

In the County of Arlington, Commonwealth of Virginia, on this 3rd day of August, 1973, ~~XX~~ 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 55, Code of Virginia 1950, as amended, known as the "Horizontal Property Act" (the "Act") to be henceforth known as FAIRLINGTON MEWS, 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 situate 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 1686, 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 MEWS. 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 10, 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 five (5) Type A Family Units, twenty-two (22) inside Type B lower Family Units, ten (10) end Type B lower Family Units, twenty-two (22) inside Type B upper Family Units, ten (10) end Type B upper Family Units, one hundred ten (110) inside Type C Family Units, forty-seven (47) end Type C Family Units, thirteen (13) Type D Family Units, sixteen (16) inside Type E Family Units, twelve (12) end Type E Family Units, two (2) inside Type E2 Family Units, two (2) End Type E2 Family Units, two (2) Type F with patio Family Units, four (4) Type G Family Units, for a total of two hundred seventy-seven (277) Family Units, all for residential purposes. The condominium Family Units 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 806,770 square feet, of which 136,800 square feet will constitute Family Units, and 669,970 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 five (5) Type A Family Units, twenty-two (22) inside Type B lower Family Units, ten (10) end Type B lower Family Units, twenty-two (22) inside Type B upper Family Units, ten (10) end Type B upper Family Units, one hundred ten (110) inside Type C Family Units, forty-seven (47) end Type C Family Units, thirteen (13) Type D Family Units, sixteen (16) inside Type E Family Units, twelve (12) end Type E Family Units, two (2) inside Type E2 Family Units, two (2) end Type E2 Family Units, two (2) Type F with patio Family Units, four (4) Type G 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, end Type B lower Family Units, inside Type B upper Family Units, end Type B upper Family Units, inside Type C Family Units, end Type C Family Units, Type D Family Units, inside Type E Family Units, end Type E Family Units, inside Type E2 Family Units, end Type E2 Family Units, Type F with patio Family Units and Type G 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 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 contest so required, 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 1009 square feet in 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 surface 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 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 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 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 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:

(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 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:

(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 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 E Family Unit has access to a corridor or stairway or has an exterior entrance as shown on Exhibit A.

(g) The Type F Family Units are 1020 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 F Family Unit from the Type G Family Unit above 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 F Family Unit has access to a corridor or stairway or has an exterior entrance as shown on Exhibit A.

(h) The Type G Family Units are 1000 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 G Family Unit from the Type F Family Unit below 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 G Family Unit has access to a corridor or stairway or has an exterior entrance as shown on Exhibit A.

(i) The Type E2 Family Units are 910 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 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 E2 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 meter 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 are two (2) boiler houses presently located on the land described on 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 as shown on the family unit identification plat attached hereto as 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 MEWS. For purposes of this paragraph and irrespective of the sales price or market value of any Family Unit, each type Family Unit shall be deemed to have the following value and interest in the General and/or Limited Common Elements:

<u>Unit Type</u>	<u>Number</u>	<u>Value</u>	<u>Percentage of Ownership</u>	
			<u>Per Unit</u>	<u>Total Type</u>
A	5	\$69,500	.5023	2.5125
B lower inside	22	47,700	.3448	7.5856
B lower end	10	48,700	.3521	3.5210
B upper inside	22	38,500	.2783	6.1226
B upper end	10	39,500	.2855	2.8550
C inside	110	51,000	.3687	40.5570
C end	47	52,000	.3759	17.6673
D	13	63,500	.4590	5.9670
E inside	16	49,500	.3577	5.7232
E end	12	50,500	.3651	4.3812
E2 inside	2	42,500	.3072	0.6144
E2 end	2	43,500	.3145	0.6290
F	2	40,000	.2892	0.5784
G	<u>4</u>	44,500	.3217	<u>1.2868</u>
	<u>277</u>			<u>100.0000</u>

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 MEWS, 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 made 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 the 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 shall 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 an amendment to this Deed duly recorded.

THIRTEENTH: That the undivided interest in the General and/or Limited Common Elements shall not be separated 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 mortgagee 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 as established by 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 or 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 or 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 delegate, 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 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 as 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 MEWS (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 MEWS 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 restoration 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 each 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 as 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 in 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.

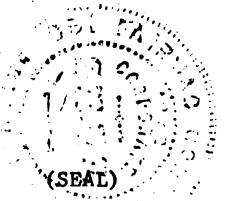
THIRTIETH: The provisions hereof shall be deemed individual and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

THIRTY-FIRST: This Deed shall take effect 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



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 N. Smith
Notary Public

