Unit from other Family Units end shall include windows, window frames, doors, door frames and trim included in such exterior walls, and when there is attached to the Family Unit a balcony, terrace, patio, canopy, steps, stairway or other structures serving only such Family Unit, then such Family Unit shall also include such structures and fixtures thereon. Whenever the context so requires, the word "Family Unit" shall be deemed to include the interest of the owner thereof in the General and Limited Common Elements as hereinafter defined. The main door of each Type A Family Unit has access to a corridor or stairway or has an exterior entrance as shown on Exhibit A.

(b) The Type B upper Family Units are 712 square feet size, and will not necessarily have hardwood floors, but will have wall to wall carpeting.

Their horizontal and vertical boundaries are defined as follows:

(i) Horizontal Boundaries: The plane of the center line of the floor slab separating the Type B upper Family Unit from the Type B lower Family Unit and the plane of the underside of the exterior surfaces of the roof (the plane of the underside of the exterior surface of the roof shall be defined so as to exclude shingles and/or other exterior finish of the roof.)

(ii) Vertical Boundaries: The plane of the outer surface of the exterior walls which do not separate a Family Unit from other Family Units and the plane of the center line of the walls which separates the Family Unit from other Family Units and shall include windows, window frames, doors, door frames and trim included in such exterior walls, and when there is attached to the Family Unit a balcony, terrace, patio, canopy, steps, stairway or other structure serving only such Family Unit, then such Family Unit shall also include such structures and fixtures thereon. Whenever the context so requires, the word "Family Unit" shall be deemed to include the interest of the owner thereof in the General and Limited Common Elements as hereinafter defined. The main door of each Type B upper Family Unit has access to a corridor or stairway or has an exterior entrance as shown on Exhibit A.

(c) The Type B lower Family Units are 1490 square feet in size.

Their horizontal and vertical boundaries are defined as follows:

(i) Horizontal Boundaries: The plane of the center line of the floor slab separating the Type B lower Family Unit from the Type B upper Family Unit and the underside of the lowest floor slab.

(ii) Vertical Boundaries: The plane of the outer surface of the exterior walls which do not separate a Family Unit from other Family Units and the plane of the center line of the walls which separate the Family Unit from other Family Units and shall include windows, window frames, doors, door frames and trim included in such exterior walls, and when there is attached to the Family Unit a balcony, terrace, patio, canopy, steps, stairway or other structure serving only such Family Unit, then such Family Unit shall also include such structures and fixtures thereon. Whenever the context so requires, the word "Family Unit" shall be deemed to include the interest of the owner thereof in the General and Limited Common Elements as hereinafter defined. The main door of each Type B lower Family Unit has access to a corridor or stairway or has an exterior entrance as shown on Exhibit A.

(d) The Type C Family Units are 1500 square feet in size. Their horizontal and vertical boundaries are defined as follows:

(i) Horizontal Boundaries: The plane of the underside of the lowest floor slab and the plane of the underside of the exterior surface of the roof (the plane of the underside of the exterior Surfaces of the roof shall be defined so as to exclude roof shingles and/or ether exterior finish of the roof).

(ii) Vertical Boundaries: The plane of the outer surface of the exterior walls which do not separate a Family Unit from ether Family Units and the plane of the center line of the walls which separate the Family Unit from other Family Units and shall include windows, window frames, doors, door frames and trim included in such exterior walls, and when there is attached to the Family Unit a

balcony, terrace, patio, canopy, steps, stairway or other structure serving only such Family Unit, then such Family Unit shall also include such structures and fixtures thereon. Whenever the context so requires, the word "Family Unit" shall be deemed to include the interest of the owner thereof in the General and Limited Common Elements as hereinafter defined. The main door of each Type C Family Unit has access to a corridor or stairway or has an exterior entrance as shown on Exhibit A.

(e) The Type D Family Units are 1830 square feet in size. Their horizontal and vertical boundaries are defined as follows:

(1) Horizontal Boundaries: The plane of the underside of the lowest floor slab and the plane of the underside of the exterior surface of the roof (the plane of the underside of the exterior surface of the roof shall be defined so as to exclude roof shingles and/or other exterior finish of the roof).

(ii) Vertical Boundaries: The plane of the outer surface of the exterior walls which do not separate a Family Unit from other Family Units and the plane of the center line of the walls which separate the Family Unit from other Family Units and shall include windows, window frames, doors, door frames and trim included in such exterior walls, and when there is attached to the Family Unit a balcony, terrace, patio, canopy, steps, stairway or other structure serving only such Family Unit, then such Family Unit shall also include such structures and fixtures thereon. Whenever the context so requires, the word "Family Unit" shall be deemed to include the interest of the owner thereof in the General and Limited Common Elements as hereinafter defined. The main door of each Type D Family Unit has access

to a corridor or stairway or has an exterior entrance as shown on Exhibit A.

(f) The Type E Family Units are 1400 square feet in size. Their horizontal and vertical boundaries are defined as follows:

(1) Horizontal Boundaries: The plane of the underside of the lowest floor slab and the plane of the underside of the exterior surface of the roof (the plane of the underside of the exterior surface of the roof shall be defined so as to exclude roof shingles and/or ether exterior finish of the roof).

(ii) Vertical Boundaries: The plane of the outer surface of the exterior walls which do not separate a Family Unit from other Family Units and the plane of the center line of the walls which separate the Family Unit from other Family Units and shall include windows, window frames, doors, door frames and trim included in such exterior walls, and when there is attached to the Family Unit a balcony, terrace, patio, canopy, steps, stairway or other structure serving only such Family Unit, then such Family Unit shall also include such structures and fixtures thereon. Whenever the context so requires, the word "Family Unit" shall be deemed to include the interest of the owner thereof in the General and Limited Common Elements as hereinafter defined. The main door of each Type E Family Unit has access to a corridor or stairway or has an exterior entrance as shown on Exhibit A.

2. General Common Elements: The General Common Elements of the Project are as follows:

- A. The parcel of land described in Paragraph First of this Deed.
- B. Corridors, stairways, sidewalks, driveways, roadways and roads,



common paved areas, common planting areas and recreational areas, underground sanitary and storm sewers and systems, and appurtenances thereof, underground gas, water, electric, telephone and television lines, pipes, conduits, wires and appurtenances, underground drainage systems and catch basins, site lighting, masonry water enclosures, fences, roof shingles, roof drainage pipes, gutters and leaders, yard hydrant water systems, and appurtenances, and any profits or proceeds therefrom distributable by the Council of Co-Owners.

C. Swimming pool and bath house to be constructed,

D. There ere three (3) boiler houses presently located an the land described en Schedule A annexed hereto and incorporated herein. These boiler houses can either be razed or converted to a general common element use at the option of the Developer herein.

3. Limited Common Elements: The yard areas at shown on the Family Unit Identification Plat attached hereto at Exhibit A are limited common elements of the project. The owner of a Family Unit shall have the exclusive use of that yard area bearing the same number on the Family Unit Identification Plat attached hereto, as the Family Unit to which it is assigned, which use shall be to the exclusion of all other co-owners of all other Family Units.

SEVENTH: The title and interest of each co-owner of a Family Unit in the General and/or Limited Common Elements listed in sub-paragraph 2 and 3 of Paragraph Sixth is that percentage determined by dividing the value of each Family Unit by the aggregate value of all Family Units in FAIRLINGTON ARBOR. For purposes of this paragraph and irrespective of the sales price or market value of any Family

FAIRLINGTON ARBOR MASTER DEED, EXHIBIT C

Unit, each type Family Unit shall be deemed to have the following value and interest in the General and/or Limited Common Elements:

TYPE	VALUE	OWNERSHIP
A	\$64,800.00 Arlington	.00364
B lower	\$41,650.00 Barcroft	.00234
B lower end	\$42,800.00 Barcroft	.00240
B upper	\$33,450.00 Barcroft	.00188
B upper end	\$34,550.00 Barcroft	.00194
C	\$50,850.00 Clarendon	.00286
C end	\$52,000.00 Clarendon	.00292
D	\$60,150.00 Dominion	.00338
E	\$45,100.00 Edgewood	.00253
E end	\$45,250.00 Edgewood	.00260

The proportionate share of the common expenses of each co-owner shall be based on the same percentage as is established for his interest in the General and/or Limited Common Elements in Subparagraph 1 of this paragraph. Notwithstanding any other provisions contained in this Master Deed, each co-owner shall be responsible to maintain in good order and repair the limited common element reserved for his exclusive use and possession, including the painting of the interior side of fences enclosing yard areas.

EIGHTH: That the administration of FAIRLINGTON ARBOR, consisting as aforesaid of the Project and parcel of land described in Paragraphs "FIRST,"

"SECOND," and "SIXTH" of this Deed shall be In accordance with the provisions of this Deed and with the provisions of the By-Laws which are mad a part of this Deed and are attached hereto as Exhibit "B", and are made a part hereof, and shall be Subject to the terms of the Property Maintenance Agreement executed by the Council of Co-Owners (as defined in the Act), which is attached hereto as Exhibit "C" and made a part hereof.

NINTH: That As appears above, a Horizontal Property Regime is hereby constituted under and subject to the provisions of the Act so that the Family Units may be conveyed and recorded as individual properties capable of independent use, on account of each having its own exit to a common area of the Project, each Family Unit owner having an exclusive and particular right over his respective Family Unit and also a specified undivided interest in the General and/or Limited Common Elements.

TENTH: That so long as the Grantor owns one or more of the Family Units, the Grantor email be subject to the provisions of this Deed and the Exhibits "A", "B" and "C" attached hereto.

ELEVENTH: That the General and/or limited Common Elements shall remain undivided and no co-owner shall bring any action for partition or division.

TWELFTH: That the percentage of the undivided interest in the General Common Elements established herein shall not be changed except with the unanimous consent, of all of the co-owners and all of the mortgagees in as an amendment to this Deed duly recorded.

THIRTEENTH: That the undivided interest in the General and/or Limited

Common Elements shall not be separate; from the Family Unit to which it appertains and shall be deemed conveyed or encumbered with the Family Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

FOURTEENTH: That each co-owner shall comply with the provisions of this Deed, the By-Laws, decisions and resolutions of the Council of Co-Owners or its representative, and the Property Maintenance Agreement, as lawfully amended from time to time and failure to comply with any such provisions, decisions, or resolutions, shall be grounds for an action to recover sums due, for damages, and/or for injunctive relief.

FIFTEENTH; That the horizontal property regime hereby established shall not be revoked, or the Property removed therefrom or any of the provisions herein amended unless all of the mortgagees under all of the mortgages covering the Family Units, and ninety-five percent (95%) of the co-owners agree to such revocation, or amendment, or removal of the Property from the regime by duly recorded instruments.

SIXTEENTH; That no co-owner may exempt himself from the liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the General Common Elements or by the abandonment of his Family Unit.

SEVENTEENTH: That all co-owners and tenants, present or future, or any other persons who might use the facilities of the Project in any manner, are subject to the provisions of this Deed and that the mere acquisition or rental of any of the Family Units of the Project or the mere act of occupancy of any of said Family Units shall signify that the provisions of this Deed are accepted and ratified.

The respective Family Units shall not be rented by the co-owners thereof for transient or hotel purposes which shall be defined as (a) rentals for any period less than thirty (30) days; or (b) any rental if the occupants of the Family Unit are provided the customary hotel services, such as room service for food and beverage, maid service, furnishing laundry and linen, or bellboy service. Other than the foregoing obligations, the co-owners of the respective Family Units shall have the absolute right to lease same provided that said lease is made subject to the covenants and restrictions contained in this Deed and further subject to the By-Laws and Property Maintenance Agreement attached hereto.

EIGHTEENTH: That if the property subject to the regime is totally or substantially damaged or destroyed, the repair, reconstruction, or disposition of the property shall be as provided in subparagraph (d) of Paragraph TWENTY-FIRST below.

NINETEENTH: The lien of the assessments provided for in the By-Laws attached hereto and incorporated herein by reference shall be Subordinate to the lien of any duly recorded first Deed of Trust and to the lien of any real estate tax assessed against the Family Unit. Sale or transfer of any Family Unit shall not affect the assessment lien. However, the sale or transfer of any Family Unit which is subject to any first Deed of Trust pursuant to a Decree of Foreclosure under such Deed of Trust or any proceeding in lieu of foreclosure shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Family Unit from liability for any assessments thereafter becoming due or from the lien thereof.

TWENTIETH: That in a voluntary conveyance of a Family Unit, the grantee of the Family Unit shall be jointly and severally liable with the grantor for all unpaid assessments to the Council of Co-owners against the latter for his share of the common expenses up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the manager or Board of Directors of the Council of Co-Owners, as the case may be, setting forth the amount of the unpaid assessments against the grantor due the Council of Co-Owners and such grantee shall not be liable for, nor shall the Family Unit conveyed be subject to a lien for any unpaid assessments made by the Council of Co-Owners against the grantor in excess of the amount therein set forth.

TWENTY-FIRST: (A) The Council of Co-Owners, for the benefit of each Family Unit and each co-owner, shall, as a Common Expense, obtain and maintain at all times, in single or concurrent policies, insurance against loss by fire, with endorsement for extended coverage and additional extended coverage, for the full insurable replacement value (to be determined by a qualified appraiser appointed from time to time by the Council of Co-Owners for such purpose) of the Family Units and the General Common Elements, or such other fire and casualty insurance as the Council of Co-Owners, or its delegate, shall determine gives substantially equal or greater protection to the co-owners, containing a "condominium property endorsement" on the FIRAA form, March, 1966, or as the same may hereafter be amended for each co-owner and the mortgagee of such co-owner: provided, however, that the coverage of any blanket fire insurance policy must be in an amount which is satisfactory to the

mortgagees making loans on the individual condominium Family Units.

The premiums for the insurance coverage referred to hereinabove shall be a common expense to be paid by monthly assessments levied by the Council of Co-Owners, shall be held in a separate escrow account solely for the purpose of paying such premiums when they fall due, and shall be apportioned among and assessed to each of the co-owners of Family Units in accordance with his percentage interest in the General Common Elements at as established in Paragraph Seventh.

(B) The insurance to be obtained pursuant to subparagraph (A) shall be governed by the following provisions:

(1) All policies shall be written with a company licensed to do business in the State of Virginia and holding a rating of "AAA" or better by Best's Insurance Reports and a policyholders' rating of "A" or better; and

(2) Exclusive authority to adjust losses under policies hereafter in force shall be vested in the Council of Co-Owners of its delegates; PROVIDED, HOWEVER, that no adjustment shall be deemed binding until concurred in by any mortgagee affected thereby; and

(3) In no event shall the insurance coverage obtained and maintained by the Council of Co-Owners hereunder be brought into contribution with insurance purchased by individual co-owners of their mortgagees; and

(4) Each co-owner may obtain additional insurance at his own expense; PROVIDED, HOWEVER, that no co-owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Council of Co-Owners, in behalf of all the co-owners, may realize under any insurance

policy which the Council of Co-Owners may have in force on the Project at any particular time; and

(5) Each co-owner shall be required to notify the Council of Co-Owners or its delegate of all improvements made by the co-owner to his Family Unit, the value of which is in excess of One Thousand Dollars (\$1,000.00); and

(6) Any co-owner who obtains individual Insurance policies covering any portion of the Project other than personal property belonging to such co-owner, shall be required to file a copy of such individual policy or policies with the Council of Co-Owners, or its delegate, within thirty (30) days after purchase of such insurance, and such policy shall meet the minimum limit requirements as to the Family Unit for which it is obtained as outlined in subparagraph (A) above; and

(7) The insurer shall, in such policy or policies, waive subrogation as to any claims against the Council of Co-Owners, its delegate, the co-owners and their respective servants, tenants, agents and guests; and

(8) The policy or policies so obtained by the Council of Co-Owners shall contain a provision that the said policy or policies cannot be cancelled, invalidated or suspended on account of the conduct of any one or more of the individual co-owners; and

(9) The said policy or policies so procured by the Council of Co-Owners cannot be cancelled, invalidated or suspended on account of the conduct of any officer or employee of the Council of Co-Owners, or of its delegates, without a prior demand in writing that the Council of Co-Owners or delegate cure the said defect within a period of ninety (90) days from the time of such written demand; and



(10) That said policy or policies so procured by the Council of Co-Owners shall provide that they may not be cancelled or substantially modified without at least thirty (30) days prior written notice to all of the insureds, including all mortgagees or Family Unit owners, and duplicate originals of all such policies and the renewals thereof together with proof of payment of premiums shall be delivered to all such mortgagees at least: ten (10) days prior to the expiration of the then current policies.

(C) The Insurance Trustee shall be a bank, savings and loan association or trust company in Virginia, Maryland or the District of Columbia, designated from time to time by the Board of Directors, and having a capital surplus and undivided profits of \$10,000,000.00 or more. The Board of Directors shall pay the fees and disbursements of any Insurance Trustee and such fees and disbursements shall constitute a common expense of the Project.

(D) Except as hereinafter provided and subject to the approval of the mortgagee holding the mortgage covering the Family Unit damaged or destroyed, the Insurance Trustee named in the Condominium Property Endorsement shall receive and hold the amount payable under any of such policy or policies of casualty insurance and apply the same to the cost of reconstruction or repair of such damaged or destroyed Family Unit and the co-owner of such Family Unit shall be obligated to commence, within sixty (60) days from the date of such damage or destruction, the work of reconstructing or repairing such Family Unit according to substantially the same plans, specifications, design and total cubic area pursuant to which such Family Unit was originally constructed, subject to the prior

written approval of the Board of Directors. The Insurance Trustee shall apply, make available and pay the amount received by it under such policy or policies to such co-owner and his mortgagee for such reconstruction and repair, payment thereof to be made at the work progresses at such times, and upon compliance by such co-owner with such conditions as the Insurance Trustee shall impose in order to assure full restoration or repair of the damaged portions of such Family Unit in a workmanlike manner, free and clear of any mechanics' liens and any encumbrances, liens, claims or charges. If the cost of such reconstruction or repair shall exceed the amount paid to the Insurance Trustee under the policy or policies as aforesaid, such excess shall be paid by the co-owner, PROVIDED, HOWEVER, that in the event two-thirds or more of the total number of Family Units are substantially damaged or destroyed, a decision not to reconstruct or repair such damaged or destroyed family Units may be made within sixty (60) days of the date of such damage or destruction by the vote of at least two-thirds in interest of the co-owners, cast in person, or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, and in such event the horizontal Property Regime shall be considered to be terminated and the property shall be owned as hereinafter provided in the case of termination. If less than two-thirds of the total number of Family Units are damaged or destroyed, it shall be mandatory that such Family Units be repaired and restored as aforesaid.

(E) The Council of Co-Owners, for the benefit of each Family Unit and each co-owner, shall obtain and maintain at all times, in single or concurrent policies, insurance against any liability for torts arising on land in which the Family Unit owners have an undivided interest, with limits of liability of not less

than ONE MILLION DOLLARS (\$1,000,000.00) for any one person injured for any one accident, which said policy or policies shall be issued on a comprehensive liability basis and shall provide cross-liability endorsement wherein the liability of the named insureds shall not be prejudiced as respects his, her, its or their action against another named insured. The premiums for such liability insurance policy shall be a common expense to be paid by the monthly assessments levied by the Council on each co-owner of a Family Unit in accordance with his percentage interest in the General Common Elements as established in Paragraph Seventh.

(F) The insurance to be obtained pursuant to Sub-paragraph (E) shall be covered by the provisions contained in Sub-paragraph (B) of this Paragraph Twenty-First.

TWENTY-SECOND: Easements are reserved through each of the Family Units for the benefit of any adjoining Family Unit as may be required for electrical lines and conduits, heating and ventilating ducts, water lines, drain pipes and other appurtenances to such utility systems in order to adequately serve each of such Family Units. Such easements through a Family Unit shall be according to the plans and specifications for the building containing the Family Unit or as the Family Unit is constructed, unless a variance for same is approved in writing by the co-owner subject to such easement.

TWENTY-THIRD: Easements are reserved by the Grantor herein for other sections of FAIRLINGTON ARBOR (property presently known as South Fairlington), for sanitary sewer and storm sewer and other utility purposes, and the Grantor herein, its successors or assigns, does hereby reserve the right to enter on and upon the

General and/or Limited Common Elements of FAIRLINGTON ARBOR to do any work required to be done in order to construct or modify such sanitary and storm sewers and other utility easements as herein provided.

TWENTY-FOURTH: If any portion of the Common Elements encroaches upon any Family Unit upon completion of construction, or if any Family Unit encroaches upon any other Family Unit, or upon any portion of the Common Elements upon completion of construction or if any encroachment shall occur as a result of (a) settling of the buildings; or (b) alterations or repairs to the Common Elements made by or with the consent of the Board of Directors; or (c) as a result of repair or reconstruction of the buildings or Family Units after damage by fire or other casualty; or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the buildings stand.

TWENTY-FIFTH: Easements of support are hereby reserved for the benefit of such Family Unit to the extent necessary in and to the horizontal and vertical walls required to support such Family Unit.

TWENTY-SIXTH: There is reserved to the Council of Co-Owners the exclusive right to provide for all exterior painting and other exterior maintenance of all Family Units in the Project and all painting of the exterior side of the fences, including limited common elements, and such maintenance of the exterior of the Family Units and of the exterior side of the fences, including limited common elements in the Project, shall be a common expense to be paid from this reserve fund as provided in the Property Maintenance Agreement attached hereto as Exhibit "C".

TWENTY-SEVENTH: There is reserved to the Council of Co-Owners, or to its

delegate, as provided in the By-Laws, the right of entry to any Family Unit when necessary in connection with any repairs, maintenance, landscaping or construction for which the Council of Co-Owners is responsible, or for which any co-owner is responsible hereunder. Except in emergencies, such entry shall be scheduled with the co-owner so as to cause as little inconvenience to the co-owner at practicable, and any damage caused thereby shall be repaired at the expense of the Council of Co-Owners; PROVIDED, HOWEVER, that if such entry is made to perform any obligation for which the co-owner is responsible such entry and all work done shall be at the risk and expense of such co owners.

TWENTY-EIGHTH; The rights and obligations of any co-owner not otherwise herein or by reference specifically provided for shall be determined pursuant to the provisions of the Act, as amended, and in force on the date of the recordation of this Deed.

TWENTY-NINTH: In the event this condominium regime is terminated:

(a) The property shall be deemed to be owned in common by the Family Unit owners;

(b) The undivided interest in the property owned in common which shall appertain to each Family Unit owner shall be the percentage of undivided interest previously owned by such owner in the General Common Elements;

(c) Any liens affecting any of the Family Units shall be deemed to be transferred in accordance with the existing priorities to the percentage of the undivided interest of the Family Unit owner In the property as provided herein; and

(d) The property shall be subject to an action for partition at the

suit of any Family Unit owner, in which event the net proceeds of sale, together with the net proceeds of the insurance of the property, if any, shall be considered as one fund and shall be divided among all the Family Unit owners in a percentage equal to the percentage of undivided interest owned by each owner in the Property, after first paying out of the respective shares of the Family Unit owners, to the extent sufficient for the purpose, all liens on the undivided interest in the Property owned by each Family Unit owner.

(e) Notwithstanding any other provision contained in subparagraphs (a) through (d) of this Paragraph TWENTY-NINTH of this Master Deed, first mortgage or Deed of Trust liens on damaged or destroyed Family Units shall be satisfied out of the insurance proceeds, to the extent sufficient for the purpose, prior to a partition suit being instituted and thereafter the interest in the property owned or in the distribution of the proceeds derived from a partition suit, of all such Family Unit owners, whose first mortgages or Deeds of Trust have been so satisfied, shall be equitably adjusted.

THIRTIETH: The provisions hereof shall be deemed individual and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

THIRTY-FIRST: This Deed shall take affect upon recording.

IN WITNESS WHEREOF, the Grantor has caused these presents to be signed in its corporate name by J. D. Lee, its Exec. Vice President and its corporate seal to be affixed hereto by Stephen R. Rotroff, its Asst. Sec., all on the date first above written.

CBI FAIRMAC CORPORATION

By J. D. Lee  
Executive Vice President



(SEAL)

ATTEST:

Stephen R. Rotroff  
Assistant Secretary

STATE OF VIRGINIA

COUNTY OF ARLINGTON, to-wit:

I, the undersigned, a notary public in and for the County aforesaid, do hereby certify that J. D. Lee and Stephen R. Rotroff, whose names as Exec. Vice President and Assistant Secretary, respectively, of CBI FAIRMAC CORPORATION, are signed to the writing foregoing and hereto annexed, bearing date on the 3rd day of August, 1973, personally appeared before me in my said County aforesaid and acknowledged said writing to be the act and deed of their said corporation, and the seal thereto affixed to be the corporate seal, and the writing was so signed and acknowledged by them and the said seal so affixed by authority of the Board of Directors of said Corporation.

Given under my hand this 3rd day of August, 1973.

My commission expires on the 8th day of March, 1977.

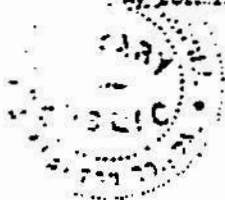
Margaret M. Smith  
Notary Public

I, the undersigned, a notary public in and for the County aforesaid, do hereby certify that J. D. Lee and Stephan R. Retroff, whose names as Executive Vice President and Assistant Secretary, respectively, of CBI FAIRMAC CORPORATION, are signed to the writing foregoing and hereto annexed, bearing date on the 1st day of August, 1973, personally appeared before me in my County aforesaid and reacknowledged said writing to be the act and deed of their said corporation, and for the purposes of amending the By-Laws by the incorporation of Article XI herein, correcting the Master Deed by deleting the second Page 7 and substituting Page 8, correcting the floor plan designation of the Barcroft family unit from Upper to lower and correcting the floor plan and changing the name from Buckingham to Braddock and adding the revised floor plan for the Dominion Unit, adding the five-year clause, correcting the street boundaries and changing the dates October 1, 1974 and October 31, 1974 to April 30, 1975, and correcting numerous and sundry typographical errors.

The seal thereto affixed is the corporate seal and the writing was so signed and acknowledged by them and the said seal so affixed by authority of the Board of Directors of said Corporation.

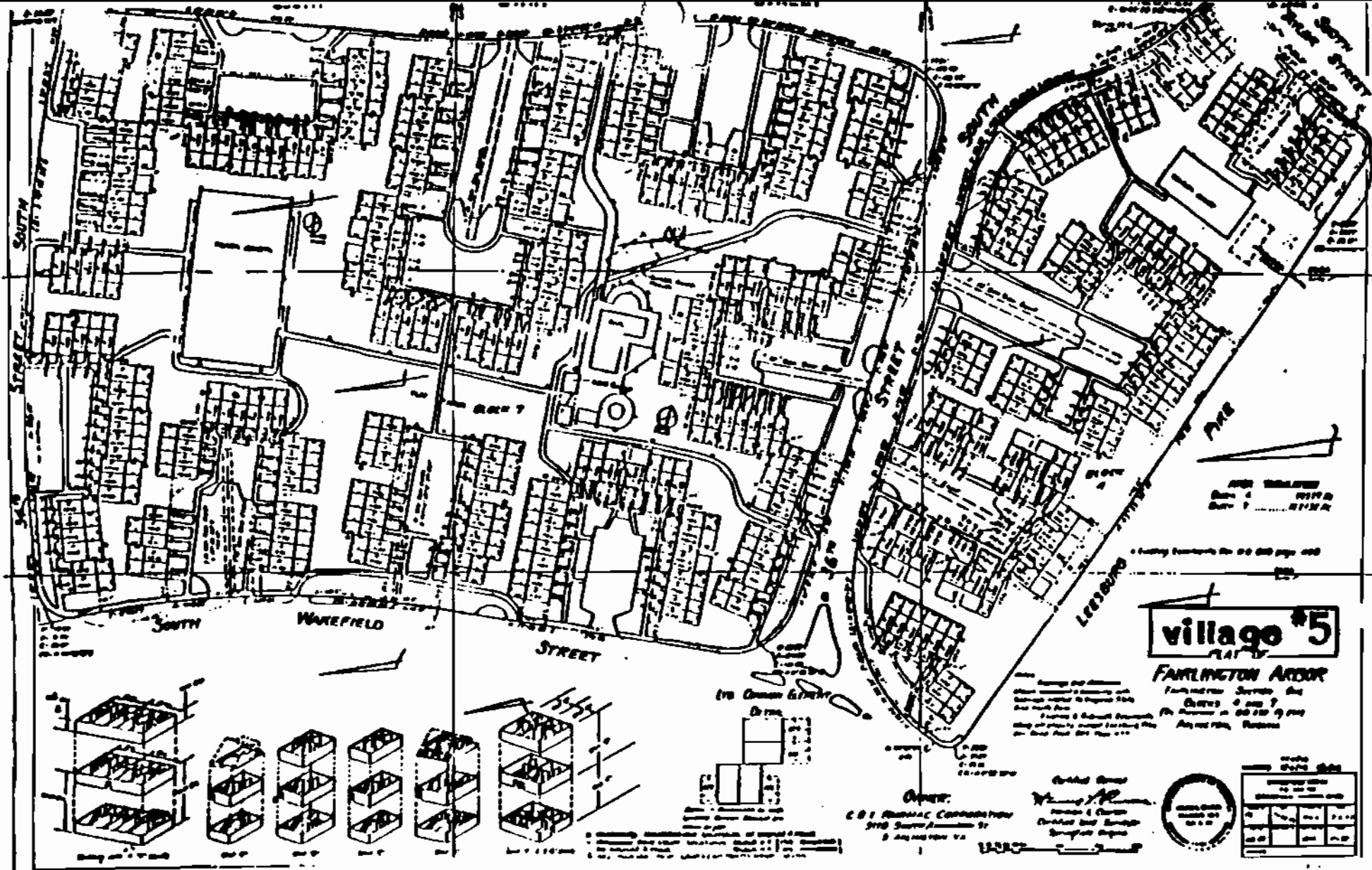
Given under my hand this 12th day of June, 1974.

My commission expires on the 28th day of June, 1976.



*Franklin L. Council*  
Notary Public





# village #5

FAIRLINGTON ARDEN

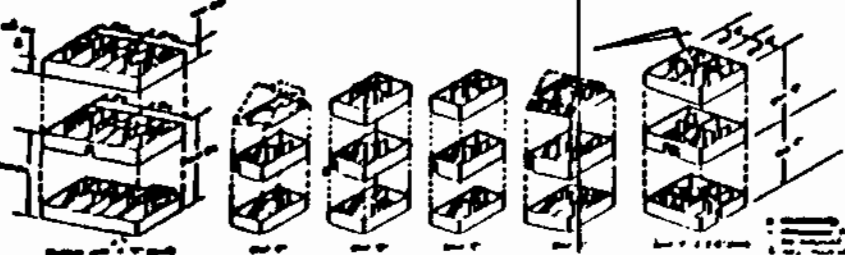
Fairlington Arden  
 Units: 6 and 7  
 Ph. Number: 68 22 9 22  
 Architect: Robert



NO.	DESCRIPTION	DATE

OWNER:  
 C-1 FEDERAL CORPORATION  
 3700 SOUTHWEST ST.  
 WASHINGTON, D.C.

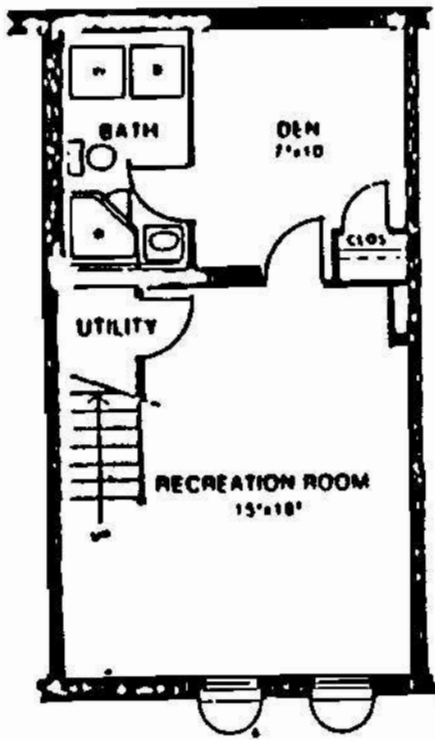
ARCHITECT:  
 ROBERT  
 1300



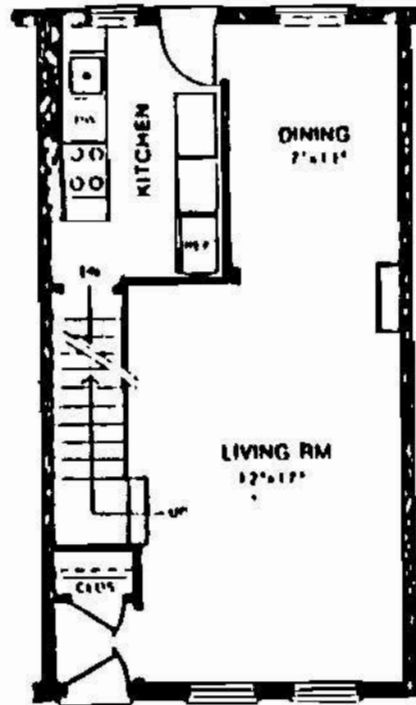
1. Building height maximum at ground level  
 2. Building height maximum at ground level  
 3. Building height maximum at ground level  
 4. Building height maximum at ground level  
 5. Building height maximum at ground level  
 6. Building height maximum at ground level

TYPE C - EXHIBIT "A" TO MASTER DEED

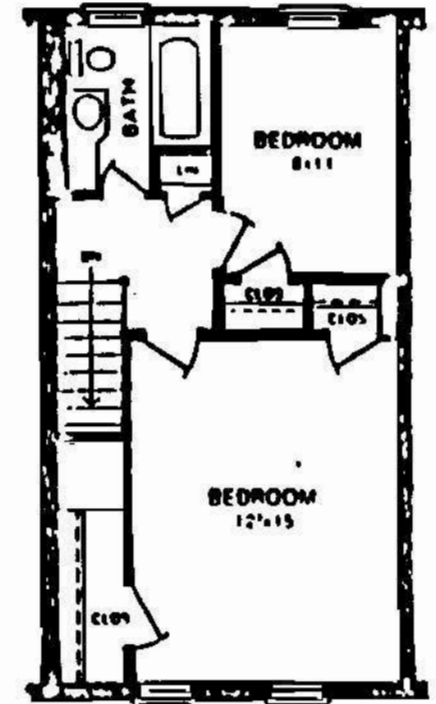
# CLARENDON



LOWER LEVEL



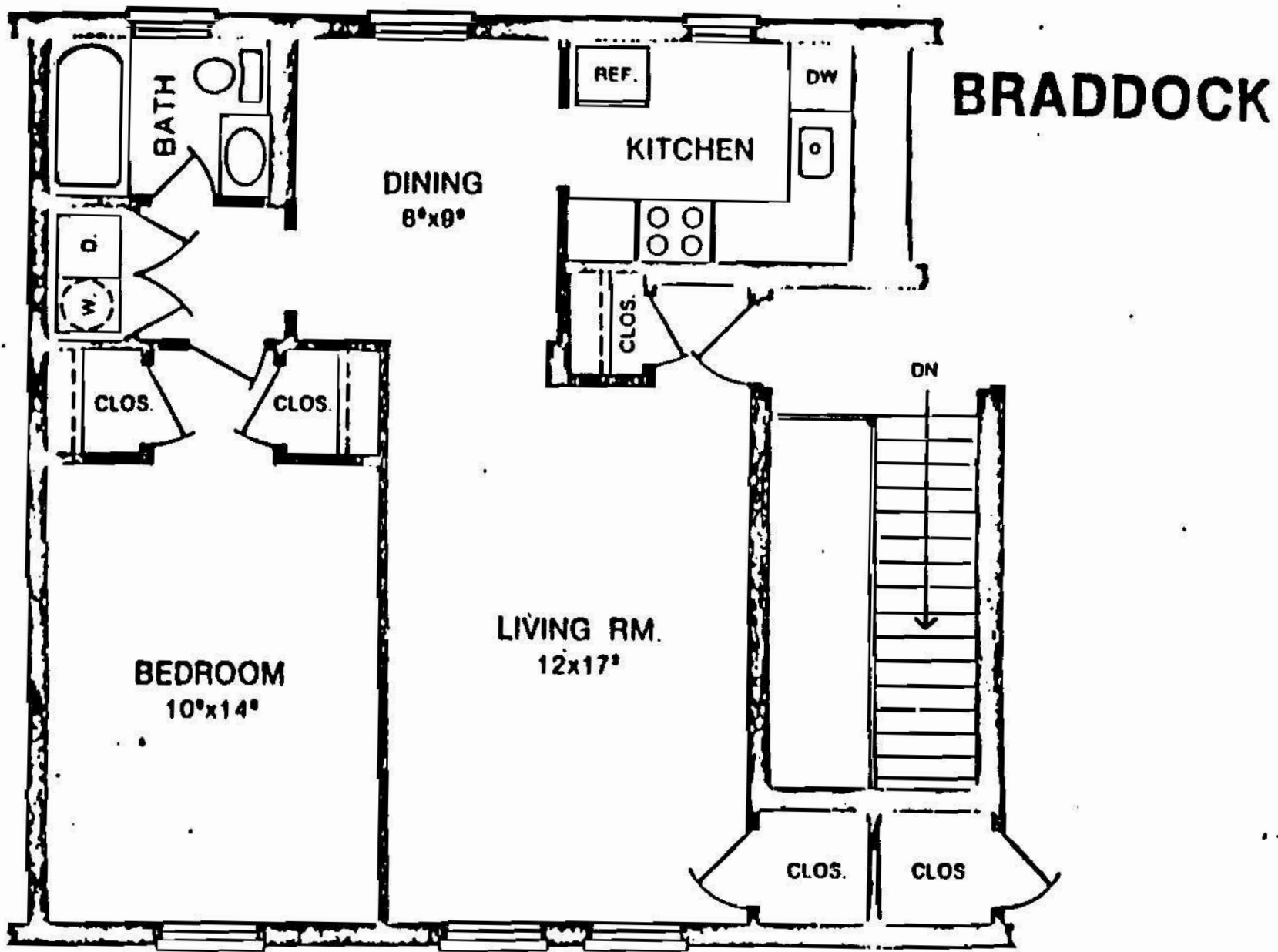
FIRST FLOOR



SECOND FLOOR

*DIMENSIONS SHOWN ON THESE FLOOR PLANS ARE APPROXIMATE AND SUBJECT TO CHANGE.*

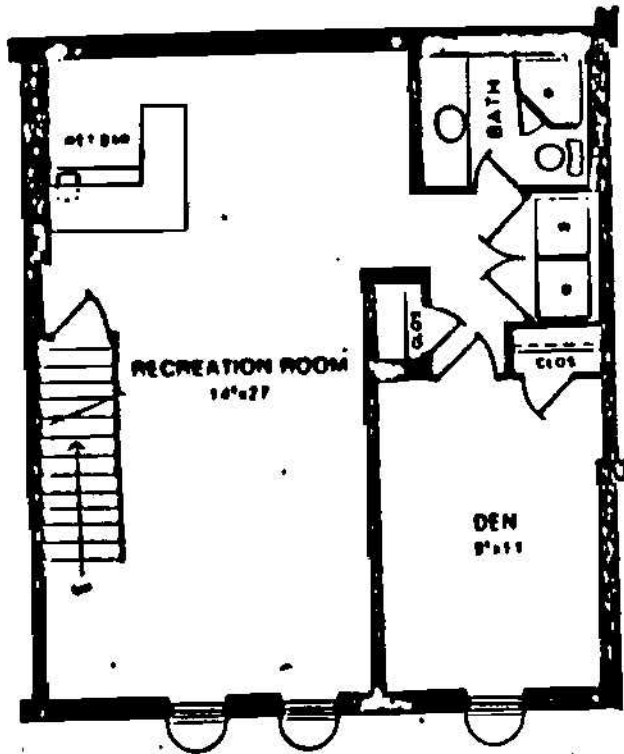
TYPE B-UPY. EXHIBIT "A" TO MASTER DEED



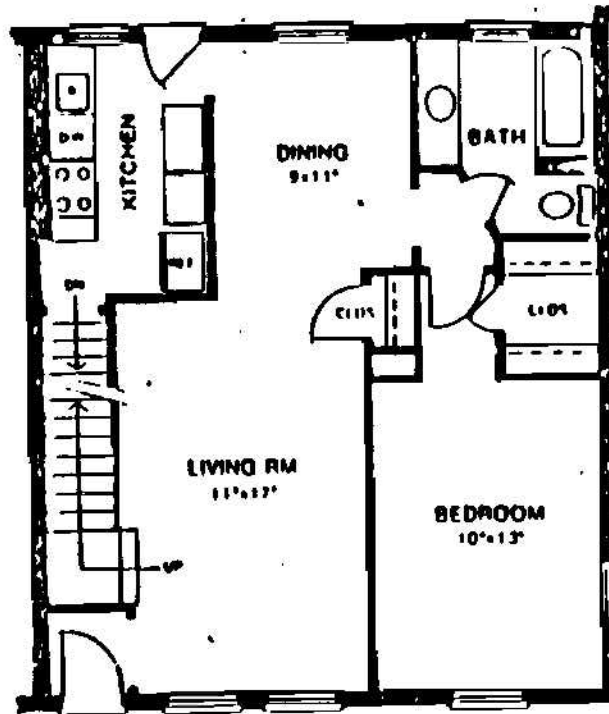
DIMENSIONS SHOWN ON THESE FLOOR PLANS ARE APPROXIMATE AND SUBJECT TO CHANGE.

TYPE A - EXHIBIT, "A" TO MASTER DEED

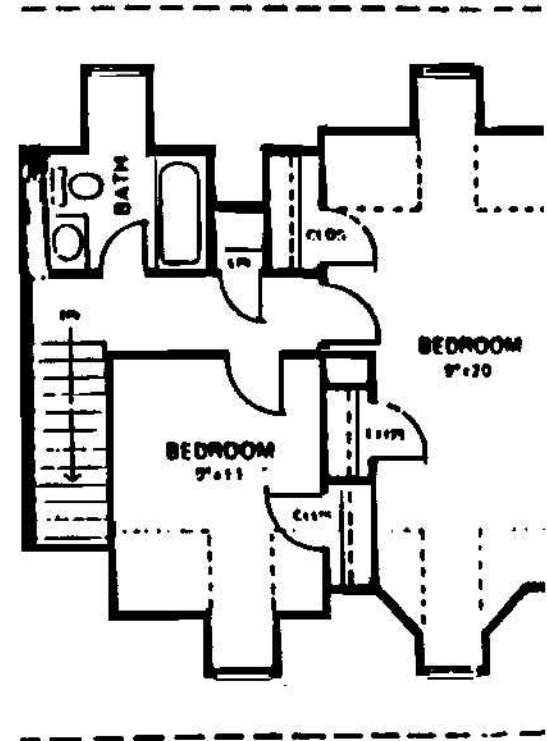
# ARLINGTON



LOWER LEVEL



FIRST FLOOR

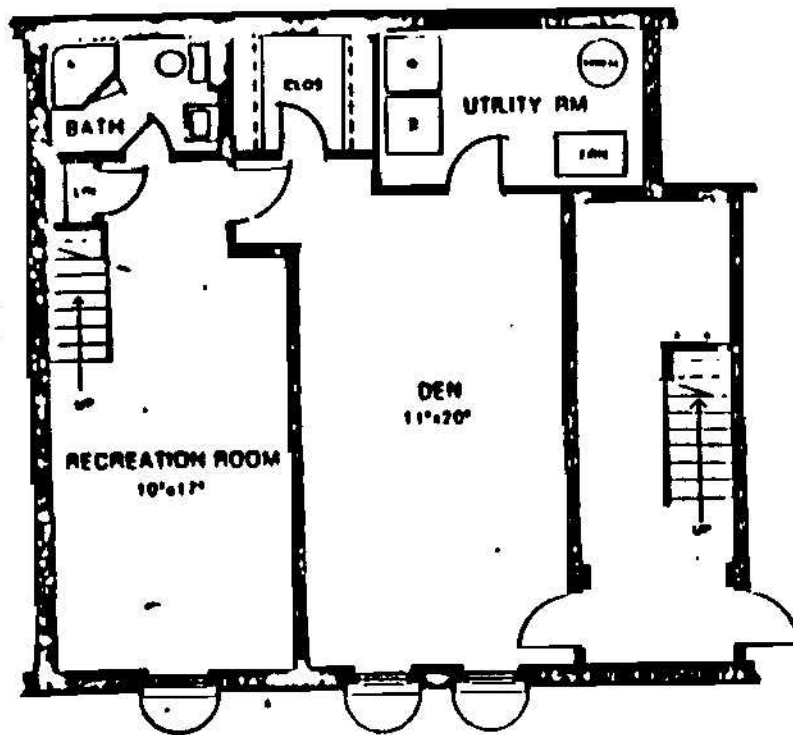


SECOND FLOOR

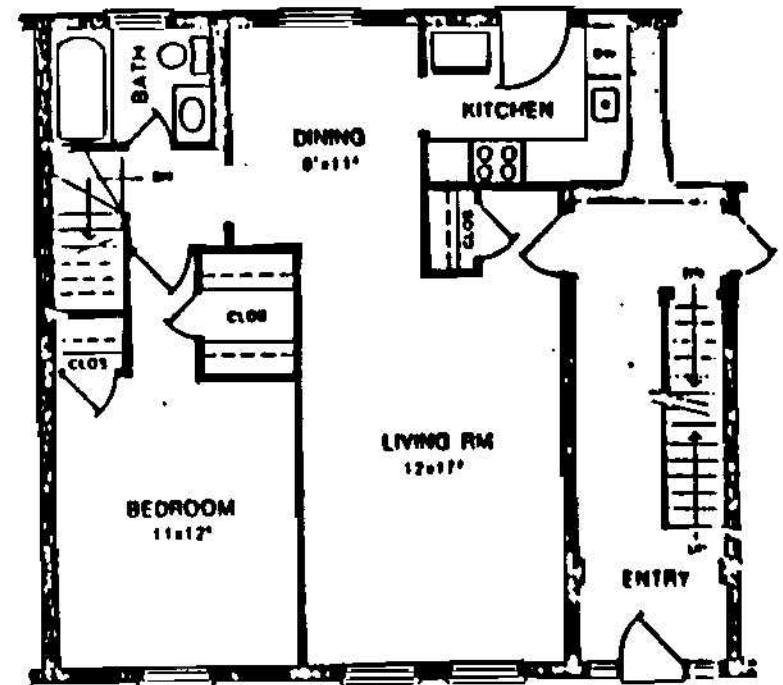
DIMENSIONS SHOWN ON THESE FLOOR PLANS ARE APPROX AND SUBJECT TO CHANGE.

TYPE D-LOWER - EXHIBIT "A" TO MASTER DEED

# BARCROFT



LOWER LEVEL

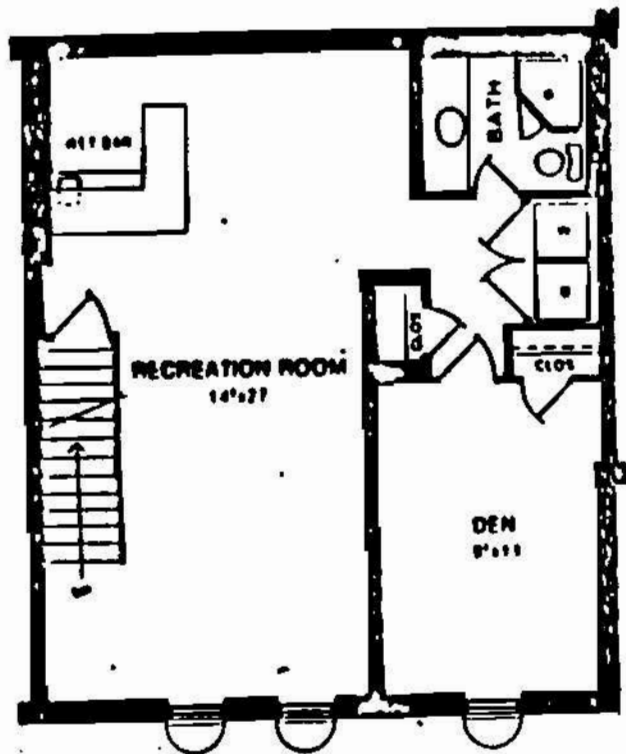


FIRST FLOOR

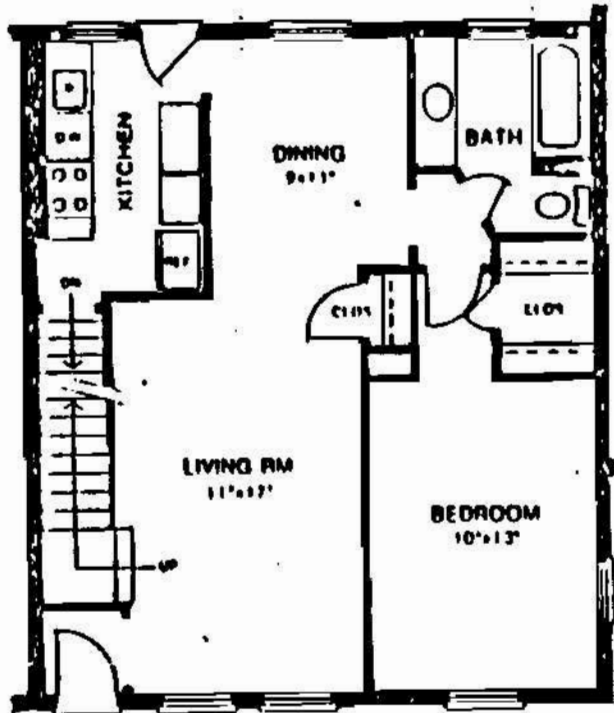
DIMENSIONS SHOWN ON THESE FLOOR PLANS ARE APPROXIMATE AND SUBJECT TO CHANGE.

TYPE A - EXHIBIT, "A" TO MASTER DEED

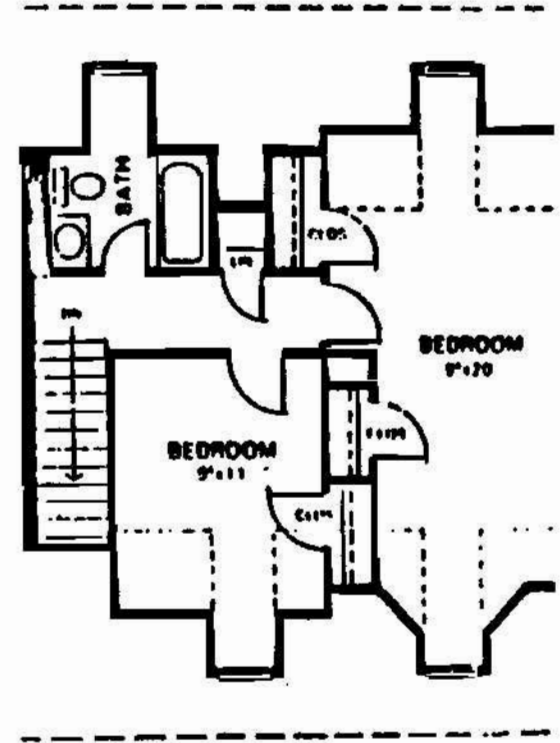
# ARLINGTON



LOWER LEVEL



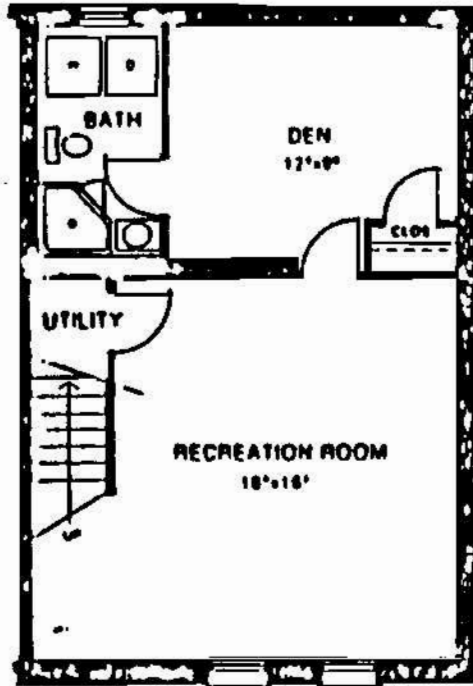
FIRST FLOOR



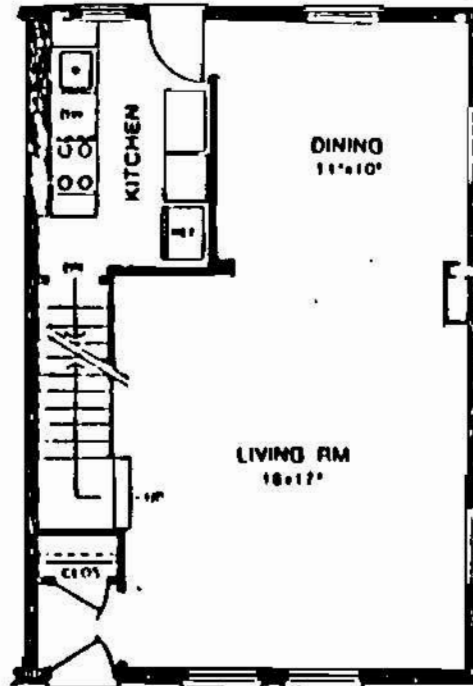
SECOND FLOOR

DIMENSIONS SHOWN ON THESE FLOOR PLANS ARE APPROXIMATE AND SUBJECT TO CHANGE.

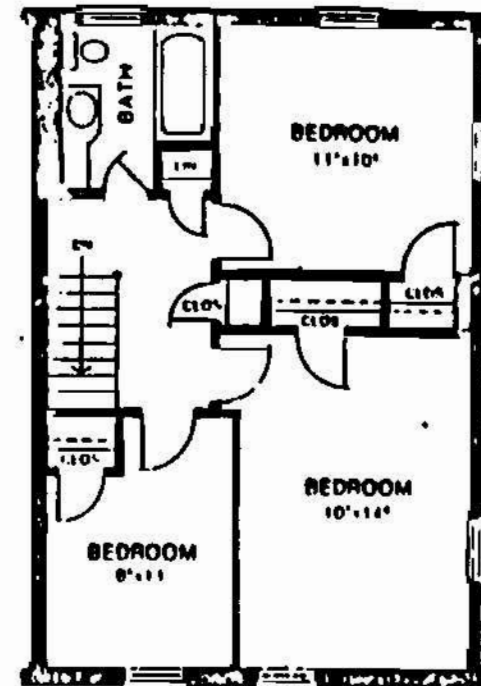
# DOMINION



LOWER LEVEL



FIRST FLOOR

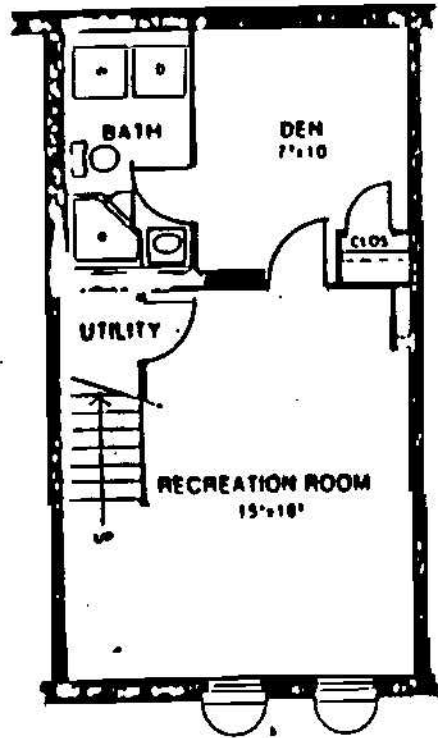


SECOND FLOOR

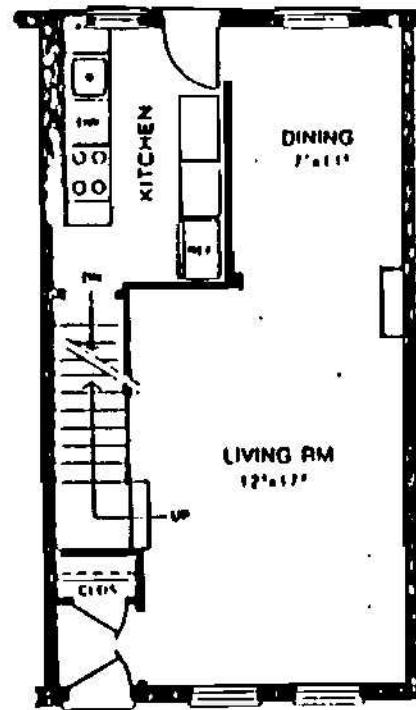
*DIMENSIONS SHOWN ON THESE FLOOR PLANS ARE APPROXIMATE AND SUBJECT TO CHANGE.*

TYPE E - EX IT "A" TO MASTER DEED

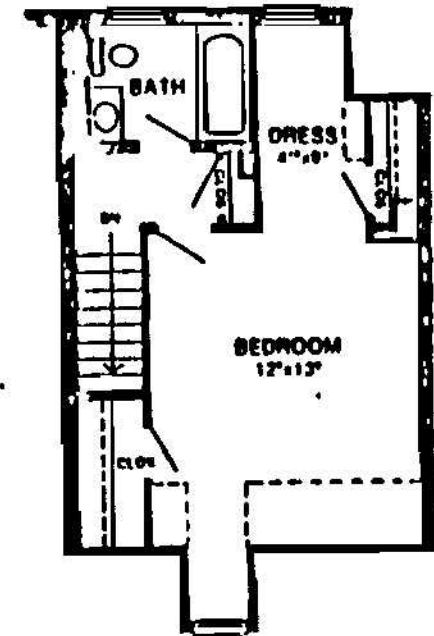
# EDGEWOOD



LOWER LEVEL



FIRST FLOOR



SECOND FLOOR

DIMENSIONS SHOWN ON THESE FLOOR PLANS ARE APPROXIMATE AND SUBJECT TO CHANGE.



THIS DEED OF CORRECTION, made this 8th day of May, 1975, by CBI FAIRMAC CORPORATION, a Delaware Corporation, herein called Declarant;

WHEREAS, Declarant submitted certain property known as FAIRLINGTON ARBOR to Horizontal Property Act by that certain Master Deed, dated August 3, 1973, and recorded in Deed Book 1832, at Page 685 et seq., and re-recorded in Deed Book 1862, at Page 680 et seq., as corrected by Instrument recorded in Deed Book 1878, Page 123 among the land records of Arlington County, Virginia, reference being made to said recorded Master Deed for a more particular description of the property therein submitted; and

WHEREAS, certain internal changes have been made in the floor plans which do not affect either the external boundaries or the square footage of the family units, it is the desire of the Declarant hereto to correct said floor plans.

NOW, THEREFORE, THIS DEED OF CORRECTION WITNESSETH that for and in consideration of the premises, the Declarant covenants and agrees that the floor plans of the family units previously recorded as Exhibit "A" to the aforesaid Master Deed recorded in Deed Book 1832, at Page 485 et seq., and re-recorded in Deed Book 1862, at Page 680 et seq., as corrected by Instrument recorded in Deed Book 1878 at Page 123 among the land records of Arlington County, Virginia, shall be corrected to the floor plans attached hereto and made a part hereof.

IN WITNESS WHEREOF, CBI Fairmac Corporation has caused this deed to be signed in its corporate name by its President and its corporate seal to be hereto affixed, duly attested by its Assistant Secretary, both of said officers being duly authorized therefor, all as of the day, month and year first above written.

CBI FAIRMAC CORPORATION

By *Walter J. Hodges*  
President

ATTEST:

*Ann P. Walsh*  
Assistant Secretary

STATE OF VIRGINIA  
COUNTY OF ARLINGTON, co-wit:

I, the undersigned, a Notary Public in and for the County aforesaid, do hereby certify that Walter J. Hodges and Ann P. Walsh whose names as President and Assistant Secretary, respectively, of CBI Fairmac Corporation, are signed to the writing foregoing and hereto annexed, bearing date on the 8th day of May, 1975, personally appeared before me in my said County and acknowledged said writing to be the act and deed of their corporation, and the seal thereto affixed to be the corporate seal, and the writing was so signed and acknowledged by them and the said seal so affixed by authority of the board of Directors of said Corporation.

Given under my hand this 8th day of May, 1975.

My commission expires on the 16th day of September, 1977.

*Walter J. Hodges*  
Notary Public