

MASTER DEED

In the County of Arlington, Commonwealth of Virginia, on this 6th day of July, 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 President, Walter J. Hodges, 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 GLEN, 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 GLEN. 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 May 22, 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.

mailed to Carroll
7/25/74

THIRD: That the said Project consists of ten (10) Type A Family Units, thirty-four (34) inside Type B lower Family Units, twelve (12) end Type B lower Family Units, thirty-four (34) inside Type B upper Family Units, twelve (12) end Type B upper Family Units, one hundred-forty (140) inside Type C Family Units, fifty-seven (57) end Type C Family Units, thirty-three (33) Type D Family Units, ten (10) inside Type E Family Units, and ten (10) end Type E Family Units, for a total of three hundred fifty-two (352) 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 1,053,050 square feet, of which 176,400 square feet will constitute Family Units, and 876,650 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 ten (10) Type A Family Units, thirty-four (34) inside Type B lower Family Units, twelve (12) end Type B lower Family Units, thirty-four (34) inside Type B upper Family Units, twelve (12) end Type B upper Family Units, one hundred-forty (140) inside Type C Family Units, fifty-seven (57) end Type C Family Units, thirty-three (33) Type D Family Units, ten (10) inside Type E Family Units, and ten (10) end Type E 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 C Family Units, and Type C Family Units, Type D Family Units, 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:

(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 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 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:

(1) 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).

(11) 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:

(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).

(11) 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 other exterior finish of the roof).

(11) 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 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 three (3) 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 GLEN. 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>TYPE</u>	<u>VALUE</u>	<u>OWNERSHIP</u>	
A	\$61,700.00	.00379	170.15
B lower	39,650.00	.00243	109.10
B lower end	40,750.00	.00250	112.25
B upper	31,865.00	.00195	87.55
B upper end	32,965.00	.00202	90.70
C	48,450.00	.00297	133.35
C end	49,550.00	.00304	136.50
D	57,275.00	.00351	157.60
E	42,950.00	.00263	118.05
E end	44,050.00	.00270	121.20

1987 Assessment Rate

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 GLEN, 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 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 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: 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 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 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 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 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 GLEN (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 GLEN 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 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 effect upon recording.

IN WITNESS WHEREOF, the Grantor has caused these presents to be signed in its corporate name by Walter J. Hodges, President, and its corporate seal to be affixed hereto by Stephen R. Rotroff, its Assistant Secretary, all on the date first above written.



CBI FAIRMAC CORPORATION

By Walter J. Hodges
President

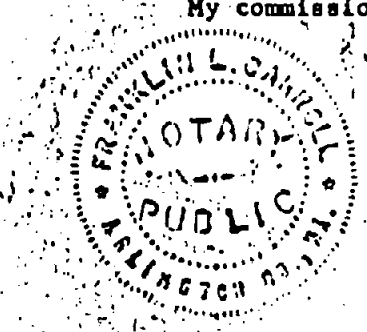
ATTEST:
Stephen R. Rotroff
Assistant Secretary

STATE OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

I, the undersigned, a notary public in and for the County aforesaid, do hereby certify that Walter J. Hodges and Stephen R. Rotroff, 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 6th day of July, 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 6th day of July, 1973.

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



Franklin L. Carroll
Notary Public

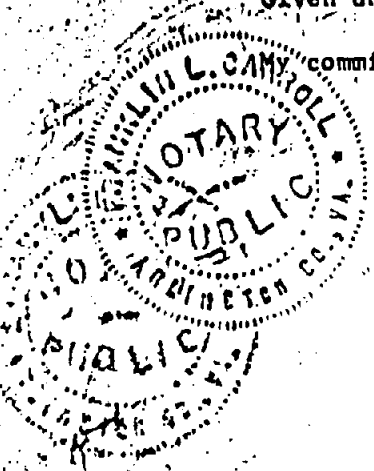
STATE OF VIRGINIA

COUNTY OF ARLINGTON, to-wit:

I, the undersigned, a notary public in and for the County aforesaid, do hereby certify that Walter J. Hodges and Stephen R. Retroff, 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 6th day of July, 1973, personally appeared before me in my said County aforesaid and reacknowledged said writing to be the act and deed of their said corporation, and for the purpose of correcting the number of square feet in the Type B upper Family Units, from 1290 square feet to 712 square feet and to add the following floor description thereof "and will not necessarily have hardwood floors, but will have wall to wall carpeting," 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 9th day of July, 1973.

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

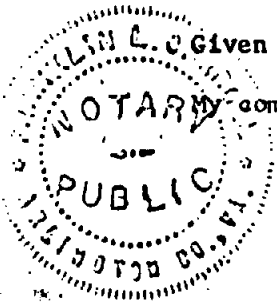


Franklin L. Camm
 Notary Public

COUNTY OF ARLINGTON, to-wit:

I, the undersigned, a notary public in and for the County aforesaid, do hereby certify that Walter J. Hodges and Stephen R. Rotroff, 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 6th day of July, 1973, personally appeared before me in my said 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 incorporation of Article XI herein, and to correct the Deed as to total square footage, to correct the date to November 30, 1974, in the By-Laws, and to correct dates and to correct the Buckingham unit to Braddock and change its square footage to 712, to add the 5-year clause as to the management in the Property Management Agreement, to change the revised floor plans of the Dominion unit and to correct numerous and sundry typographical errors, 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 31st day of May, 1974.
 My commission expires on the 28th day of June, 1976.



Franklin L. Carril

 Notary Public

BOOK 1828 PAGE 528
BOOK 1862 PAGE 628

EXHIBIT "B" TO MASTER DEED

BY-LAWS
OF
FAIRLINGTON GLEN

ARTICLE I

PLAN OF CONDOMINIUM FAMILY UNIT OWNERSHIP

Section 1. Condominium Family Unit Ownership. The project located at Quaker Lane, South 35th Street, Leesburg Pike, South Utah Street and South Taylor Street; County of Arlington, State of Virginia, known as "FAIRLINGTON GLEN" is submitted to the provisions of Chapter 4.1, Title 55, Code of Virginia 1950, as amended (the "Act").

Section 2. By-Laws Applicability. The provisions of these By-Laws are applicable to the project. (The term "Project" as used herein shall include the land.)

Section 3. Personal Application. All present or future co-owners, tenants, future tenants or their employees, or any other person that might use the facilities of the Project in any manner, are subject to the regulations set forth in these By-Laws and to the Property Maintenance Agreement, attached as Exhibit "C" to the recorded Master Deed.

The mere acquisition or rental of any of the condominium family units (hereinafter referred to as "Family Units") of the Project or the mere act of occupancy of any of said Family Units will signify that these By-Laws and the provisions of the Property Maintenance Agreement are accepted, ratified and will be complied with.

ARTICLE II

VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. Voting. Voting shall be on a percentage basis and the percentage of the vote to which the owner is entitled is the percentage assigned to the Family Unit or Family Units in the Master Deed. Each co-owner is deemed to assign his voting rights in the Council of Co-Owners which attach to his Family Unit to CBI FAIRMAC CORPORATION until eighty percent (80%) of the Family Units submitted to the Horizontal Property Regime pursuant to the Master Deed are sold by CBI FAIRMAC CORPORATION, or until

November 30, 1974, whichever is later, and each co-owner, upon accepting a deed to his Family Unit, agrees to execute an irrevocable assignment of his voting rights to CBI FAIRMAC CORPORATION until such date.

Section 2. Majority of Co-Owners. As used in these By-Laws the term "majority of co-owners" shall mean those co-owners holding more than fifty percent (50%) of the votes in accordance with the percentages assigned in the Master Deed.

Section 3. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of co-owners" as defined in Section 2 of this Article shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE III

ADMINISTRATION

Section 1. Council Responsibilities. The co-owners of the Family Units will constitute the Council of Co-Owners (hereinafter referred to as "Council") who will have the ultimate responsibility of administering the Project, approving the annual budget, establishing the monthly assessment for the subsequent year and reviewing the Board of Directors' arrangements for the management of the Project. Except as otherwise provided, decisions and resolutions of the Council shall require approval by a majority in interest of the co-owners.

Section 2. Annual Meetings. The first annual meeting of the Council shall be held November 30, 1974. Thereafter, the annual meetings of the Council shall be held on the thirtieth day of November of each succeeding year. At such meetings there shall be elected by ballot of the co-owners a Board of Directors in accordance with the requirements of Section 5 of Article IV of these By-Laws. The co-owners may also transact such other business of the Council as may properly come before them.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the co-owners as directed by resolution of the Board of Directors or upon a petition signed by a majority in interest of the co-owners and having been presented to the Secretary, or at the request of CBI FAIRMAC CORPORATION, or its duly authorized

representative. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths of the co-owners present either in person or by proxy.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each co-owner of record, at least five (5) but not more than ten (10) days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served. Notices of all meetings shall be mailed to CBI FAIRMAC CORPORATION.

Section 5. Adjourned Meetings. If any meeting of co-owners cannot be organized because a quorum has not attended, the co-owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 6. Order of Business. The order of business at all meetings of the co-owners of Family Units shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of lender's representative, if present.
- (f) Report of Committees.
- (g) Election of inspectors of election.
- (h) Election of directors.
- (i) Unfinished business.
- (j) New business.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Council shall be governed by a Board of Directors composed of five (5) persons, all of whom must be co-owners of Family Units in the Project, provided, however, that while CBI FAIRMAC CORPORATION

holds irrevocable proxies from the co-owners, the Board of Directors need not be composed of co-owners.

Section 2. Powers and Duties. The Board of Directors shall have the power and duties necessary for the administration of the affairs of the Council and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the co-owners.

Section 3. Other Duties. In addition to duties imposed by these By-Laws or by resolutions of the Council, the Board of Directors shall be responsible for the following:

- (a) Care, upkeep and surveillance of the project and the common areas and facilities.
- (b) Making interim adjustments in the monthly assessments, if necessary.
- (c) Collection of monthly assessments from co-owners.
- (d) Designation and dismissal of the personnel necessary for the maintenance and operation of the project, the common areas and facilities.

Section 4. Management of Project. Subject to the review and approval of the Council of Co-Owners, the Board of Directors shall arrange for the management of the Project pursuant to an agreement containing provisions relating to duties, operations, removal and compensation of the Management Agent.

Section 5. Election and Term of Office. Until November 30, 1974, the Board of Directors will be appointed by CBI FAIRMAC CORPORATION. The term of the Directors appointed by CBI FAIRMAC CORPORATION shall expire November 30, 1974, and at the annual meeting of the Council on November 30, 1974, the Council of Co-Owners shall elect a new Board of Directors. At such meeting, the term of one (1) Director shall be fixed at three (3) years; the term of office of two (2) Directors shall be fixed at two (2) years; and the term of office of two (2) Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Council shall be filled by vote.

of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Council.

Section 7. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the co-owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the co-owners shall be given an opportunity to be heard at the meeting.

Section 8. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two of such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone, or telegraph, at least three (3) days prior to the day named for such meeting.

Section 10. Special Meetings. Special Meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) Directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meetings.

Section 12. Board of Directors' Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. Fidelity Bonds. The Board of Directors shall require that all officers of the Council handling or responsible for Council funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Council.

ARTICLE V

OFFICERS

Section 1. Designation. The principal officers of the Council shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an assistant treasurer, an assistant secretary, and such other officers as in their judgement may be necessary.

Section 2. Election of Officers. The officers of the Council shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Council. He shall preside at all meetings of the Council and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of a Council, including but not limited to the power to appoint committees from among the co-owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Council.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Council; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for Council funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Council. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Council in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE VI

OBLIGATIONS OF THE OWNER

Section 1. Assessments. All co-owners are obligated to pay monthly assessments imposed by the Council to meet all project common expenses, including premiums for insurance as required by the Master Deed, and further including water and sewer bills for the Family Units (water and sewer bills are common and not individual bills). The assessment shall include monthly payments to a General Operating Reserve and Reserve Funds for replacements as required in the Property Maintenance Agreement attached as Exhibit "C" to the Master Deed. The monthly assessment herein provided shall be a charge on the Family Unit and shall be a continuing lien upon the Family Unit against which the assessment is made. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage or mortgages. The sale or transfer of any Family Unit which is subject to any first mortgage or deed of trust, pursuant to a Decree of Foreclosure under such first mortgage or deed of trust or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessment 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 there- after becoming due or from the lien thereof.

In the event that the monthly assessment adopted by the Council shall prove to be insufficient to meet the actual operating expenses and the reserve funds required in the said Property Maintenance Agreement, the Board of Directors shall have the right and obligation to enact a new schedule of assessments to eliminate such insufficiency.

Section 2. Maintenance Repair.

(a) Every co-owner must perform promptly all maintenance and repair work within his own Family Unit which, if omitted, would effect the project in its entirety or in a part belonging to other co-owners, and is expressly responsible for the damages and liabilities which may result from his failure to do so.

(b) All repairs of internal installations of the Family Unit, such as water, light, gas, power, sewage, telephone, air-conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the Family Unit area shall be at the co-owner's expense.

(c) A co-owner shall reimburse the Council for any expenditures incurred in repairing or replacing any common element damaged through his fault.

Section 3. Use of Family Units - Internal Changes.

(a) All Family Units shall be utilized for residential purposes only.

(b) An owner shall not make structural modifications or alterations in his Family Unit or installations located therein without previously notifying the Council in writing, through the Management Agent, if any, or through the President of the Board of Directors, if no management agent is employed. The Council shall have the obligation to answer within thirty (30) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

Section 4. Use of General Common Elements. A co-owner shall not place or cause to be placed in the general common elements any objects of any kind which tend to obstruct the reasonable use of the General Common Elements by any other co-owner. The hallways, sidewalks, driveways, roads and roadways shall be used for no other purpose than for normal transit through them.

Section 5. Right of Entry.

(a) A co-owner shall grant the right of entry to the management agent or to any other person authorized by the Board of Directors of the Council in case of any emergency originating in or threatening his Family Unit, whether the co-owner is present at the time or not.

(b) A co-owner shall permit other co-owners, or their representatives, when so required, to enter his Family Unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services necessary to be done in his Family Unit, provided that requests for entry are made in advance and that such entry is at a time convenient to the co-owner. In case of an emergency, such right of entry shall be immediate.

Section 6. Rules of Conduct.

1. The greens and walkways in front of the Family Units and the entranceways to the Family Units shall not be obstructed or used for any purpose other than ingress to and egress from the Family Units.

2. No article shall be hung or shaken from the doors or windows or placed upon the window sills of the Family Units.

3. No bicycles, scooters, baby carriages, or similar vehicles or toys or other personal articles shall be allowed to stand in any of the common areas, except the common area designated for these vehicles or articles.

4. No owner shall make or permit any noises that will disturb or annoy the occupants of any of the Family Units in the Project or do or permit anything to be done which will interfere with the rights, comfort or convenience of other owners.

5. No shades, awnings, window guards, ventilators, fan or air-conditioning devices shall be used in or about the buildings except such as shall have been approved by the Board of Directors.

6. No sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the Family Unit, except such as shall have been approved in writing by the Board of Directors, nor shall anything be projected out of any window without similar approval.

7. All refuse shall be deposited with care in containers intended for such purpose only at such times and in such manner as the Board of Directors may direct.

All disposals shall be used in accordance with the instructions of the Board of Directors.

8. No owner shall send any employee of the condominium on any private business of the owner.

9. In no event shall dogs be permitted in any of the public portions of the Project unless carried or on a leash. The owner shall indemnify the Council and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the Project. If a dog or other animal becomes obnoxious to other owners by barking or otherwise, the owner thereof must cause the problem to be corrected or if it is not corrected, the owner, upon written notice by the Board of Directors, will be required to dispose of the animal.

10. No radio or television aerial shall be attached to or hung from the exterior of the Family Units without written approval of the Board of Directors.

11. No vehicle belonging to any owner or to a member of the family or guest, tenant or employee of an owner shall be parked in such manner as to impede or prevent ready access to another parking space. The owners, their employees, servants, agents, visitors, licensees and the owner's family will obey the parking regulations posted at the private streets, parking areas and drives and any other traffic regulations promulgated in the future for the safety, comfort, convenience of the owners, and all regulations with respect to use of the parking spaces which the Board of Directors may formulate.

12. Any owner wishing to plant flowers, trees or shrubs outside of his patio area must obtain written permission from the Board of Directors before doing so.

13. The owners must keep the interior of the patios, and storage areas clean and free from obstructions. Nothing shall be hung in the patios above fence lines. The Council of Co-Owners assumes no liability for loss or damage to articles stored in or on the patios, terraces and storage areas.

14. Any damage to the buildings, recreational facilities or other common areas or equipment caused by any co-owner, his tenant, guest, children or pets shall be repaired at the expense of the co-owner.

15. Parents are responsible for the actions of their children and their guests.

16. Children are allowed to play in designated areas, private patios, and service streets, etc., only. They are not allowed to play on greens or in entranceways in front of Family Units.

17. Complaints regarding the management of the Family Units and grounds or regarding actions of other co-owners shall be made in writing to the Management Agent.

In the event that the Board of Directors is functioning as management agent, then such complaints shall be sent to the President of the Board of Directors,

18. Each Family Unit owner agrees that a key to his Family Unit shall be given to the Management Agent or a designated agent of the Board of Directors.

19. Any consent or approval given under these Rules of Conduct by the Board of Directors shall be revocable at any time.

20. These Rules of Conduct may be added to, or repealed at any time by the Board of Directors.

Section 7. Suspension of Rights to Use of Recreational Facilities. In addition to all other rights which it has for non-payment of assessments, the Board of Directors of the Council of Co-Owners shall have the right to suspend the right to the use by a co-owner and his family of the recreational facilities (including the right to use of the swimming pool) as provided for in the Master Deed for any period during which the assessment provided for in Article VI of these By-Laws remains unpaid, and for a period not to exceed thirty (30) days for any infraction of the rules of conduct specified in Article VI, Section 6, of these By-Laws. This right of suspension shall not affect in any manner the obligations of such co-owner.

Section 8. Service Charge for Late Payment of Monthly Assessments. The monthly assessments provided for in Section 1 of this Article are due and payable on the first day of each and every month. Each co-owner, by accepting a deed to his Family Unit, is deemed to covenant and agrees to pay a \$3.00 service charge for each monthly assessment due on his Family Unit received by the Council of Co-Owners after the 5th day of the month.

ARTICLE VIII

AMENDMENT TO BY-LAWS

Section 1. By-Laws. These By-Laws may be amended by the Council in a duly constituted meeting for such purposes and no amendment shall take effect unless approved by co-owners representing at least seventy-five percent (75%) of the total value of all Family Units in the Project as shown in the Master Deed and recorded among the Land Records of Arlington County with marginal notation thereof where the Master Deed is recorded.

ARTICLE IX
MORTGAGES

Section 1. Notice to Council. A co-owner who gives a deed of trust on his Family Unit shall notify the Council through the Management Agent, if any, or the President of the Board of Directors in the event there is no Management Agent, of the name and address of the party secured thereby and the amount of the lien secured thereby and the Council shall maintain such information in a book entitled "Parties Secured by Deeds of Trust on Family Units."

Section 2. Notice of Unpaid Assessments. The Council shall at the request of a party secured by a Deed of Trust of a Family Unit report any unpaid assessments due from the co-owner of such Family Unit.

ARTICLE X
COMPLIANCE

These By-Laws are set forth to comply with the requirements of Section 55-79.11 of the Code of Virginia 1950, as amended. In case any of these By-Laws conflict with the provisions of the Act, it is hereby agreed and accepted that the Act will apply in the case of such conflict. All other By-Laws not in conflict with the provisions of the Act shall remain in full force and effect.

These By-Laws are amended as follows:

- a. The holder of each mortgage is entitled to a written notification from the association of owners of the condominium thirty days prior to the effective date of:
 - (i) Any change in the condominium documents and
 - (ii) Any change of manager (not including change in employees of corporate manager) of the condominium project.
- b. The holder of each mortgage is entitled to written notification from the association of owners of the condominium of any default by the mortgagor in the performance of any of such mortgagor's obligations under the condominium documents which is not cured within thirty days.
- c. Any holder of a mortgage which comes into possession of the unit pursuant to the remedies provided in the mortgage, through foreclosure of the mortgage, or by deed in lieu of foreclosure, shall be exempt from any other restriction on the sale or rental of the mortgaged unit, including but not limited to, restrictions on the posting of signs pertaining to the sale or rental of the unit.
- d. Any holder of a mortgage which comes into possession of the unit pursuant to the remedies provided in the mortgage, through foreclosure of the mortgage or by deed in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder comes into possession of the unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all units including the mortgaged unit).
- e. Unless all holders of first mortgage liens on individual units have given their prior written approval, the association of owners of the condominium shall not:
 - (i) fail to employ a professional manager for the condominium project.
 - (ii) change the pro rata interest or obligations of any unit for purposes of levying assessments and charges and determining shares of the common elements and proceeds of the project.
 - (iii) partition or subdivide any unit or the common elements of the project or annex additional lands; nor
 - (iv) by act or omission seek to abandon the condominium status of the project except as provided by statute in case of substantial loss to the units and common elements of the condominium project.
 - (v) change or amend in any way the recorded condominium documents (Articles of Incorporation, Master Deed, By-Laws, Management Agreement and related documents) which were provided to, and approved by, the holders of first mortgage liens on the individual units.

f. Article VI, Section 1, is amended as follows:

In the event a deficit exists between the condominium maintenance fees collected and the budget established for the operation of the condominium co-council, the developer, its heirs and assigns, will pay its equitable share of legal obligations or bills based upon the number of units the developer still owns. It is understood that the developer will not pay full condominium maintenance fees on unsettled units prior to turnover of control to the condominium co-council, but will share its equitable portion in all legal obligations. At the time of turnover to the condominium co-council, the developer, its heirs and assigns, will commence full payment of condominium maintenance fees on all units the developer still owns.

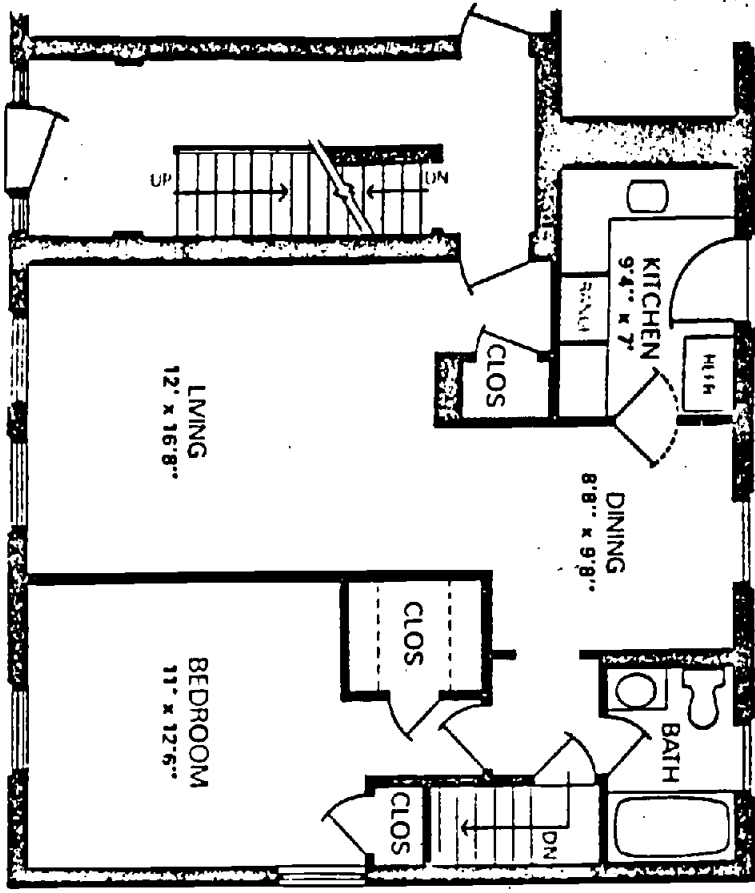
g. Article VI, Section 3, is amended as follows:

(c) The developer may construct and use models in residential units during the entire sales period for the South Fairlington conversion program. Models may be constructed and used for other villages than the village in which the models are located. However, it is understood that when all units are sold in South Fairlington the models will become residential units.

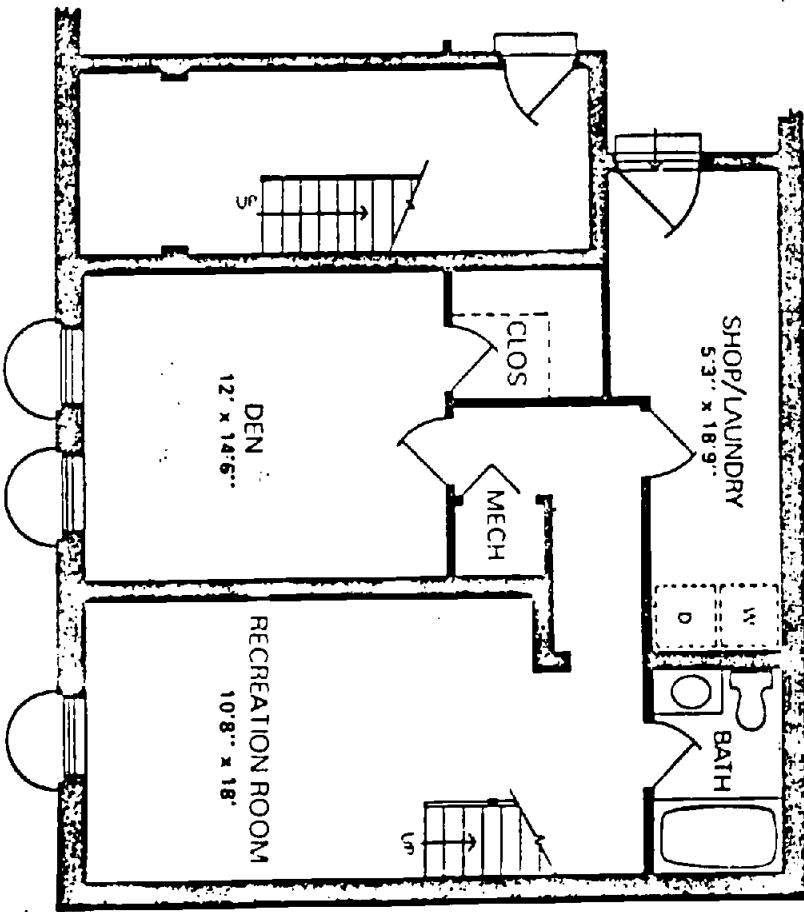
h. Article III, Section 2, is amended as follows:

The first annual meeting of the Council shall be held November 30, 1974, unless it falls on a Saturday, Sunday, or a holiday, at which time it will be held on the next day which is not one of the aforementioned days.

BARCROFT

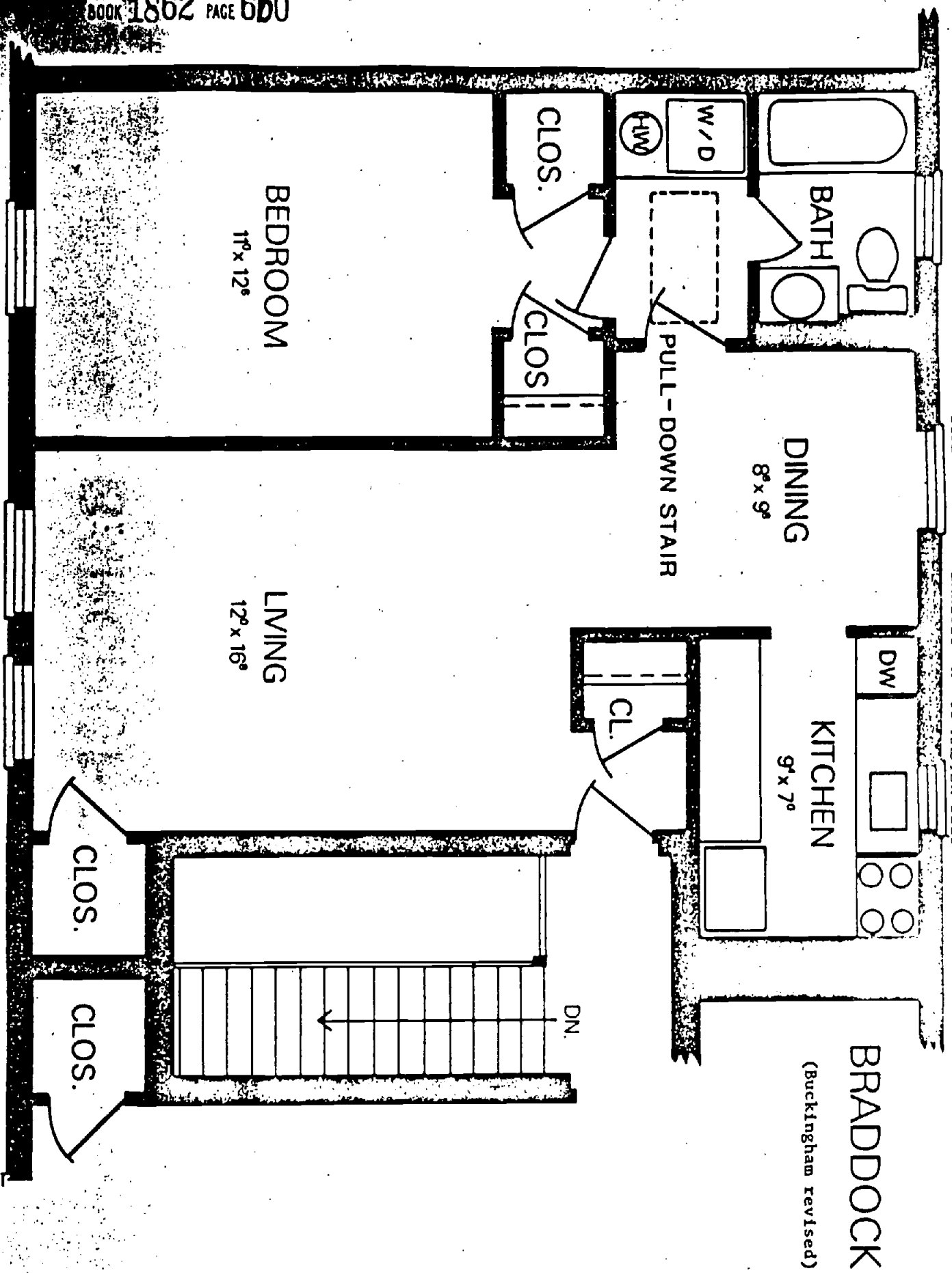


FIRST FLOOR



LOWER LEVEL

Dimensions shown on these floor plans are approximate and subject to change.

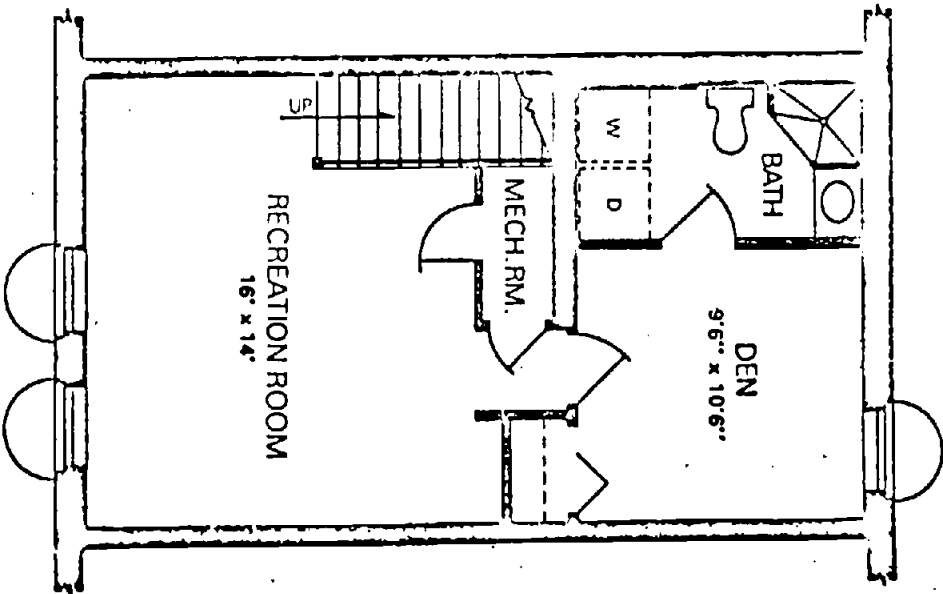
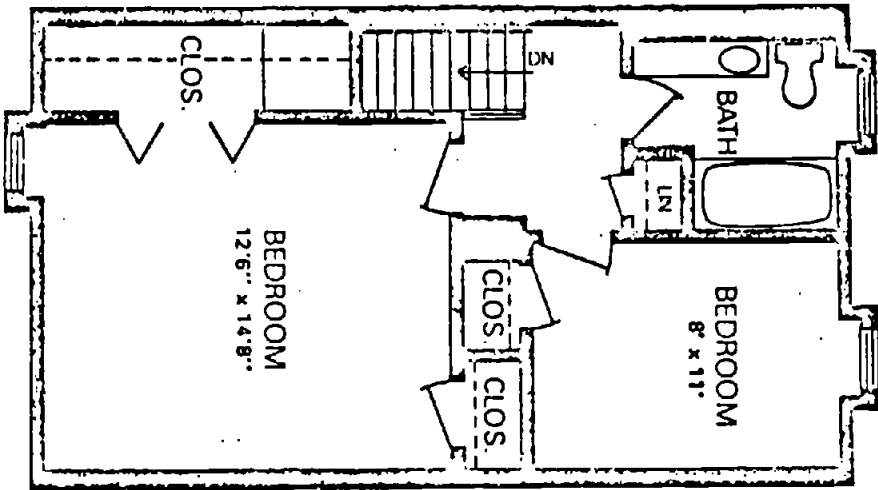
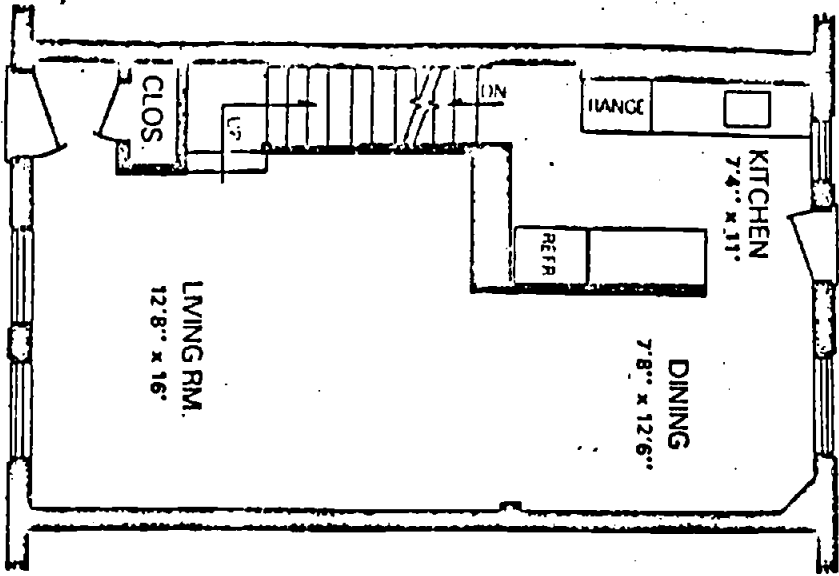


TYPE B-UPPER - EXHIBIT 'A' TO MASTER DEED

Dimensions shown on these floor plans are approximate and subject to change.

CLARENDON

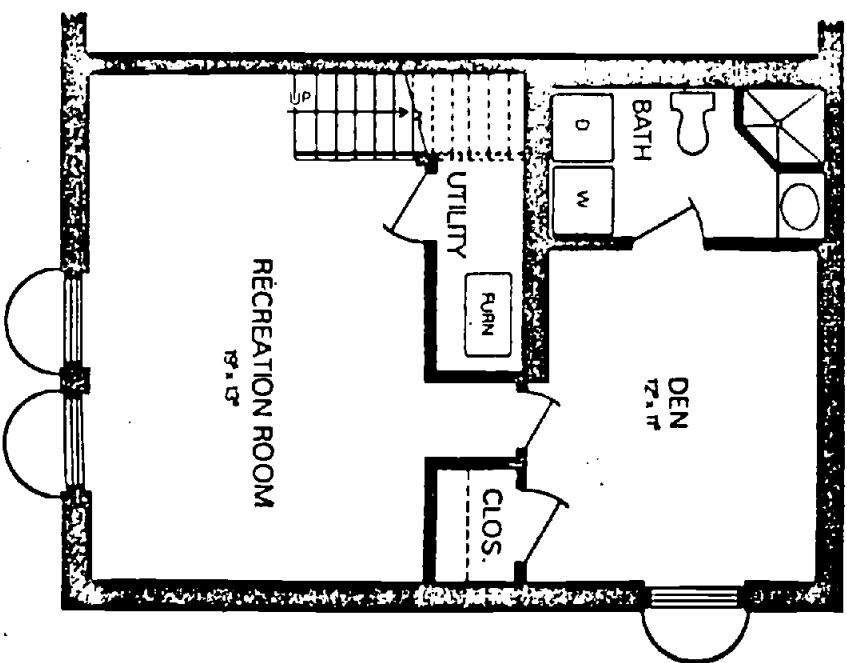
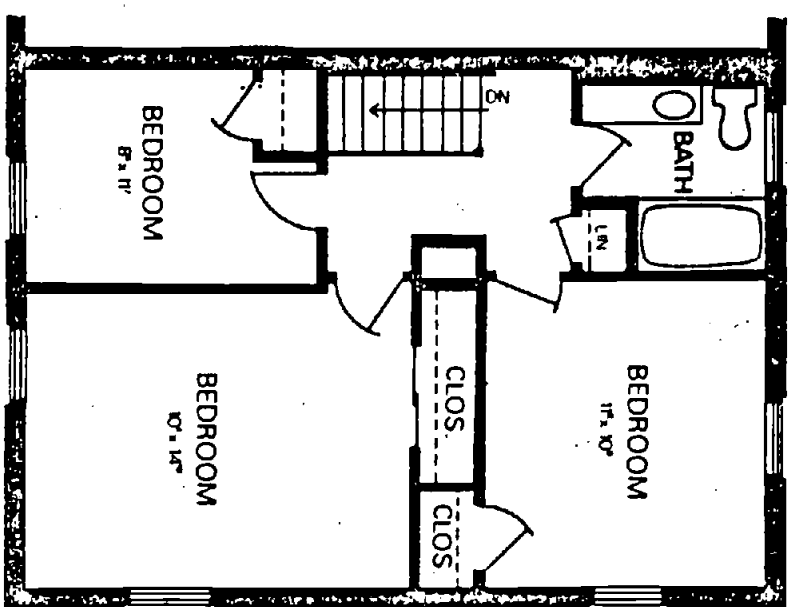
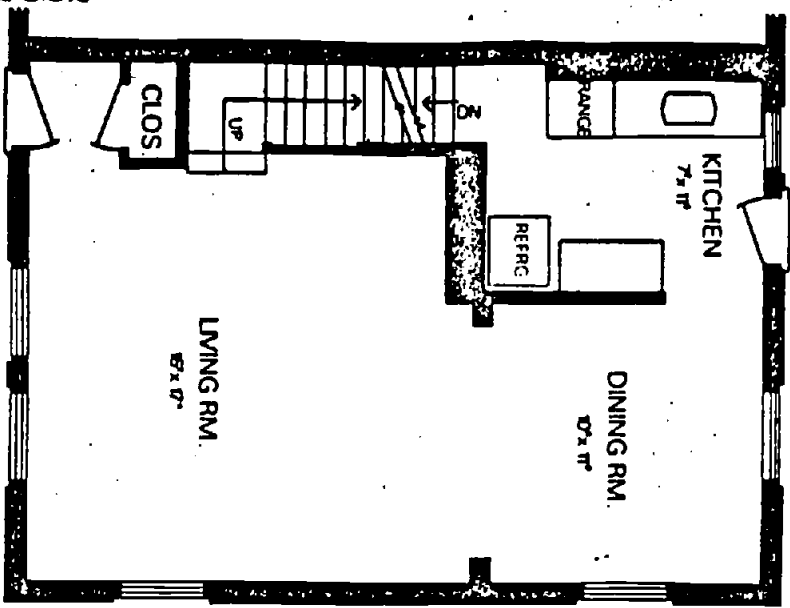
TYPE C - EXHIBIT "A" TO MASTER DEED



Dimensions shown on these floor plans are approximate and subject to change.

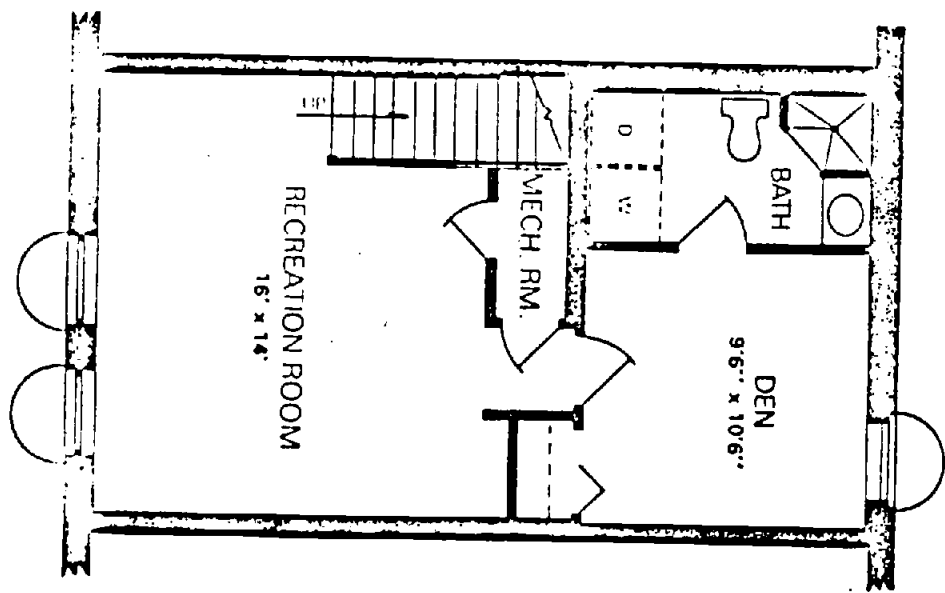
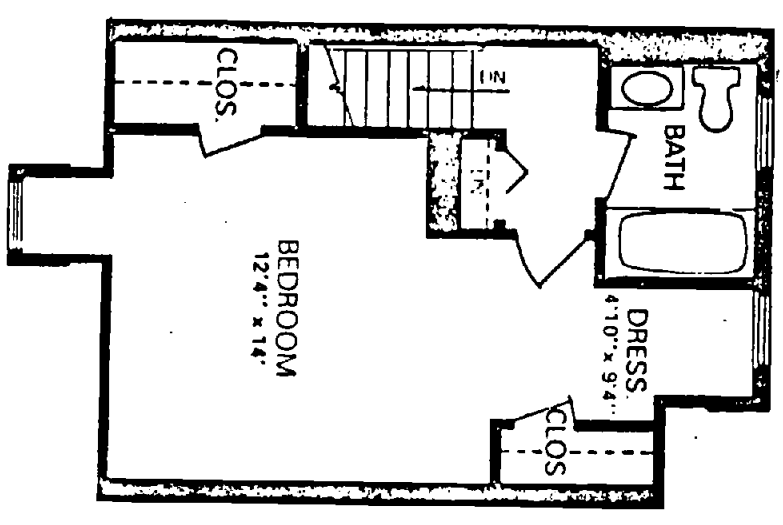
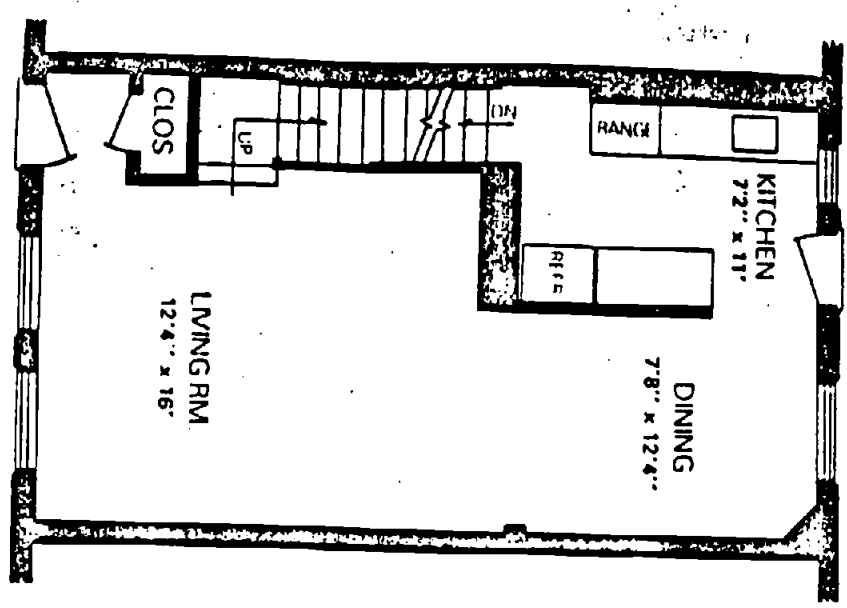
DOMINION

(Revised)



Dimensions shown on these floor plans are approximations and subject to change.

EDGEWOOD



Dimensions shown on these floor plans are approximate and subject to change.

EXHIBIT "C" TO MASTER DEED
PROPERTY MAINTENANCE AGREEMENT

THIS PROPERTY MAINTENANCE AGREEMENT is hereby made this 6th day of July, 1973, by and between the COUNCIL OF CO-OWNERS OF FAIRLINGTON GLEN (hereinafter called the "Council"), party of the first part, and CBI FAIRMAC CORPORATION (hereinafter called the "Developer"), party of the second part.

W I T N E S S E T H T H A T:

WHEREAS, the Council has the responsibility for administering the condominium established as FAIRLINGTON GLEN (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, mortgagees 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 GLEN, 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 mortgagees 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 GLEN for occupancy. The initial assessment 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

be in accordance with a schedule either established by the Developer or filed with and 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 fiscal 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 GLEN. 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 GLEN. 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 painting of the exterior of family units may be modified as to amount, or discontinued by the Council, provided the modification or discontinuance of such monthly payment is agreed to by the Developer, in writing. The developer's rights relative the approval of

payments from reserve funds or modification and discontinuance of reserve funds shall cease November 30, 1979, or before.

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 GLEN. 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 the 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.

5. The Council will not employ a management agent, enter into a management contract nor undertake self-management of FAIRLINGTON GLEN 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 GLEN 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 GLEN 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

B. Fail to provide for the management of the Project in a manner approved by 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 GLEN 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 condominium family units in FAIRLINGTON GLEN, 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

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

I, the undersigned, a Notary Public for the State and County aforesaid, do hereby certify that Walter J. Hodges and Stephen R. Rotroff, whose names as President and Assistant Secretary, respectively, of CBI FAIRMAC CORPORATION, are signed to the writing foregoing and hereto annexed, dated the 6th day of July, 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.

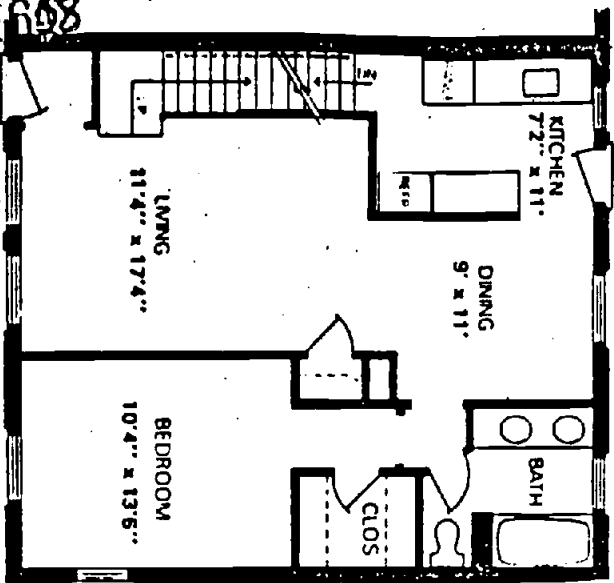
Given under my hand and notarial seal this 6th day of July, 1973.

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

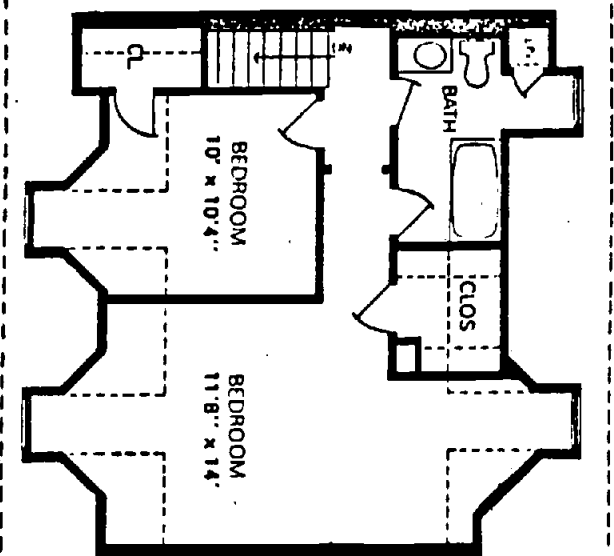


Franklin L. Carroll
Notary Public

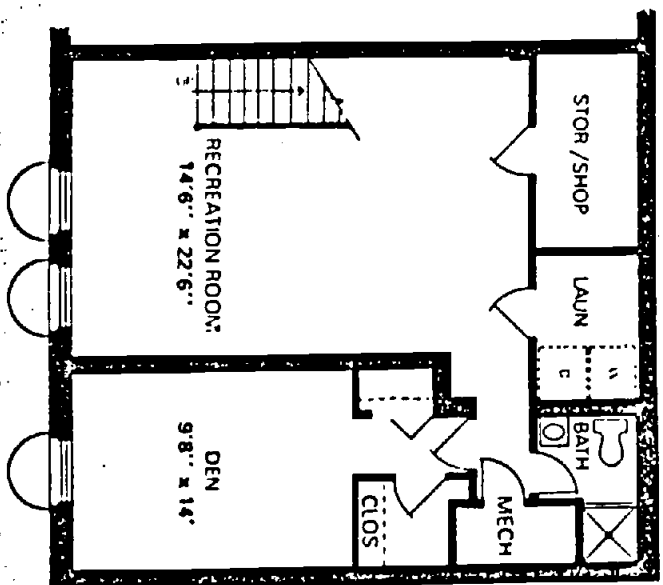
ARLINGTON



FIRST FLOOR



SECOND FLOOR



LOWER LEVEL

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Dimensions shown on these floor plans are approximate and subject to change.

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BOOK 1862 PAGE 664

Springfield Associates PLANNERS ENGINEERS SURVEYORS

5700 HANOVER AVENUE • P. O. Box 707 • SPRINGFIELD, VIRGINIA 22150 • 451-3100

CARL H. HELLWIG CLS
 GEORGE W. HELLWIG PE CLS
 HERMAN L. COURSON CLS
 WINNANT C. MCGINTY PE CLS
 VILIS UPENIEKS PE CLS

JUNE 1, 1973
 VAA 47

DESCRIPTION OF
 BLOCK 2, FAIRLINGTON GLEN
 ARLINGTON, VIRGINIA

Beginning at a point in the westerly line of Quaker Lane, said point also being in the southerly line of 35th Street, South, and running thence with said line of Quaker Lane, the following courses and distances:

with the arc of a curve to the right, whose radius is 1121.22 feet, and whose chord bearing and chord are, S 14° 15' 08" W, and 299.18 feet, respectively, a distance of 300.07 feet to a point;

S 21° 55' 09" W, 490.76 feet to a point;

with the arc of a curve to the right, whose radius is 880.83 feet and whose chord bearing and chord are, S 35° 01' 50" W, and 399.62 feet, respectively, a distance of 403.13 feet to a point, and

with the arc of a curve to the right, whose radius is 25.00 feet and whose chord bearing and chord are, N 85° 11' 02" W, and 36.37 feet, respectively, a distance of 40.73 feet to a point in the north-easterly line of 36th Street, South;

thence with said line of 36th Street, South and continued with the easterly line of South Stafford Street, the following courses and distances:

N 38° 30' 36" W, 109.66 feet to a point;

with the arc of a curve to the right, whose radius is 275.59 feet and whose chord bearing and chord are, N 02° 32' 14" E, and 361.94 feet, respectively a distance of 394.85 feet to a point;

N 43° 35' 55" E, 160.37 feet to a point;

Description of
June 1, 1973
page 2

Block 2, Fairlington Glen

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BOOK 1862 PAGE 665

with the arc of a curve to the left, whose radius is 502.47 feet and whose chord bearing and chord are, N 28° 10' 35" E, and 267.01 feet, respectively, a distance of 270.26 feet to a point;

N 12° 46' 05" E, 3.31 feet to a point;

with the arc of a curve to the left, whose radius is 2938.35 feet and whose chord bearing and chord are, N 09° 44' 59" E, and 309.44 feet, respectively, a distance of 309.58 feet to a point; and

with the arc of a curve to the right, whose radius is 20.00 feet and whose chord bearing and chord are, N 51° 37' 29" E, and 28.23 feet, respectively, a distance of 31.34 feet to a point in the aforesaid southerly line of 35th Street, South;
thence with said line of 35th Street, South,
S 83° 28' 55" E, 242.41 feet to a point; and

with the arc of a curve to the right, whose radius is 25.00 feet and whose chord bearing and chord are, S 38° 26' 54" E, and 35.38 feet, respectively, a distance of 39.30 feet to the beginning,

containing 7.4656 acres.

HLC/ldb

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 GEORGE W. HELLWIG PE CLS
 HERMAN L. COURSON CLS
 WINNANT C. MCGINTY PE CLS
 VILIS UPENIENS PE CLS

June 1, 1973
 VaA 47

DESCRIPTION OF
 BLOCK 3, FAIRLINGTON GLEN
 ARLINGTON, VIRGINIA

Beginning at a point in the northeasterly line of Leesburg Pike, said point also being in the northwesterly line of Quaker Lane and running thence with said line of Leesburg Pike, N 45° 55' 50" W, 853.72 feet and,

with the arc of a curve to the right, whose radius is 25.00 feet and whose chord bearing and chord are, N 00° 55' 55" W, and 35.36 feet, respectively, a distance of 39.27 feet to a point in the southeasterly line of South Taylor Street;

thence with said line of South Taylor Street, the following courses and distances:

N 44° 04' 05" E, 12.68 feet to a point;

with the arc of a curve to the right, whose radius is 756.31 feet and whose chord bearing and chord are, N 50° 04' 05" E, and 158.11 feet, respectively, a distance of 158.40 feet to a point;

N 56° 04' 05" E, 63.93 feet to a point; and

with the arc of a curve to the right, whose radius is 20.00 feet and whose chord bearing and chord are, S 80° 33' 02" E, and 27.47 feet, respectively, a distance of 30.29 feet to a point in the southerly line of 36th Street South;

thence with said line of 36th Street South, the following courses and distances:

with the arc of a curve to the left, whose radius is 1481.95 feet, and whose chord bearing and chord are, S 39° 08' 47" E, and 102.48 feet, respectively, a distance of 102.50 feet to a point;

S 41° 07' 55" E, 0.27 feet to a point;

with the arc of a curve to the left, whose radius is 383.17 feet and whose chord bearing and chord are, S 50° 51' 40" E, and 129.51 feet, respectively, a distance of 130.13 feet to a point;

with the arc of a curve to the right, whose radius is 548.14 feet and whose chord bearing and chord are, S 38° 44' 10" E, and 408.09 feet, respectively, a distance of 418.15 feet to a point;

with the arc of a curve to the left, whose radius is 325.59 feet, and whose chord bearing and chord are, S 27° 41' 45" E, and 122.18 feet, respectively, a distance of 122.90 feet to a point;

S 38° 30' 36" E, 109.64 feet to a point; and

with the arc of a curve to the right, whose radius is 25.00 feet, and whose chord bearing and chord are, S 08° 09' 53" W, and 36.37 feet, respectively, a distance of 40.73 feet to a point in the aforesaid northwesterly line of Quaker Lane;

thence with said line of Quaker Lane, the following courses and distances:

with the arc of a curve to the right, whose radius is 880.82 feet, and whose chord bearing and chord are, S 58° 05' 37" W, and 100.33 feet, respectively, a distance of 100.39 feet to a point;

S 61° 22' 14" W, 25.35 feet to a point, and

with the arc of a curve to the right, whose radius is 25.00 feet and whose chord bearing and chord are, N 82° 16' 55" W, and 29.64 feet, respectively, a distance of 31.72 feet to the beginning,

containing 5.1909 acres.

HLC/ldb

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 HERMAN L. COURSON CLS
 WINNANT C. MCGINTY PE CLS
 VILIS UPENIEKS PE CLS

June 1, 1973
 VaA 47

DESCRIPTION OF
 BLOCK 10, FAIRLINGTON GLEN
 ARLINGTON, VIRGINIA

Beginning at a point in the southerly line of 35th Street,
 South said point also being in the Easterly line of South Utah Street,
 and running thence with said line of 35th Street, South,

with the arc of a curve to the left, whose radius 4322.19
 feet and whose chord bearing and chord are, S 76° 14' 25" E, and
 694.38 feet, respectively, a distance of 695.13 feet to a point; and

with the arc of a curve to the right whose radius is 20.00
 feet and whose chord bearing and chord are, S 37° 04' 50" E, and
 27.67 feet, respectively, a distance of 30.56 feet to a point in the
 westerly line of South Stafford Street;

thence with said line of South Stafford Street, the follow-
 ing courses and distances:

with the arc of a curve to the right, whose radius is 2888.35
 feet and whose chord bearing and chord are, S 09° 43' 39" W, and 306.41
 feet, respectively, a distance of 306.56 feet to a point;

S 12° 46' 05" W, 3.31 feet to a point;

with the arc of a curve to the right, whose radius is
 452.47 feet and whose chord bearing and chord are, S 28° 10' 35" W,
 and 240.44 feet, respectively, a distance of 243.36 feet to a point;

S 43° 35' 05" W, 17.61 feet to a point; and

with the arc of a curve to the right, whose radius is 333.17
 feet and whose chord bearing and chord are, S 81° 29' 50" W, and 409.44
 feet, respectively a distance of 440.92 feet to a point in the northerly
 line of 36th Street, South;

Description of
June 1, 1973
Page 2

of Block 10, Fairlington Glen

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thence with said line of 36th Street, South and continued with the easterly line of the aforesaid South Utah Street the following courses and distances:

with the arc of a curve to the right, whose radius is 333.17 feet and whose chord bearing and chord arc, N 50° 51' 40" W, and 112.61 feet, respectively, a distance of 113.15 feet to a point;

N 41° 07' 55" W, 0.27 feet to a point;

with the arc of a curve to the right, whose radius is 1431.95 feet and whose chord bearing and chord arc, N 36° 24' 55" W, and 235.49 feet, respectively, a distance of 235.76 feet to a point;

N 31° 41' 55" W, 0.14 feet to a point;

with the arc of a curve to the right, whose radius is 261.29 feet and whose chord bearing and chord arc, N 03° 43' 55" W, and 245.07 feet, respectively, a distance of 255.08 feet to a point;

N 24° 14' 05" E, 195.79 feet to a point;

with the arc of a curve to the left, whose radius is 598.13 feet and whose chord bearing and chord arc, N 20° 08' 12" E, and 85.49 feet, respectively a distance of 85.60 feet to a point; and

with the arc of a curve to the right, whose radius is 20.00 feet and whose chord bearing and chord arc, N 62° 12' 10" E, and 28.85 feet, respectively, a distance of 32.23 feet to the beginning,

containing 11.5182 acres.

HLC/ldb

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 GEORGE W. HELLWIG PE CLS
 HERMAN L. COURSON CLS
 WINNANT C. MCGINTY PE CLS
 VILIS UPENIERS PE CLS

JUNE 1, 1973
 VAA 47

DESCRIPTION OF A PORTION OF
 BLOCK 1, FAIRLINGTON ~~GREEN~~ MEADOWS AS A RECREATION EASEMENT
 ARLINGTON, VIRGINIA FOR FAIRLINGTON GLEN

Beginning at a point in the easterly line of South Stafford Street, said point also being in the northerly line of 35th Street, South and running thence through Block 1, the following courses and distances:

S 83° 28' 55" E, 72.62 feet to a point;
 N 06° 46' 01" E, 12.21 feet to a point; and
 S 83° 13' 59" E, 210.89 feet to a point in the westerly line

of Quaker Lane;

thence with said line of Quaker Lane,

with the arc of a curve to the right, whose radius is 1121.22 feet and whose chord bearing and chord are, S 01° 16' 12" W, and 3.52 feet, respectively, a distance of 3.52 feet to a point, and

with the arc of a curve to the right, whose radius is 25.00 feet and whose chord bearing and chord are, S 48° 56' 06" W, and 36.91 feet, respectively, a distance of 41.52 feet to a point in the aforesaid northerly line of 35th Street, South;

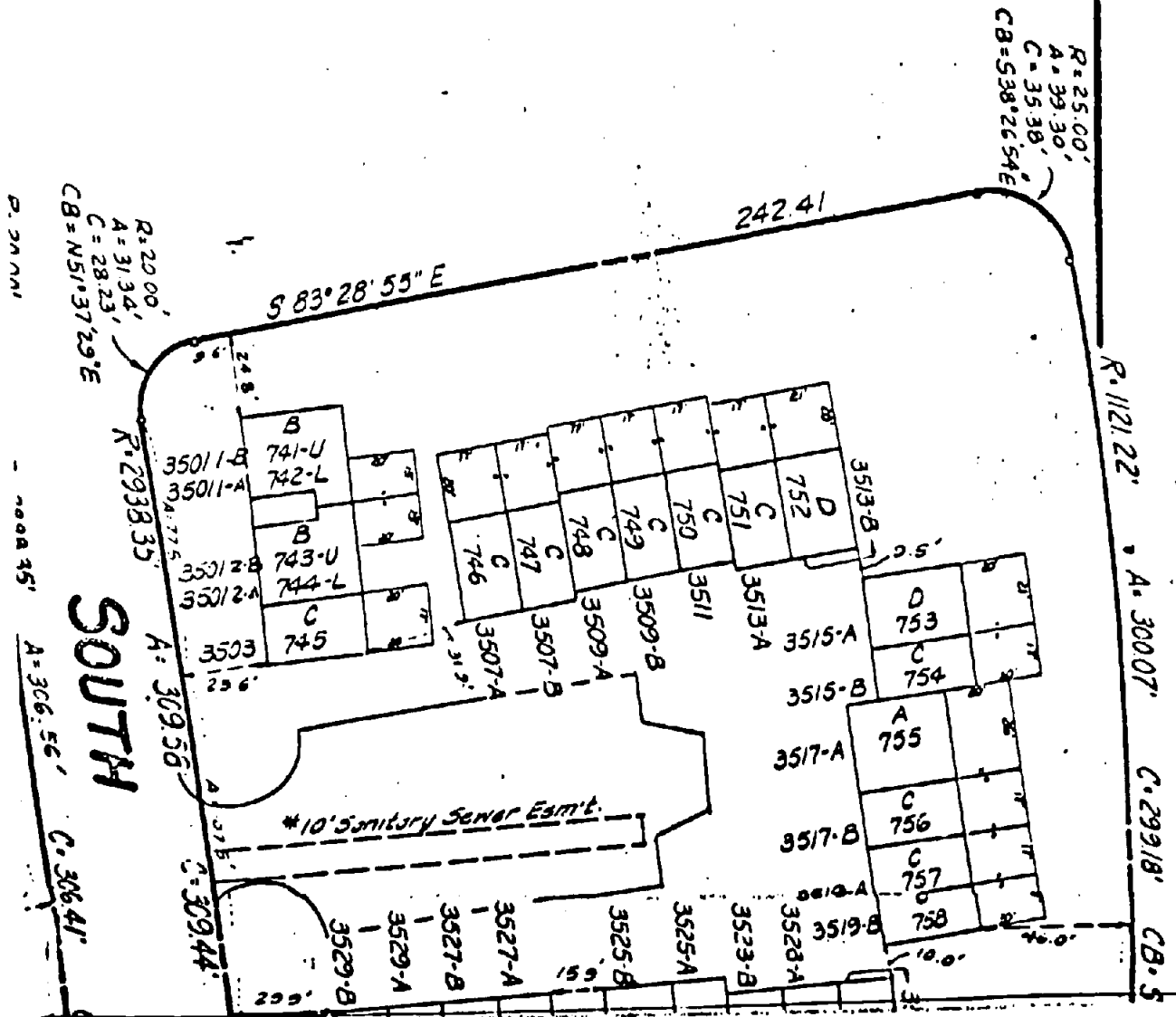
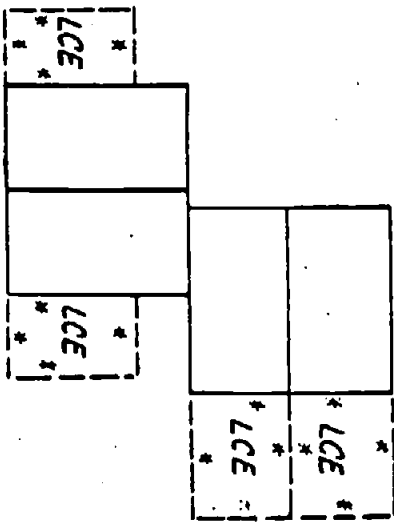
thence with said line of 35th Street, South, N 83° 28' 55" W, 238.99 feet, and

with the arc of a curve to the right, whose radius is 20.00 feet and whose chord bearing and chord are, N 39° 14' 48" W, and 27.90 feet, respectively, a distance of 30.88 feet to the beginning,

containing 0.1788 acres.

HLC/ldb

Note: * Dimensions on each Limited Common Element are shown on plat.



14° 15' 08" W

STAFFORD

STREET

BLOCK 2

S 21° 55' 09" W

49076'

CB. N 9° 44' 59" E A. 5.0

R. 502.47' A. 270.26'

C. 267.01'

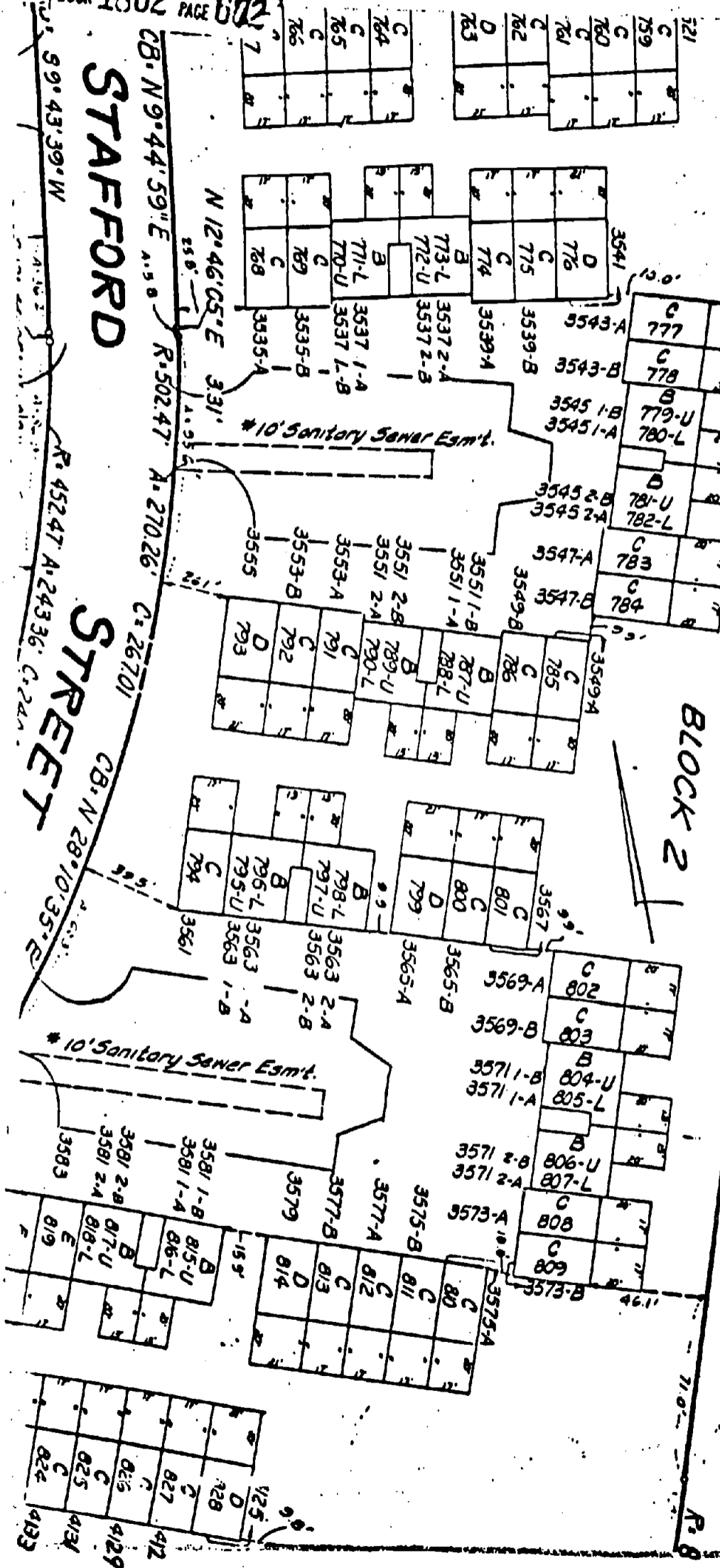
CB. N 28° 10' 35" E

N 12° 46' 05" E 331'

*10' Sanitary Sewer Estmt.

R. 452.47' A. 243.36' C. 224'

*10' Sanitary Sewer Estmt.



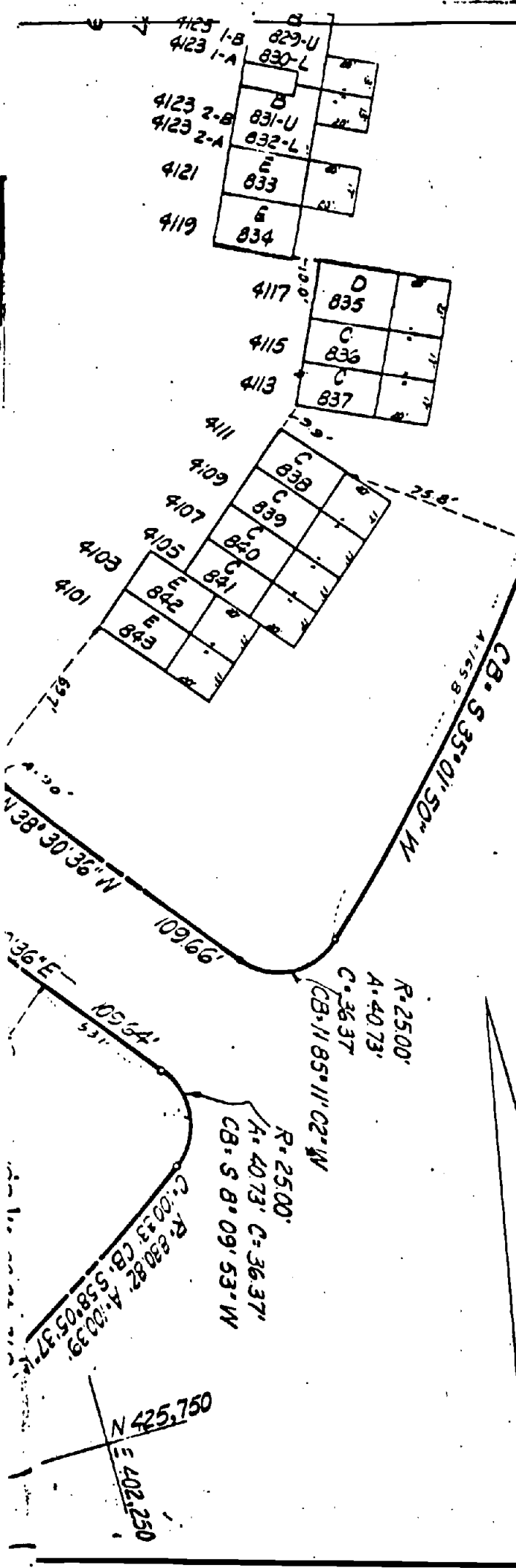
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BOOK 1862 PAGE 573

QUAKER

LANE

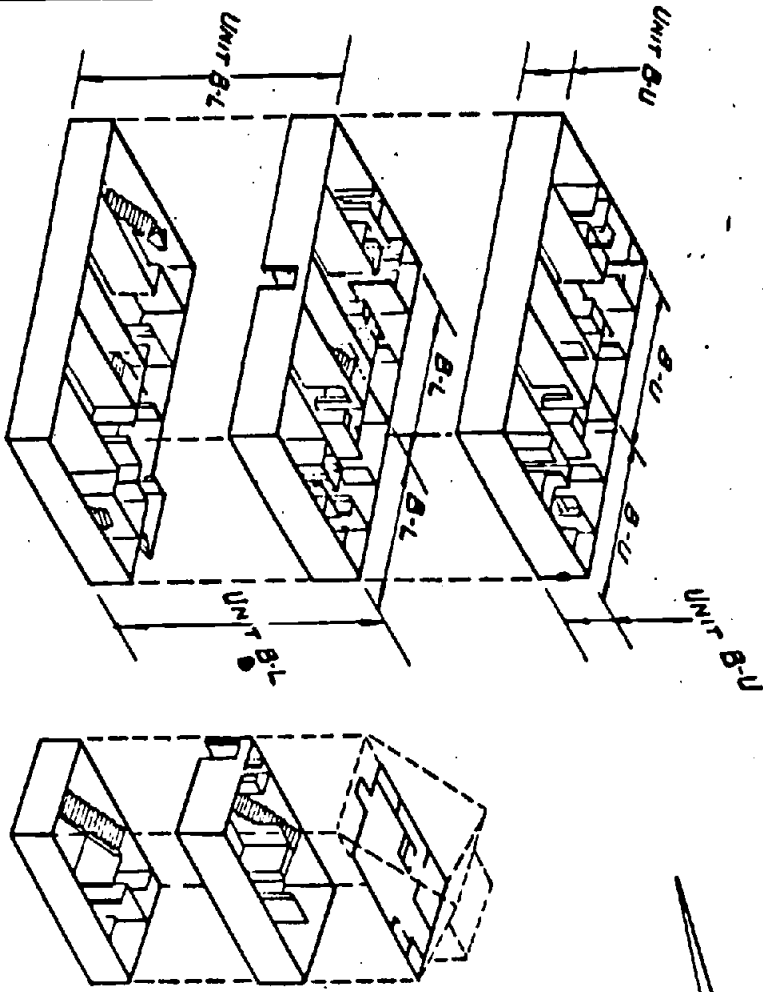


PLANT APPROVED FOR
 RECORD ONLY 7/6/73
Thompson C. McNeill
 CHIEF, SURVEYS DIVISION

APPROVAL VOID IF PLANT IS NOT
 OFFERED FOR RECORD WITHIN 60 DAYS
 OF THE DATE OF APPROVAL
 THIS APPROVAL DOES NOT INCLUDE
 AUTHORITY FOR CONSTRUCTION

LIMITED COMMON ELEMENT DETAIL

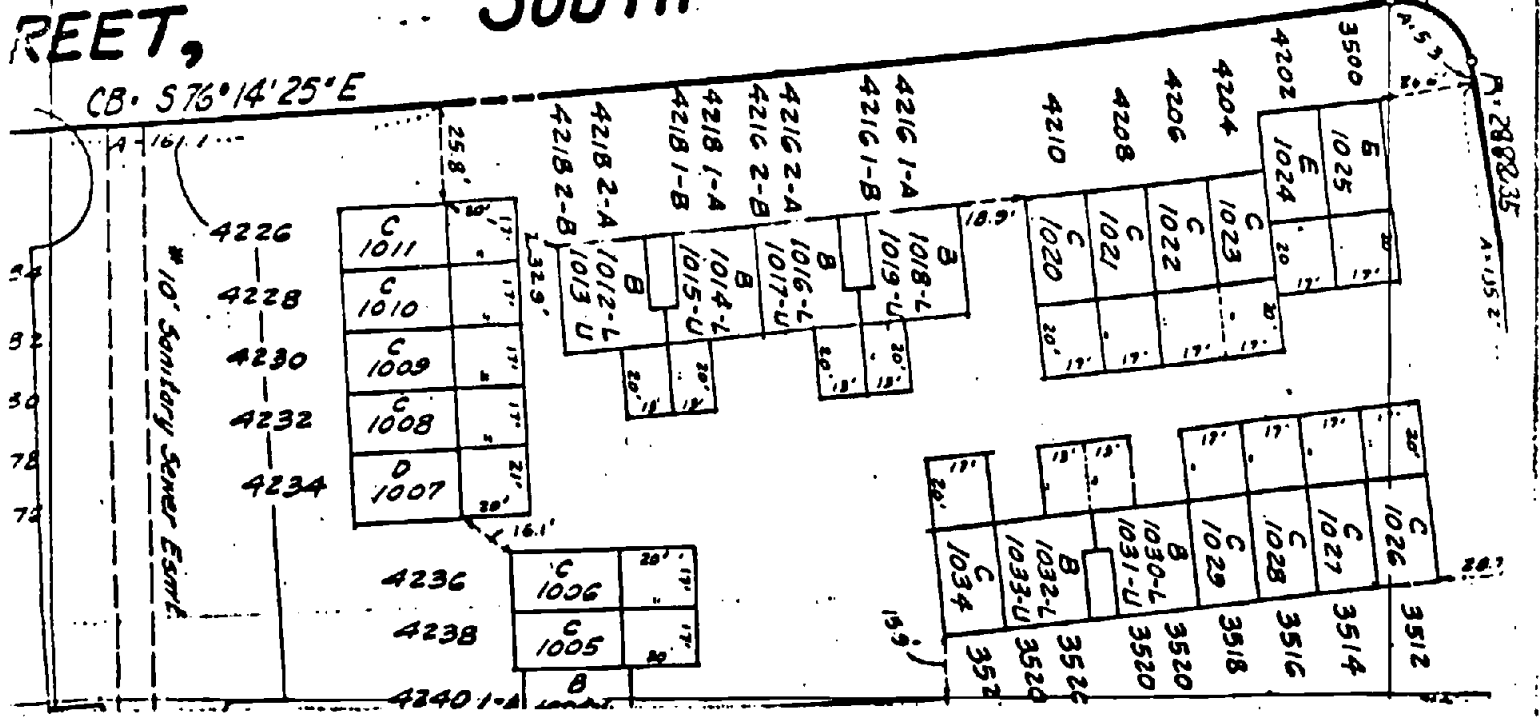
Match Line 2



N. 20° 00'
A. 30.56'
C. 27.67'
CB. S87° 04' 30" E

REET, SOUTH

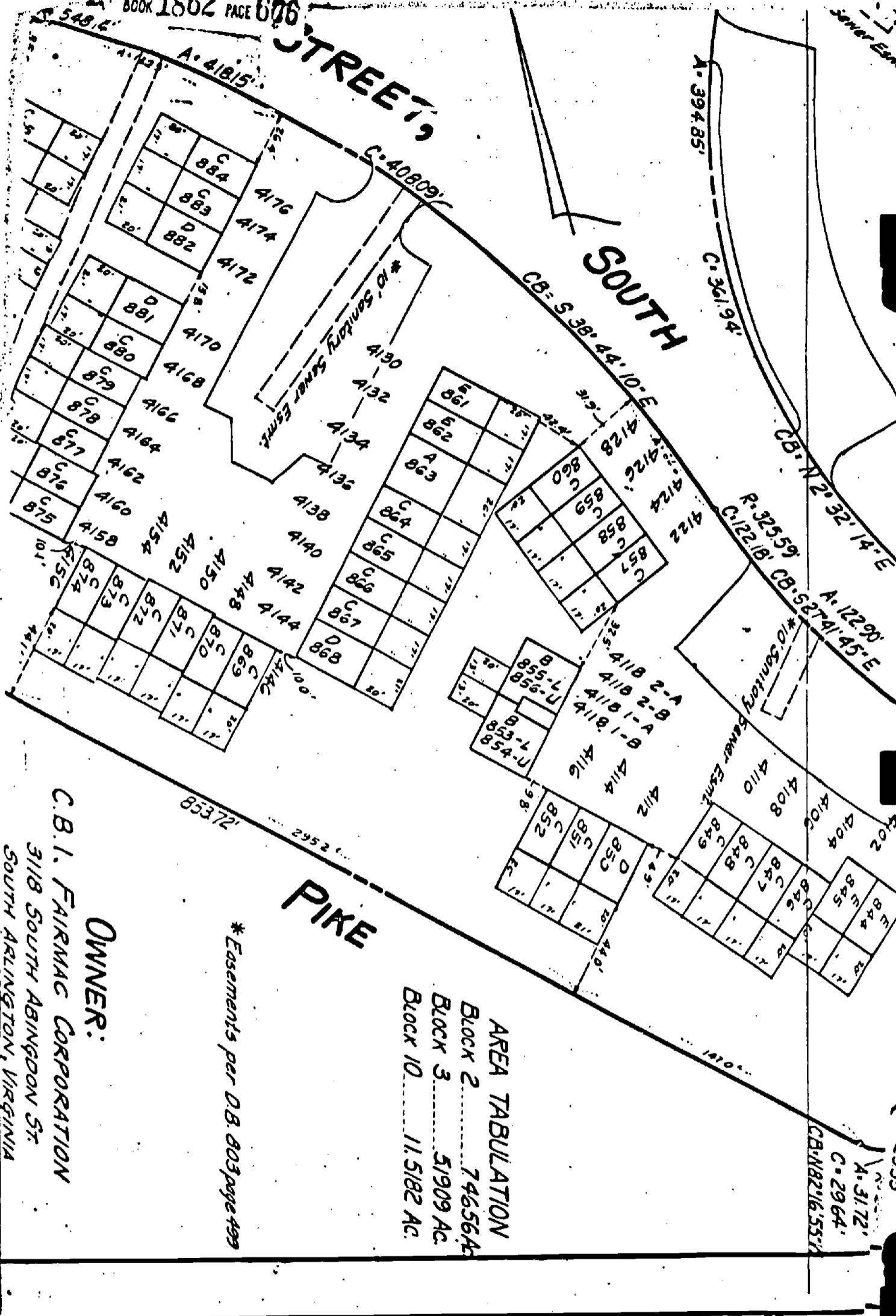
CB. S76° 14' 25" E



STREET,

SOUTH

PIKE

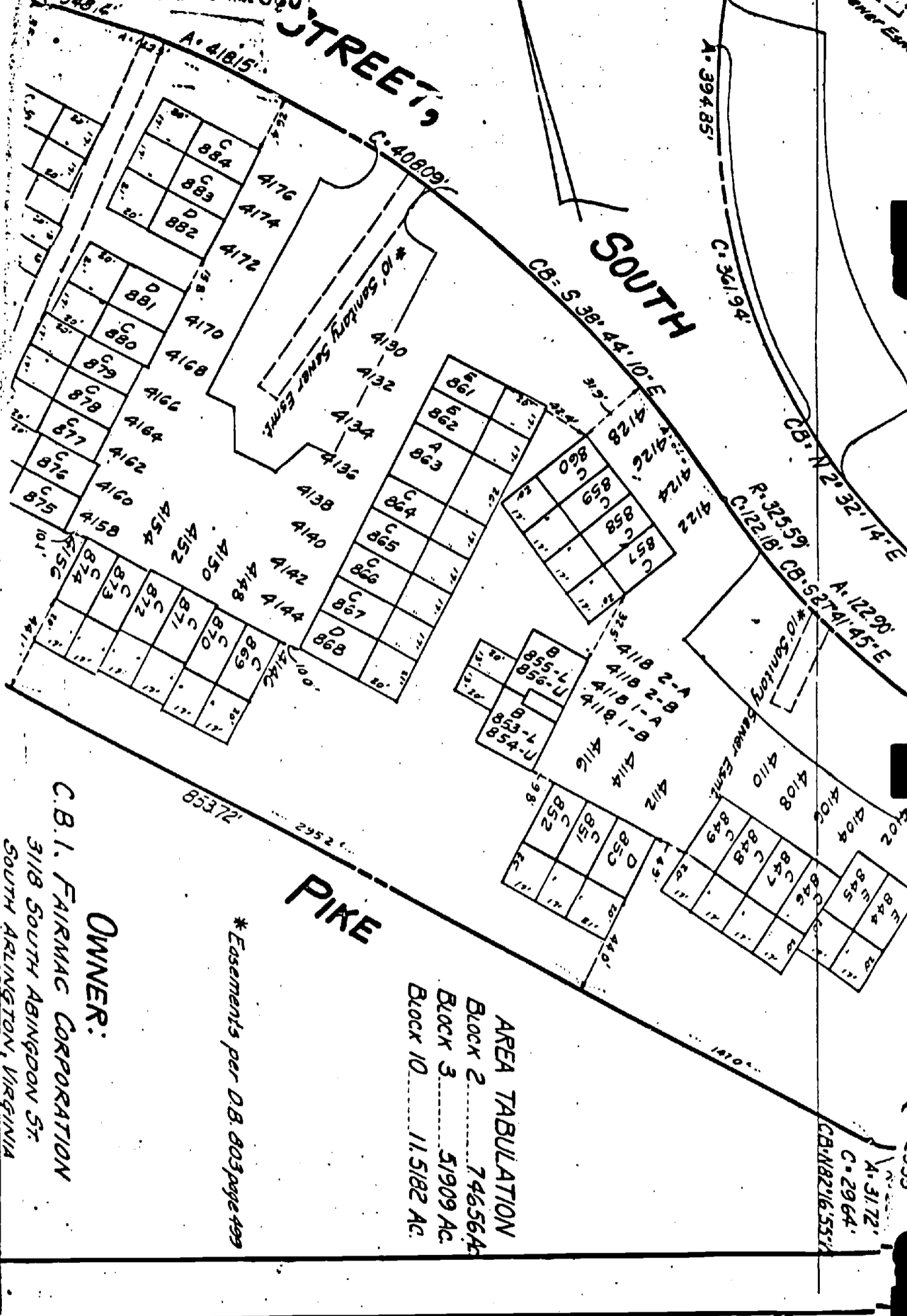


OWNER:
 C.B.I. FAIRMAC CORPORATION
 3118 SOUTH ABINGDON ST.
 SOUTH ARLINGTON, VIRGINIA

*Easements per D.B. 803 page 499

AREA TABULATION
 Block 2 74656 AC
 Block 3 51909 AC
 Block 10 11,5182 AC

A. 3172'
 C. 2964'
 CB. N 82° 16' 55" E



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UTAH

STREET

R. 261.29' A. 255.08'

C: 245.01'

N 31° 41' 55" W
R. 143.95' A: 235.76'

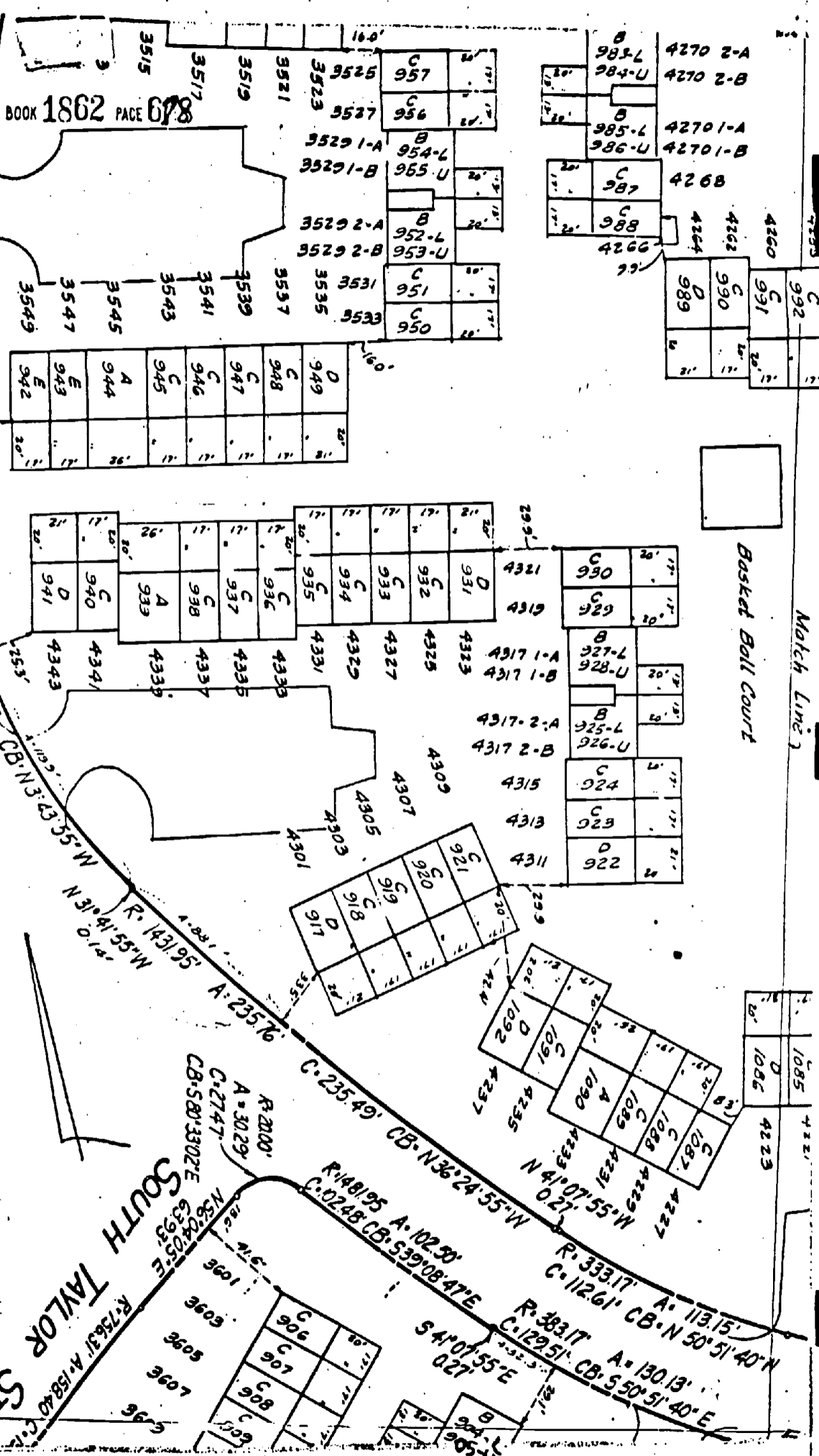
SOUTH TAYLOR STREET

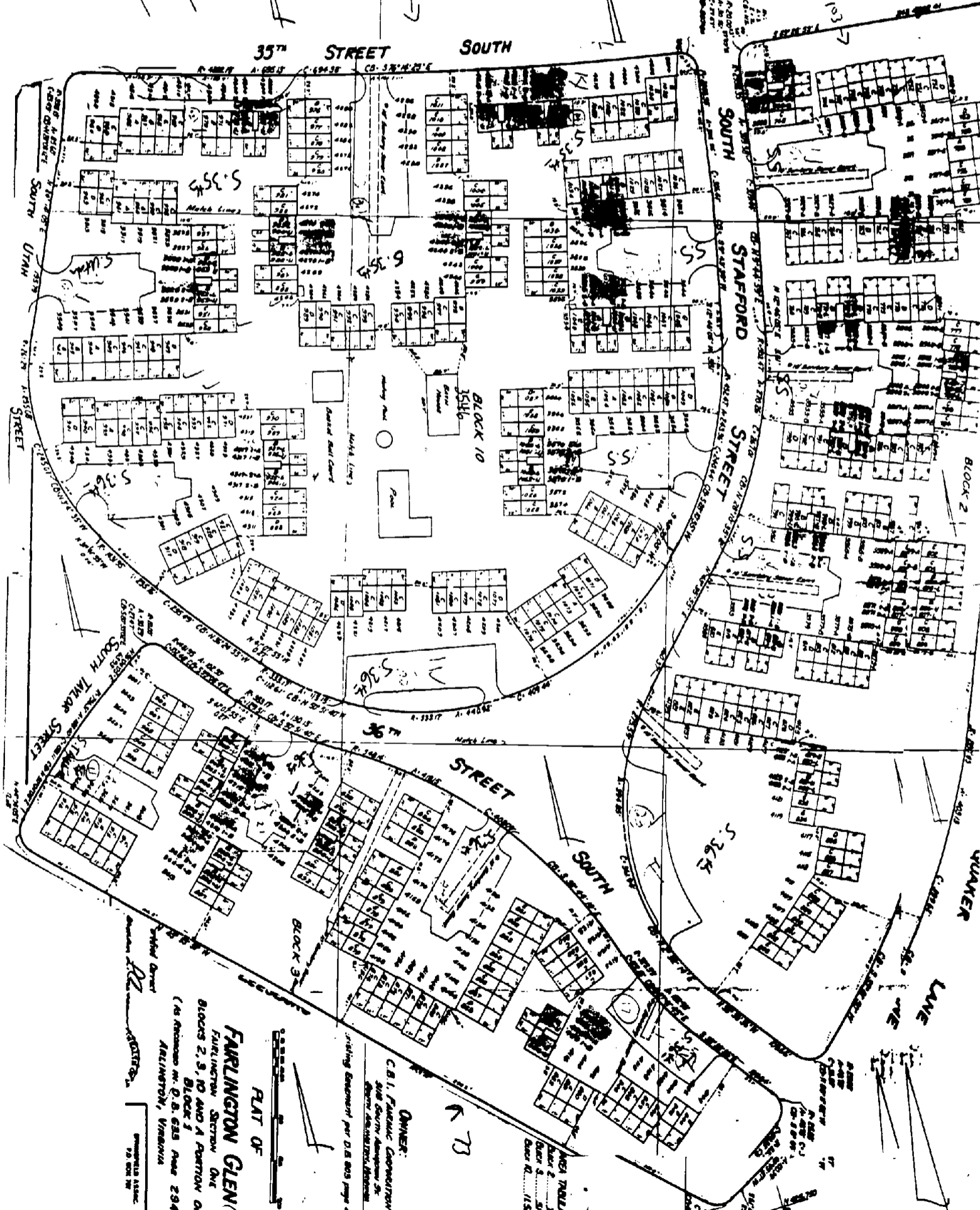
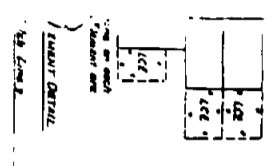
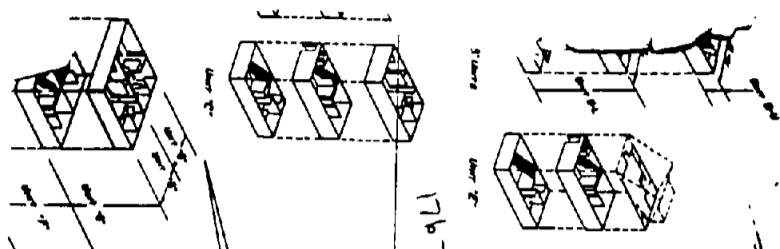
R: 2100' A: 30.29' C: 274.7'

R: 481.95' A: 102.30' C: 1248' CB: 539.08' 47° E

R: 333.17' A: 113.15' C: 112.61' CB: N 50° 51' 40" N

R: 383.17' A: 130.13' C: 122.51' CB: S 50° 51' 40" E





FARLINGTON GLEN (D)
 FARLINGTON STREET ONE
 BLOCKS 2, 3, 10 AND 1 PART OF
 BLOCK 1
 (AS SHOWN ON O.S. 625 AND 294)
 WELLINGTON, VIRGINIA

OWNER:
 C.B.I. PUBLIC CORPORATION
 1000 SOUTH ALABAMA ST.
 NEW ORLEANS, LOUISIANA



PLAT OF

PREPARED BY
 VIRGINIA ARCHITECTS

NO. 1 INSULATION
 WALL & FLOOR
 ROOF 2" POLYSTYRENE
 INSULATION
 ROOF 1" POLYSTYRENE
 INSULATION