

DECLARATION
FOR
STRATTON HOUSE CONDOMINIUM

ARTICLE I

CREATION; DEFINED TERMS

Section 1.1. Creation of the Condominium. Pursuant to the provisions of Chapter 4.2 of Title 55 of the Code of Virginia ("Condominium Act"), Shehendoah Associates, a Virginia general partnership ("Declarant") hereby creates a condominium comprised of the land described in Exhibit A hereto, located within Arlington County, Virginia ("Land"), together with all improvements thereto and all easements, rights and appurtenances thereunto appertaining ("Property"). The name of the condominium is "Stratton House Condominium" ("Condominium").

Section 1.2. Defined Terms. Except as otherwise defined herein or in Section 1.3 of the Bylaws comprising Exhibit B, all terms used in the condominium instruments shall have the meanings specified in section 55-79.41 of the Condominium Act. All exhibits referred to in the condominium instruments are exhibits to this Declaration.

ARTICLE 2

BUILDINGS ON THE LAND; UNIT BOUNDARIES

Section 2.1. Location and Dimensions of Buildings. The location and dimensions of each building on the Land are depicted on the "Plats" attached as Exhibit D hereto.

Section 2.2. Units. The location of units within each building and their dimensions are shown on the "Plans" attached as Exhibit E hereto. The Common Element Interest Table attached as Exhibit C hereto is a list of all units, their identifying numbers, location (all as shown more fully on the Plats and Plans), type and the Common Element Interest appurtenant to each unit determined on the basis of size. The "size" of each unit is the total number of square feet contained therein determined by reference to the dimensions shown on the Plats and Plans.

Eye Sr., N
Suite 600
Washington, D.C. 20005

Section 2.3. Unit Boundaries. The boundaries of each unit are as follows:

(a) Upper and Lower (horizontal) Boundaries: The upper and lower boundaries of the unit are the following boundaries extended to an intersection with the vertical (perimetric) boundaries:

(1) Upper Boundary: The horizontal plane of the bottom surface of the concrete or wood joists (as the case may be) of the ceiling except where there is a dropped ceiling in which locations the upper boundary is the horizontal plane which includes the top side of the plasterboard of the dropped ceiling.

(2) Lower Boundary: The horizontal plane of the top surface of the undecorated concrete floor or wood subflooring (as the case may be).

(b) Vertical (perimetric) Boundaries: The vertical boundaries of the unit are the vertical planes which include the back surface of the plasterboard of all walls bounding the unit extended to intersections with each other and with the upper and lower boundaries.

(c) The unit includes the heating and air-conditioning apparatus serving only that unit (whether or not located within the unit boundaries), which apparatus is part of the unit. Any portion of a utility system or other apparatus serving more than one unit (e.g., pipes, conduits, ducts) which is located partially within and partially outside the unit is part of the common elements. Any portion of a utility system serving only one unit which is located outside the unit is a limited common element appurtenant to that unit.

Section 2.4. Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the common elements and the units by virtue of the foregoing boundary description, the provisions of the Bylaws shall govern the division of maintenance and repair responsibilities between the unit owner and the Association.

Section 2.5. Relocation of Unit Boundaries and Subdivision of Units. Relocation of boundaries between units and subdivision of units is permitted subject to compliance with the provisions therefor in Sections 5.7 and 8.5 of the Bylaws and in sections 55-79.69 and 55-79.70 of the Condominium Act.

COMMON ELEMENTS

Section 3.1. Limited Common Elements. The locations of the common elements to which each unit has direct access are shown on the Plats and Plans; pursuant to section 55-79.50(e) of the Condominium Act, a patio, if any, shown adjacent to a unit is a limited common element appurtenant to that unit.

Section 3.2. Reserved Common Elements. The Board of Directors shall have the power in its discretion from time to time to grant revocable licenses in designated common elements to the Association or to any unit owners and to establish a reasonable charge to such unit owners for the use and maintenance thereof. Such designation by the Board shall not be construed as a sale or disposition of the common elements.

Section 3.3. Alteration of Common Elements by the Declarant. The Declarant reserves the right to modify, alter, remove or improve defective, obsolete or non-functional portions of the common elements, including without limitation any equipment, fixtures and appurtenances, when in the Declarant's judgment it is necessary or desirable to do so, until the expiration of the applicable warranty period.

Section 3.4. Rental Operation on Convertible Land and in Convertible Space. The Declarant shall have the right to operate any convertible land or convertible space as a rental project with any permissible commercial uses. The Declarant may establish and maintain all offices, signs and other accoutrements normally used in the operation of such rental properties in the sole discretion of the Declarant. The Declarant may, in the sole discretion of the Declarant, lease portions of any convertible land or convertible space so long as the Declarant pays the expenses attributable to such rental operation. Such operations shall be for the benefit of the Declarant and neither the Association nor any unit owner (other than the Declarant) shall have any right or interest in the profits or losses thereof.

ARTICLE 4

EASEMENTS

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

Section 4.1. Easement to Facilitate Sales. All units shall be subject to an easement in favor of the Declarant pursuant to section 55-79.66 of the Condominium Act. The Declarant

reserves the right to use any units owned or leased by the Declarant as models, management offices, sales offices (for this and other projects) or customer service offices. The Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant. The Declarant shall have the right to restrict the use of certain common element parking spaces for sales purposes and to use such spaces for sales purposes. Further, the Declarant shall have the right to erect temporary offices on certain common element parking spaces for models, sales, management, customer service and similar purposes. The reservation of this easement to facilitate sales also applies to the additional land. This easement shall continue until the Declarant has conveyed all units in the Condominium to unit owners other than the Declarant.

Section 4.2. Easement for Access and Support.

(a) Access. The Declarant reserves in favor of the Declarant and the managing agent and/or any other person authorized by the Board of Directors the right of access to any unit as provided in section 55-79.79 of the Condominium Act and Section 5.9 of the Bylaws. In case of emergency, such entry shall be immediate whether or not the unit owner is present at the time. Further, until the expiration of the warranty period, such entry shall be permitted to perform warranty-related work (for the benefit of the unit being entered, other units or the common elements) whether or not the unit owner consents or is present at the time.

(b) Support. Each unit and common element shall have an easement for lateral and subjacent support from every other unit and common element.

Section 4.3. Declarant's Right to Grant Easements.

The Declarant shall have the right, prior to the termination of the Declarant Control Period, to grant and reserve easements and rights-of-way through, under, over and across the Property for construction purposes, and for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone, television reception and other utilities.

ARTICLE 5AMENDMENT TO CONDOMINIUM
INSTRUMENTS; REQUIRED CONSENT

No amendment of the Declaration may be made without the prior written approval of the required percentage of Mortgagees where such approval is provided for in Section 8.5 of the Bylaws or where such approval is required elsewhere in the condominium instruments or by the Condominium Act. No amendment shall be made to any condominium instrument during the Declarant Control Period without the prior written consent of the Declarant. No amendment to the condominium instruments shall diminish or impair the rights of Mortgagees under the condominium instruments without the prior written consent of all Mortgagees, nor diminish or impair the rights of the Declarant under the condominium instruments without the prior written consent of the Declarant. No amendment may modify this Article or the rights of any person hereunder. Except as specifically provided in the condominium instruments, no provision of the condominium instruments shall be construed to grant to any unit owner, or to any other person, any priority over any rights of Mortgagees.

ARTICLE 6DEVELOPMENT OPTIONS

Section 6.1. Convertible Land. (a) Reservation.
The Declarant hereby reserves an option until the fifth anniversary of the recordation of this Declaration to convert all or any portion of the convertible land from time to time in compliance with section 55-79.61 of the Condominium Act without the consent of any unit owner or Mortgagee. The option to convert may be terminated prior to such anniversary only upon the filing of an amendment to the declaration by the Declarant. The Declarant reserves the right to convert any or all portions of the convertible land at any time, at different times, in any order, without limitation; provided, however, that the convertible land shall not exceed the area described on Exhibit A hereto. There are no other limitations on the option to convert except as set forth in this Article.

(b) Assurances. If the convertible land is converted, the buildings on the convertible land will be located approximately as shown on the Plats attached as Exhibit D hereto. At such time as the convertible land is completely converted, the maximum number of units on the convertible land as an aggregate will be no more than 122 or 37.4 units per acre. The maximum percentage of the aggregate land and floor area of all units that may be created within the convertible land that may be occupied by units not restricted exclusively to residential use, if such conver-

tible land is converted, is zero percent. Any buildings to be renovated or constructed within the convertible land will be generally compatible in quality, materials and style with the buildings on other portions of the Land. The Declarant may construct or convert additional units on the convertible land only to the extent permitted by the then applicable zoning. The Declarant may construct or convert certain additional structures containing recreational facilities and other amenities serving the Condominium. Any buildings containing residential units created within the convertible land will be substantially as shown on Exhibit D hereto. The Declarant reserves the right to create convertible space and limited common elements within the convertible land and to designate common elements therein which may be subsequently assigned as limited common elements. The type of such elements may be attics, roofs, balconies, porches, patios, terraces, electrical and mechanical rooms and systems including heating and cooling apparatus, parking, commercial and recreational facilities, and all other elements which can appropriately be designated as common elements or limited common elements. The size of such elements shall be limited to the size of the existing improvements now located on the Property except for: the balconies, porches, patios, terraces and fences, which shall not exceed the normal size for such appurtenances; the electrical and mechanical rooms and systems including heating and cooling apparatus, which shall not exceed the normal size for same necessary to serve the Property; and the parking and recreational facilities which shall not exceed the size necessary to serve the Property. The maximum number of such elements within the convertible land as an aggregate is 7,500. Other items may become limited common elements by operation of law. The allocation of Common Element Interests in the convertible land shall be computed as required by section 55-79.56(b) of the Condominium Act on the basis of size.

(c) Additional Land. The Declarant may designate as convertible land all or any portion of the additional land at any such time as all or any portion of the additional land is submitted to the Condominium Act. All of the reservations and the assurances set forth in subsections 6.1(a) and (b) of this section shall apply to such convertible land.

Section 6.2. Contraction of the Condominium. The Declarant hereby reserves an option until the seventh anniversary of the recordation of this Declaration to contract the Condominium from time to time in compliance with sections 55-79.54(d) and 55-79.64 of the Condominium Act without the consent of any unit owner or Mortgagee. The option to contract may be terminated prior to such anniversary only upon the recordation by the Declarant of an instrument relinquishing such option. The Declarant reserves the right to withdraw any or all portions of the withdrawable land at any time, at different times, in any order, without limitation; provided, however, that the

withdrawable land shall not exceed the area described on Exhibit A hereto. There are no other limitations on the option to contract.

Section 6.3. Expansion of the Condominium.

(a) Reservation. The Declarant hereby reserves an option until the seventh anniversary of the recordation of this Declaration to expand the Condominium from time to time in compliance with sections 55-79.54(c) and 55-79.63 of the Condominium Act without the consent of any unit owner or Mortgagee. The option to expand may be terminated prior to such anniversary only upon the recordation by the Declarant of an instrument relinquishing such option. The Declarant reserves the right to add any or all portions of the additional land at any time, at different times, in any order, without limitation; provided, however, that the additional land shall not exceed the area described on Exhibit A hereto. There are no other limitations on the option to expand except as set forth in this Article.

(b) Assurances. The Declarant makes no assurances as to location of improvements on the additional land. At such time as the Condominium is expanded, the maximum number of units on the additional land will not exceed 122. The maximum number of units on any portion of the additional land added to the Condominium shall not exceed 37.4 units per acre. Moreover, the maximum number of units in the Condominium as a whole shall never exceed 37.4 units per acre. The maximum percentage of the aggregate land and floor area of all units that may be created on the additional land that may be occupied by units not restricted exclusively to residential use, if such additional land is added to the Condominium, is zero percent. The Declarant makes no assurances as to what improvements may be constructed on the additional land but such improvements will be reasonably compatible in quality with the improvements on the Land but need not be the same materials or style. No assurances are made by the Declarant as to the size or type of units that may be created in the future on the additional land. The Declarant reserves the right to designate common elements therein which may be subsequently assigned as limited common elements. The Declarant makes no assurances as to type, size or maximum number of such common elements or limited common elements. The allocation of Common Element Interests in the additional land shall be computed as required by section 55-79.56(b) of the Condominium Act on the basis of size. If the Declarant does not add, or adds and then subsequently withdraws, any portion of the additional land, the Declarant shall nevertheless have the right to construct all or any portion of any building on the additional land and operate the same without restriction.

Section 6.4. Convertible Space. The Declarant may designate as convertible space all or any portion of the

buildings on the additional land when added to the Condominium. The conversion of such convertible space shall be made pursuant to section 55-79.62 of the Condominium Act.

ARTICLE 7

RIGHT TO LEASE OR SELL UNITS

The Declarant shall own in fee simple each condominium unit to which legal title is not conveyed or otherwise transferred to another person. The Declarant retains the right to enter into leases with any persons for the occupancy of any of the units owned by the Declarant.

ARTICLE 8


NO OBLIGATIONS

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

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by the principal officer of a corporate general partner, on Aug 20, 1984, on behalf of the partnership.

SHENANDOAH ASSOCIATES,
a Virginia general partnership

By: Pacific Properties, Inc.

By: 
Vice President

STATE OF VIRGINIA)
At Large) SS:
OF _____)

BOOK 2148 960

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Alan S. Landau, Vice President of Pacific Properties, Inc., which is a general partner of Shenandoah Associates, whose name is signed to the foregoing instrument, has acknowledged the same before me in the aforesaid jurisdiction as an officer of the corporation on behalf of the partnership.

GIVEN under my hand and seal on August 20, 1984.

Kimberly A. Coyle [SEAL]
Notary Public

My commission expires: June 3, 1985

STRATTON HOUSE CONDOMINIUM

DESCRIPTION OF SUBMITTED LAND AND CONVERTIBLE LAND

Beginning at a point on the Southwesterly R/W line of South Glebe Road (Route 120) marking the most Easterly corner of Lot 1-A, Block 1, Glebe Manors; thence with the Southwesterly R/W line of South Glebe Road S 52° 38' 20" E, 168.32 feet; and with a curve to the right whose radius is 20.00 feet (and whose chord is S 07° 38' 20" E, 28.28 feet) an arc distance of 31.42 feet to a point on the Northerly R/W line of 5th Street South; thence with the Northerly R/W line of 5th Street South the following courses: S 37° 21' 40" W, 26.96 feet; with a curve to the right whose radius is 50.00 feet (and whose chord is S 55° 44' 05" W, 31.52 feet) an arc distance of 32.07 feet; S 74° 06' 30" W, 271.45 feet; with a curve to the right whose radius is 45.00 feet (and whose chord is N 80° 57' 13" W, 37.95 feet) an arc distance of 39.17 feet; and with a curve to the left whose radius is 45.00 feet (and whose chord is S 39° 24' 58" W, 89.60 feet) an arc distance of 132.86 feet to a point on the Northerly line of William L. Petrie; thence with the Northerly line of Petrie S 74° 06' 30" W, 289.02 feet to a point on the Easterly line of a property of the United States of America (Arlington Hall Reservation); thence with the Easterly line of the property of the United States of America N 28° 07' 15" W, 230.26 feet to a point on the Southerly terminus of South Oakland Street; thence with the terminus of South Oakland Street and continuing with the Southerly line of the aforementioned Block 1, Glebe Manors N 74° 12' 10" E, 672.20 feet to the point of beginning, containing 143,141 square feet of land.

TOGETHER WITH:

Beginning at a point on the Southwesterly R/W line of South Glebe Road marking the Northeasterly corner of William L. Petrie; thence departing from the road with the Northerly line of Petrie S 74° 06' 30" W, 61.70 feet to a point on the Southerly R/W line of 5th Street South; thence with the Southerly R/W line of 5th Street South the following courses: with a curve to the left whose radius is 100.00 feet (and whose chord is N 39° 50' 26" E, 8.65 feet) an arc distance of 8.65 feet; N 37° 21' 40" E, 24.50 feet; and with a curve to the right whose radius is 20.00 feet (and whose chord is N 88° 34' 35" E, 31.18 feet) an arc distance of 35.75 feet to a point on the aforementioned Southwesterly R/W line of South Glebe Road; thence with the Southwesterly R/W line of South Glebe Road with a curve to the right whose radius is 125.02 feet (and whose chord is S 38° 11' 17" E, 8.81 feet) an arc distance of 8.82 feet; and with a curve to the left whose radius is 143.02 feet (and whose chord is S 36° 56' 15" E, 3.84 feet) an arc distance of 3.84 feet to the point of beginning, containing 919 square feet of land. Both parcels containing an aggregate of 144,060 square feet of land.

STRATTON HOUSE CONDOMINIUM

DESCRIPTION OF ADDITIONAL LAND AND WITHDRAWABLE LAND

PHASE I

Parcel A (WL-IA)

Beginning at a point on the Southwesterly R/W line of South Glebe Road (Route 120) marking the most Easterly corner of Lot 1-A, Block 1, Glebe Manors; thence with the Southwesterly R/W line of South Glebe Road S 52° 38' 20" E, 168.32 feet; and with a curve to the right whose radius is 20.00 feet (and whose chord is S 07° 38' 20" E, 28.28 feet) an arc distance of 31.42 feet to a point on the Northerly R/W line of 5th Street South; thence with the Northerly R/W line of 5th Street South the following courses: S 37° 21' 40" W, 26.96 feet; with a curve to the right whose radius is 50.00 feet (and whose chord is S 55° 44' 05" W, 31.52 feet) an arc distance of 32.07 feet; S 74° 06' 30" W, 271.45 feet; with a curve to the right whose radius is 45.00 feet (and whose chord is N 80° 57' 13" W, 37.95 feet) an arc distance of 39.17 feet to a point; thence departing from the road and running through the property of James Parreco and Sons the following courses: N 01° 28' 11" W, 77.78 feet; N 15° 47' 50" W, 70.00 feet; and S 74° 12' 10" W, 424.88 feet to a point on the Easterly line of a property of the United States of America (Arlington Hall Reservation); thence with the Easterly line of the property of the United States of America N 28° 07' 15" W, 28.66 feet to a point on the Southerly terminus of South Oakland Street; thence with the Southerly terminus of South Oakland Street and continuing with the Southerly line of Block 1, Glebe Manors N 74° 12' 10" E, 672.20 feet to the point of beginning, containing 70,196 square feet of land.

Parcel B (WL-IB)

Beginning at a point on the Southwesterly R/W line of South Glebe Road marking the Northeasterly corner of William L. Petrie; thence departing from the road with the Northerly line of Petrie S 74° 06' 30" W, 61.70 feet to a point on the Southerly R/W line of 5th Street South; thence with the Southerly R/W line of 5th Street South the following courses: with a curve to the left whose radius is 100.00 feet (and whose chord is N 39° 50' 26" E, 8.65 feet) an arc distance of 8.65 feet; N 37° 21' 40" E, 24.50 feet; and with a curve to the right whose radius is 20.00 feet (and whose chord is N 88° 34' 35" E, 31.18 feet) an arc distance of 35.75 feet to a point on the aforementioned Southwesterly R/W line of South Glebe Road; thence with the Southwesterly R/W line of South Glebe Road with a curve to the right whose radius is 125.02 feet (and whose chord is S 38° 11' 17" E, 8.81 feet) an arc distance of 8.82 feet; and with a curve to the left whose radius is 143.02 feet (and whose chord is S 36° 56' 15" E, 3.84 feet) an arc distance of 3.84 feet to the point of beginning, containing 919 square feet of land. Both Parcels A and B containing an aggregate of 71,115 square feet of land.

PHASE II (WL-II)

Beginning at a point on the Easterly line of a property of the United States of America (Arlington Hall Reservation) marking the Northwesterly corner of William L. Petrie; thence with the Easterly line of the property of the United States of America N 28° 07' 15" W, 201.60 feet to a point; thence running through the property of James Parreco and Sons the following courses: N 74° 12' 10" E, 424.88 feet; S 15° 47' 50" E, 70.00 feet; and S 01° 28' 11" E, 77.78 feet to a point on the Northerly R/W line of 5th Street South; thence with the Northerly R/W line of 5th Street South with a curve to the left whose radius is 45.00 feet (and whose chord is S 39° 24' 58" W, 89.60 feet) an arc distance of 132.86 feet to a point on the Northerly line of the aforementioned William L. Petrie; thence with the Northerly line of Petrie S 74° 06' 30" W, 289.02 feet to the point of beginning, containing 72,945 square feet of land.