

MASTER DEED*

THIS MASTER DEED, made this 25th day of July, 1973, pursuant to the provisions of the Horizontal Property Act, Chapter 4.1, Title 55, 1950 Code of Virginia, as amended (Sections 55-79.1, et seq.), hereinafter known as the "Act," by Madison Associates Limited Partnership, a Virginia limited partnership, hereinafter called "Grantor."

WHEREAS, Grantor is the owner in fee simple of 2.0789 acres, more or less, located in the City of Alexandria, Virginia, as more particularly described on Exhibit A (metes and bounds description) attached hereto and made a part hereof; and

WHEREAS, Grantor wishes to establish hereby a Horizontal Property Regime upon the aforesaid land, pursuant to the provisions of Section 55-79.3 of the Act through the recordation of a Master Deed thereon; and

WHEREAS, Grantor wishes to impose hereby covenants and restrictions upon the land and to provide for the division of the improvements to be constructed upon the land, all of which provisions shall run with the land so that the land, together with the improvements placed thereon under the Horizontal Property Regime established hereby shall constitute a "Condominium Project" as defined in Section 55-79.2(d) of the Act, known as "Alexandria House;" and

WHEREAS, Grantor wishes to reserve hereby the right, pursuant to Section 55-79.9 of the Act, for so long as it is the owner in fee of all of the Apartments, to amend this Master Deed and to regroup or merge the records of the filial estates with the principal property and to provide hereby that the acceptance by it of reservations for purchase or the entry by it into contracts of sale for one or more Apartments shall not be deemed to vest any rights of ownership in the party or parties contracting with the Grantor;

W I T N E S S E T H:

NOW, THEREFORE, in order to create a Condominium Project consisting of the aforesaid land and improvements and to be known as Alexandria House, Grantor hereby

* The Master Deed for Alexandria House including all Amendments adopted through March 30, 1977, from the Land Records of Alexandria, Book 762, Pages 254-274.

submits the property and all its interests therein to a Horizontal Property Regime pursuant to the provisions of the Horizontal Property Act, Chapter 4.1, Title 55, 1950 Code of Virginia, as amended, and in furtherance thereof makes the following declarations as to divisions, limitations, restrictions, covenants, and conditions, and hereby declares that said property, subject to Grantor's reservation pursuant to Section 55-79.9 of the Act, is now owned and shall be owned, conveyed, mortgaged, encumbered, leased, rented, used, occupied and improved subject to said declarations, which declarations shall constitute covenants running with the land and shall be binding on and for the benefit of the Grantor, its successors and assigns, and all subsequent owners and lessees of all or any part of the Condominium Project and their respective successors, heirs, executors, administrators and assigns:

I. DESCRIPTION. Grantor proposes to construct "Alexandria House" in accordance with a plot plan and a contract between Grantor and the City of Alexandria, which are marked Exhibit B and attached hereto and made a part hereof, which plot plan has been approved by the appropriate authorities of the City of Alexandria, Virginia, on the 29th day of February, 1972, and in further accordance with the building plans (Architect's sheets A-2 through A-13 and A-27 and fourteen (14) drawings of apartment types) prepared by the firm of Mayne, Oseroff, Van Besien, Inc., which are attached hereto and incorporated herein as Exhibit C and are hereinafter referred to as the "Plans." The area at ground level (B-1 Garage Level) of the two buildings constituting Alexandria House shall be 90,559 square feet.

II. LEGAL INTERESTS. Alexandria House shall consist of fee simple interests in two hundred eight (208) residential apartments of thirteen (13) types, to-wit: one bedroom Type 1; one bedroom Type 2, one bedroom Type 3, one bedroom Type 4; one bedroom Type 5; two bedroom Type 1; two bedroom Type 2, two bedroom Type 3; two bedroom Type 4; two bedroom Type 5; three bedroom Type 1; three bedroom Type 2; three bedroom Type 3; and one (1) commercial apartment designated Commercial Apartment A; all of which shall be hereinafter referred to from time to time as "Apartments," together with the undivided common interest of each such Apartment in the General and Limited Common Elements, as hereinafter defined. Each Apartment, including its interest in any Common Elements, may be individually conveyed and/or encumbered and may be

the subject of ownership, possession, lease or sale and of all types of juridic acts inter vivos or mortis causa, as if it were the sole and entirely independent real property of the purchasing Co-Owner and/or of all of his successors in title.

III. BOUNDARY LINES OF APARTMENTS.

A. The residential Apartments shall be as shown on Exhibit C and as further described hereinafter in Article IV and shall be located on floors two through twenty-two in a single building consisting of twenty-three (23) stories plus basement and sub-basement and said residential apartments shall have horizontal and vertical boundaries as follows:

1. The respective residential Apartments shall consist of the spaces within the perimeter walls of each of the Apartments as shown on Exhibit C and as further described hereinafter. The respective Apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or interior load-bearing walls or columns, the floors and ceilings surrounding each Apartment or any pipes, wires, conduits or other utility lines running through such Apartments which are utilized for or serve more than one Apartment, the same being deemed Common Elements as hereinafter provided. Each Apartment shall be deemed to include all the walls and partitions which are not load-bearing within its perimeter walls, the inner decorated or finished surfaces of all walls, floors and ceilings, including plaster, drywall, paint, wallpaper or the like and the built-in fixtures including but not limited to ranges, garbage disposal units, refrigerators, and dishwashers. Additionally, the boundary lines of each Apartment are the exteriors of doors (excluding the exterior finished surface of doors giving access to corridors), windows and glass walls and the frames thereof.

2. An Apartment shall also include any attached balcony, except that the pre-cast and metal picket railings and balcony partitions and pre-cast mullions thereon shall be a part of the Common Elements.

B. The Commercial Apartment shall be as shown on Exhibit C and as further described hereinafter in Article IV and shall be all of a single building designated Commercial Apartment A consisting of two (2) stories and shall have horizontal and vertical boundaries as follows:

1. The plane of the upper surface of the floor slab on the first floor shall constitute the lower horizontal boundary of Commercial Apartment A.

2. The exterior surface of the roof covering the second floor together with all mechanical equipment, fixtures, installations, structures and other extensions attached or affixed thereto shall constitute the upper horizontal boundary of Commercial Apartment A.

3. The vertical boundaries shall be:

(a) On the first floor of Commercial Apartment A the outer surfaces of all load-bearing columns, masonry and concrete walls and aluminum and glass walls and doors that enclose the said first floor of Commercial Apartment A.

(b) On the second floor of Commercial Apartment A the outer surfaces of all load-bearing columns, masonry and concrete walls and aluminum and glass walls that enclose the said second floor of Commercial Apartment A, together with everything attached thereto as a natural extension thereof.

4. Commercial Apartment A shall include eight (8) load-bearing columns located in the arcade and supporting the second floor of said Apartment as shown on Exhibit C (the Plans).

IV. AREA AND CONTENT OF APARTMENTS. Each of the Apartments shall be composed of the number of rooms as shown on Exhibit C (the Plans) and shall contain the square footage of space as listed on Exhibit D attached hereto and incorporated herein.

V. GENERAL COMMON ELEMENTS. The General Common Elements of Alexandria House shall consist of all parts of Alexandria House other than Apartments as defined hereinabove in Article III. They shall include but not be limited to the following:

A. The land as described in Exhibit A on which Alexandria House shall be constructed.

B. All of the basement and sub-basement as shown on Exhibit C (the Plans).

C. All of the foundations, load-bearing columns, concrete slabs, roofs, masonry and concrete walls, trash rooms and chute, stairways, lobbies, corridors, elevator shafts, elevators, entrances, exits and other communication ways of Alexandria House, except such as have been hereinabove designated as Commercial A.

D. All compartments or installations of centralized utilities and services serving one or more Apartments including but not limited to hot and cold water lines, sewerage, electricity, telephone, television antenna, gas, heating and cooling lines and conduits and ventilating ducts. Any such utilities or services within an Apartment as defined hereinabove in Article III and serving only that Apartment shall be a part of the Apartment within which they are built and shall not be a part of the General Common Elements.

E. All pre-cast and metal picket balcony railings and all balcony partitions and pre-cast mullions.

F. The swimming pool and deck, men's dressing room and sauna, women's dressing room and sauna, party room and kitchen, and swimming pool equipment room.

G. The outdoor plaza facing the first floor entrance to Alexandria House constructed on the land as described in Exhibit A, including any structures on said plaza including but not limited to the driveway, canopy, planters, stairways and canopies, fountain, benches, curbs, sidewalks and decks above and all pipes and lines beneath said surface and serving any Common Elements or Apartments.

H. All of the foundations, load-bearing columns, concrete slabs, roofs, masonry and concrete walls, stairways and other structural elements of the parking garage.

I. All other parts of the property existing for the common use or necessary to the existence, maintenance and safety of the buildings.

VI. LIMITED COMMON ELEMENTS. The Limited Common Elements of Alexandria House shall consist of:

A. Those parking spaces numbered 1 through 387 as shown on the attached Plan (Exhibit C). Parking spaces of said Limited Common Elements numbered 118

through 148 inclusive and 154 through 185 inclusive shall be designated for the exclusive use of the Co-Owner of Commercial Apartment A. Parking spaces numbered 1 through 117 inclusive, 149 through 153 inclusive, and 186 through 387 inclusive shall be designated for the exclusive use of the Co-Owners of certain residential Apartments.

A Co-Owner who purchases an Apartment with a parking space designated for the exclusive use of said Apartment may acquire the exclusive right to use an additional designated parking space or spaces if said additional spaces are available. Thereafter the exclusive use of the parking space or spaces so designated for a certain Apartment may be sold or transferred among the Co-Owners of Alexandria House independently of and separately from their Apartments with the written consent of any holders of first trust security interests in any such affected Apartments or parking spaces. In addition, the exclusive use of the parking space or spaces so designated for a certain Apartment may be rented independently of and separately from such Apartment and the rental income derived therefrom shall be to the benefit of each individual Co-Owner choosing so to rent.

Parking spaces (Limited Common Elements) shall be a part of the Common Elements and owned in fee simple by all Apartment Co-Owners as their ownership interest is set forth in this document according to their undivided interest in said Common Elements.

When all of the residential Apartments have been purchased, the exclusive right to use the parking spaces not sold and designated for the use of particular Co-Owners shall become the sole and exclusive right of the Council of Co-Owners which shall be entitled to rent any such spaces as it deems proper. The Council of Co-Owners shall be liable for the payment of the pro rata shares of the assessment on Limited Common Elements for such parking spaces as such assessment is set forth in this Article.

Co-Owners with an exclusive right of use in the Limited Common Elements shall be liable for the payment of their pro rata shares of the assessment established by the Council of Co-Owners annually for the operation and maintenance of the Limited Common Elements. Such assessment shall be based upon that proportion of the total cost of the operation and maintenance of Alexandria House reasonably attributable to the

operation and maintenance of the parking garage. The pro rata shares of the Co-Owners with exclusive rights of use in the Limited Common Elements shall be determined by dividing such assessment upon the Limited Common Elements by 398.5 and multiplying the result by the number of parking spaces reserved for the exclusive use of each Co-Owner. For the purposes of this formula parking spaces numbered 1 through 364 shall have a value of 1 and tandem parking spaces numbered 365 through 387 shall have a value of 1.5.

B. The elevator shaft, elevator lobby and elevator machine room located on the B-1 level of the parking garage (serving Commercial Apartment A).

Said area is hereby designated for the exclusive use of said Commercial Apartment since elevator service is necessary to its proper operations.

The responsibility for maintenance, repair and replacement of the elevator equipment and appurtenances shall be that of the Co-Owner of Commercial Apartment A.

VII. INTEREST OF CO-OWNERS IN GENERAL COMMON ELEMENTS.

A. Each Co-Owner shall have an undivided interest in the General Common Elements and shall share in the expense of operating and maintaining the said General Common Elements according to the percentage of his undivided interest in the said General Common Elements as listed on Exhibit E attached hereto and incorporated herein by reference.

B. The undivided interest of each Co-Owner in the General Common Elements as shown on Exhibit E shall not be changed without the written consent of all holders of first trust security interests in any Apartments, provided, however, that there shall be reserved to the Co-Owner of Commercial Apartment A the right to subdivide his apartment at any time by recorded amendment to this Master Deed executed by said Co-Owner with the written consent of the holder of any first trust security interest in said apartment so long as said subdivision shall consist of the entire premises of said apartment within the boundaries as set forth in Article IIIB above and the undivided interests

of all subdivided units shall equal the original undivided interests of Commercial Apartment A as set forth in Exhibit E to the Master Deed.

C. The General Common Elements shall remain undivided and no Co-Owner shall bring any action for partition or division of the above defined General Common Elements.

D. The undivided interests in the General Common Elements shall not be separate from the Apartments and shall be deemed to be conveyed or encumbered with the Apartments even though such interests are not expressly mentioned or described in the instrument of conveyance or encumbrance.

VIII. USE OF GENERAL COMMON ELEMENTS. The use of the General Common Elements shall be limited to Co-Owners, their tenants, and guests, employees and business invitees of said Co-Owners or tenants. The use of the General Common Elements shall be governed by the By-Laws and rules and regulations adopted by the Council as defined by Section 55-79.2(f) of the Act, except that the said By-Laws and rules and regulations shall not in any way interfere with the commercial enterprises to be conducted in commercial Apartment A.

IX. ADMINISTRATION. The administration of the affairs of Alexandria House shall be conducted in accord with the provisions of this Master Deed, the By-Laws of the Council which are attached hereto and made a part hereof as Exhibit F, the Property Maintenance Agreement which is attached hereto and made a part hereof as Exhibit G, and such reasonable rules and regulations as may be promulgated by the Council or its Board of Directors, and specifically but without limitation the Council shall:

A. With regard to Common Elements make, build, maintain and repair all fences, sewers, drains, roads, curbs, sidewalks and parking areas which may be required by law to be made, built, maintained and repaired upon or adjoining or in connection with or for the use of Alexandria House or any part thereof.

B. Keep all Common Elements of the Project in a strictly clean and sanitary condition, and observe and perform all laws, ordinances, rules and regulations now or hereafter made by any governmental authority applicable to Alexandria House.

C. Well and substantially repair, maintain, amend and keep all Common Elements of Alexandria House, including without limitation the residential Apartment building thereof, with all necessary repairs and amendments whatsoever in good order and condition except as otherwise provided herein, and maintain and keep said land and all adjacent land between any street boundary of Alexandria House and the established curb or street line in a neat and attractive condition and all trees, shrubs and grass thereon in good cultivation and replant the same as may be necessary, and repair and make good all defects in the Common Elements herein required to be repaired by the Council.

D. Before commencing or permitting construction of any improvements on Alexandria House, costing more than Three Thousand Dollars (\$3,000.00) obtain a bond of a type and in an amount satisfactory to the Council, naming as Obligees collectively all Co-Owners as their interest may appear, with a corporate surety authorized to do business in Virginia, guaranteeing completion of such construction free and clear of all mechanic's and materialmen's liens, and all claims in lieu of mechanic's and materialmen's liens arising from Title 43, 1950 Code of Virginia, as amended.

E. Observe any setback lines affecting Alexandria House and not erect, place or maintain any building or structure whatsoever except fences or walls between any street boundary thereof and the setback line along such boundary.

F. Not make or suffer any strip or waste or unlawful, improper or offensive use of Alexandria House.

X. GOVERNING DOCUMENTS. Each Co-Owner and each tenant of a Co-Owner shall comply with all of the provisions of this Master Deed, the By-Laws, the Property Maintenance Agreement, rules, regulations, decisions and resolutions of the Council, as each or any of them may be properly amended from time to time, except that no such provisions shall restrict, limit or prohibit the operation of Commercial A so long as such operation shall be in accordance with all laws, ordinances, rules and regulations of the appropriate state and/or local governmental authorities. Any failure on the part of any such Co-Owner or tenant to comply with the provisions of the foregoing sentence

shall be grounds for an action to recover damages and/or for injunctive relief, whichever may be proper.

XI. LIABILITY FOR ASSESSMENTS. No Co-Owner of an Apartment may exempt himself from liability for any assessments upon his Apartment for the cost of the maintenance and operation of any of the Common Elements by waiver of the use or enjoyment of any of the said Common Elements, or by the abandonment of his Apartment. In addition, each Co-Owner shall be personally liable for all such assessments imposed by the Council which may be due but unpaid at the time he acquires an Apartment or which may become due and payable at any time during which he owns an Apartment, except that any holder of a first trust security interest in an Apartment who obtains title to said Apartment pursuant to foreclosure under its deed of trust or by any other proceeding in lieu of foreclosure thereof shall not be personally liable for such Apartment's unpaid assessments which accrue prior to the acquisition of title to such Apartment by the holder of said first trust security interest.

XII. LIEN FOR ASSESSMENTS. The assessments imposed by the Council in accordance with the provisions of its By-Laws for the maintenance and operation of any of the Common Elements and for the payment of any common insurance premiums shall constitute a lien upon each of the Apartments superior to all liens other than liens for real estate taxes and liens for first trust financing, in accordance with Section 55-79.13 of the Act.

XIII. INSURANCE.

A. The Council shall obtain and maintain at all times insurance against loss by fire, with endorsement for extended coverage and additional extended coverage, for the full insurable replacement value of Alexandria House (which value shall be determined by a qualified appraiser appointed from time to time by the Council for that purpose). The policy or policies of insurance shall contain a "Condominium Property Endorsement" on the FIRAA Form of March 1966, or such amended, substitute or replacement form of such endorsement as may be approved for use in the Commonwealth of Virginia, for each Co-Owner, and for the lender or lenders having first trust liens upon any Apartment or Apartments, or upon all or any part of the Common Elements. The

premiums for the insurance coverage shall be a common expense to be paid by the Council, and such expense shall be assessed against each Co-Owner in the same proportion and at the same time as the operating and maintenance expenses of the Common Elements are assessed.

B. The insurance shall meet the following criteria:

1. All policies shall be written with a company licensed to transact business in the Commonwealth of Virginia, and holding a rating of "AAA" or better by Best's Insurance Reports and a policyholder's rating of "A" or better;

2. The Council or its designee shall have the exclusive authority to adjust losses under the insurance policies with the consent and approval of any lender having a security interest in any such damaged Apartment, Apartments or a portion of the Common Elements;

3. In no event shall the insurance coverage obtained and maintained by the Council be brought into contribution with insurance purchased by individual Co-Owners or their mortgagees;

4. Each Co-Owner may obtain additional insurance at his own expense upon his Apartment, provided that no Co-Owner shall maintain insurance coverage which will tend to decrease the amount which the Council may realize under any insurance policy which it may have in force on Alexandria House at any particular time; each Co-Owner shall file with the Council a copy of any individual policy of insurance purchased by such Co-Owner within thirty (30) days after its purchase; each Co-Owner shall also notify the Council of any improvements made by him to his Apartment having a value in excess of One Thousand Dollars (\$1,000.00), whether made at one time or as an aggregate increased value over a period of time;

5. The insurance carrier shall waive subrogation rights as to any claims against the Council, its delegate, if any, the Co-Owners, or their tenants, and their respective servants, agents, employees, business invitees or guests;

6. Each of the policies of insurance obtained by the Council shall contain provisions (i) that they may not be cancelled, invalidated or suspended on account of

the conduct of one or more of the individual Co-Owners; (ii) that they may not be cancelled, invalidated or suspended on account of the conduct of any officer or employee of the Council without a prior demand in writing that the Council cure the conduct of such officer or employee with appropriate time to effect such cure; and (iii) if the Council fails to cure the conduct of an officer or employee within the allotted time, the policies still may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insureds including all mortgagees and Co-Owners.

C. The Council shall from time to time designate a bank or trust company in the Commonwealth of Virginia as an insurance trustee. The Council shall be responsible for fees and expenses of the insurance trustee which shall constitute a common expense of Alexandria House.

D. Except as is otherwise hereinafter provided, the insurance trustee named in the condominium property endorsement referred to above shall receive and hold the amount payable under any or all of the policies of insurance referred to herein, and shall apply the same to the cost of repair or reconstruction of any damaged or destroyed Apartment or Apartments. The Co-Owner or Co-Owners of any damaged or destroyed Apartment or Apartments shall be obligated to commence the work of repairing or reconstructing such Apartment or Apartments within sixty (60) days from the date of the occurrence of the damage or destruction. The work shall be accomplished in accordance with the same plans and specifications by which the Apartment was originally constructed, subject, however, to the prior written approval of the Council. The insurance trustee shall make available and pay to the Co-Owner the amount of insurance proceeds received by the insurance trustee for the reconstruction and repair of such Apartment or Apartments. Such payment of the proceeds of insurance shall be made as the work progresses, at such times and upon compliance by the Co-Owner with such conditions as the insurance trustee shall impose in order to assure full restoration or repair of the damaged portions of the Apartment or Apartments in a workmanlike manner free and clear of any mechanics' and/or materialmen's liens and any other encumbrances, liens, claims or charges. If the cost of the reconstruction or repair exceeds the amount paid to the insurance trustee, the excess shall be paid by the Co-Owner; provided, however, that in the event three-fourths (3/4) or more of the total number of Apartments in Alexandria House

are substantially damaged or destroyed (for the purposes of this section the phrase "substantially damaged or destroyed" shall be deemed to mean damaged to an extent requiring repairs estimated to cost in excess of fifty per cent (50%) of the predamage value of an Apartment), a decision not to reconstruct or repair the damaged or destroyed Apartments may be made within sixty (60) days of the date of the damage or destruction by the vote of at least three-fourths (3/4) of the Co-Owners cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws of the Council, that any such decision shall be subject to the approval of the holders of all first trust security interests on Apartments, who may within thirty (30) days of receipt of notice of the Council decision require or prohibit reconstruction or repair. In the event that reconstruction or repair is voted against and/or prohibited as indicated above, Alexandria House shall be considered to be terminated as a Condominium Project. If less than three-fourths (3/4) of the total number of Apartments are substantially damaged or destroyed as that term is defined above or if a decision not to reconstruct or to rebuild substantially damaged or destroyed Apartments is not made, all damaged or destroyed Apartments must be repaired or restored.

E. The Council shall also obtain and maintain at all times comprehensive general liability insurance covering all Apartment Co-Owners with respect to the project in a responsible insurance company with minimum limit of not less than Three Hundred Thousand Dollars (\$300,000) for injury to one person and Five Hundred Thousand Dollars (\$500,000) for injury to more than one person in any one accident or occurrence and Fifty Thousand Dollars (\$50,000) for property damage. The premiums for the insurance coverage shall be a common expense to be paid by the Council, and such expense shall be assessed against each Co-Owner in the same proportion and at the same time as the operating and maintenance expenses of the Common Elements are assessed. The provisions hereof are without prejudice to the right of any Apartment Co-Owners to maintain additional liability insurance for their respective Apartments.

F. The Council shall also obtain and maintain at all times workmen's compensation insurance and any other such employment insurance required by law or deemed necessary by the Council, and the premiums therefor shall be a common expense

to be assessed against each Co-Owner in the same proportion and at the same time as the operating and maintenance expenses of the Common Elements are assessed.

G. Each Co-Owner shall be responsible at his own personal cost and expense for his own personal insurance on the contents of his own apartment and decorating and furnishings and personal property therein, and his personal property stored elsewhere on the project property, and his personal liability to the extent not covered by the liability insurance for all of the Co-Owners obtained as part of the common expenses as above provided.

XIV. CO-OWNERS' MAINTENANCE, REPAIRS AND REPLACEMENTS.

A. Each residential Co-Owner shall furnish, and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own Apartment, except as to any Common Elements located therein. Specifically, but without limitation, each Co-Owner shall repair and/or replace his own cooking range, oven, refrigerator, kitchen appliances, interior bathroom and kitchen fixtures, plumbing equipment and appliances, individual lighting and electrical fixtures, all glass and/or plate glass which may be part of any window or wall or door of the Apartment, even though such glass may also constitute the outside wall of such Apartment, and all other elements and contents of the Apartment which are individually and privately owned. Each Co-Owner shall furnish and be responsible for, at his own cost and expense, all of the decorating within his own Apartment from time to time, including painting, wall papering, washing, cleaning, panelling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Co-Owner shall own all doors, windows and glass within his Apartment and shall also own all doors (excluding exterior finished surfaces), windows and glass forming part of the boundary walls and shall be responsible for the repair and replacement thereof.

B. The Co-Owner of Commercial A shall be responsible for any and all repairs and maintenance, whether operational or structural, which shall be necessary within its commercial Apartment. This responsibility shall include the responsibilities of operating and maintaining the first and second floors of Commercial A and the roof and fixtures thereto within the commercial Apartment as described hereinabove in Article

III.B. The Co-Owner of Commercial A shall additionally be directly responsible for all of its utilities and services, such utilities and services being separately metered from such comparable utilities and services attributable to the residential Apartments, the General Common Elements and the Limited Common Elements, even though such Co-Owner shall have an undivided interest in the General Common Elements and shall pay its pro rata share for the repair, operation and maintenance thereof according to its said undivided interest as delineated hereinabove in Article IV and Exhibit E attached hereto and made a part hereof, and further, even though such Co-Owner shall pay its proper share for the repair, operation and maintenance of the Limited Common Elements according to the formula as set forth hereinabove in Article VI.

XV. EASEMENTS. Easements are hereby reserved through each of the Apartments and the General and Limited Common Elements for the benefit of other Apartments in such manner and location as may be required for the installation and maintenance of utility lines, and heating, air cooling and ventilating ducts and/or lines, in the locations as originally constructed in the Apartment. Additional or relocated easements, following completion of original construction, shall be required to be approved in writing by the Co-Owner of the burdened Apartment and any party having a first trust security interest therein.

The Apartments shall have and be subject to and have appurtenant thereto the following: Nonexclusive easements in any of the Common Elements designed for such purposes as ingress to, egress from, utility services for and support, maintenance and repair of such Apartments and Common Elements and for use according to their respective purposes.

A non-exclusive easement is hereby reserved over the surface of the outdoor plaza and driveway to a distance not to exceed forty feet (40') from the exterior boundary lines of Commercial Apartment A for the benefit of said Commercial Apartment for any business or commercial purposes, providing such operation shall be in accordance with the laws, ordinances, rules and regulations of the appropriate state and/or local governmental authorities.

If any of the Common Elements encroaches upon any Apartment or if any Apartment encroaches upon any other Apartment or any of the Common Elements, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall and does exist whether such encroachment shall be by reason of any deviation from the plans in the construction or reconstruction of any improvement or by virtue of the settling or shifting of any land or improvement thereon. In the event any portion of the building shall be partially or totally destroyed and then rebuilt, minor encroachments of any parts of the Common Elements or Apartments due to construction shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist.

XVI. RESTRICTIVE COVENANTS. Grantor hereby imposes upon all of the property constituting the Condominium Project of Alexandria House other than Commercial Apartment A the following restrictive covenants:

A. No Apartment may be leased by a Co-Owner for transient purposes, to-wit, for periods of less than thirty (30) days or under terms which would include customary hotel services, such as room service, food and beverage service, maid service, laundry service or bellboy service. Otherwise, the Co-Owner of an Apartment shall have the absolute right to lease the Apartment, provided the lease is made subject to the provisions of the Master Deed, the By-Laws of the Council, and such reasonable rules and regulations as the Board of Directors of the Council shall make.

B. No Co-Owner, tenant of a Co-Owner or other resident of Alexandria House shall post any advertisement, poster, sign, or other similar thing in or on Alexandria House except (i) temporary signs necessary or expedient in connection with repair or renovation of an Apartment, or (ii) permanent signs as may be authorized by the Council in writing.

C. No noxious or offensive activity shall be carried on in any Apartment, nor shall anything be done or be permitted to remain in any Apartment which may be or become a nuisance or annoyance to the other Co-Owners. Residents of Alexandria House shall exercise extreme care in the use of radios, musical instruments, telephone, amplifiers, or other sound-producing or reproducing devices, in order to avoid disturbances of

other residents with excessive noise. No change shall be made to interior wall surfaces of an Apartment which would diminish its sound or fire suppression effect.

D. No clothing, laundry, rugs, wash or other similar such materials shall be hung from or spread upon any balcony, window, patio, or other exterior portion of an Apartment or in or upon any part of the Common Elements.

E. All garbage, trash or other discarded materials must be deposited in chutes, receptacles or rooms provided for that purpose.

F. No animals, other than common household pets, shall be kept or maintained in any Apartment. Common household pets shall not be kept, bred or maintained for commercial purposes in any Apartment.

G. No Co-Owner or other resident shall paint or otherwise change the exterior appearance of any Apartment or portion thereof without first having obtained written approval of such proposed painting or change in appearance from the Council.

H. No Co-Owner, tenant of a Co-Owner or other resident shall install any electrical or telephone wire, television antenna, radio antenna, air conditioning unit, or any other machine or device or part thereof on the exterior of any Apartment or upon any patio or balcony in or on Alexandria House or in any manner that protrudes through the roof or any walls of the building, except as such installation shall be expressly approved and authorized by the Council in writing.

I. No Co-Owner, tenant of a Co-Owner or other resident of Alexandria House shall enclose any balcony or portion of a balcony in Alexandria House in any way.

J. No Co-Owner, tenant of a Co-Owner or other resident of Alexandria House shall permanently remove the under drapes provided with his Apartment from the exterior glass walls thereof but he shall be responsible for cleaning and maintaining such under drapes as necessary.

All of the foregoing restrictive covenants are intended to constitute a general plan for the benefit of and enforceable by all present and future Co-Owners of or parties interested in any of the Apartments of Alexandria House and their heirs and assigns as well as by the Council of Co-Owners.

All of the foregoing are also restrictive covenants running with the land at law as well as in equity and are binding upon and inure to the benefit of the successors and assigns of the grantor and all present and future persons owning or having an interest in any of said Apartments.

XVII. REPAIRS. The Council or its designee or designees shall have the right to enter any Apartment when necessary to carry out any repair, maintenance or construction for which the Council is responsible, or for which any Co-Owner is responsible and which repairs or maintenance such Co-Owner has not completed after appropriate notice from the Council. Any such entry by the Council or its designee shall be made with as little inconvenience to the Co-Owner as is practicable, and any damage caused by such entry shall be repaired at the expense of the Council, unless the entry is made in order to perform any obligation for which such Co-Owner is responsible, in which event the entry, and all work done, shall be at the risk and expense of such Co-Owner.

XVIII. CHANGES BY GRANTOR. Nothing contained in this Master Deed shall be deemed to affect in any way whatsoever the right of the Grantor or its successors or assigns as developer to change the location, design, method of construction, arrangement, elevation or any part or feature of an Apartment or Apartments prior to the conveyance of any Apartment to a Co-Owner purchaser, or to impose upon the Grantor or its successors or assigns any obligation of any nature to build, construct or provide any portion whatsoever of Alexandria House.

XIX. REVOCATION, AMENDMENT OR REMOVAL OF CONDOMINIUM PROJECT. The Condominium Project established by this Master Deed shall not be revoked or any of the land or improvements removed from Alexandria House or any of the provisions of this Master Deed amended, unless all of the Co-Owners and all other parties having any first trust security interest in any Apartment or any portion of the Common Elements unanimously agree to such revocation, amendment or removal, by appropriate recorded documentation; provided, however, that this provision shall not be deemed to inhibit amendment of this Master Deed or consolidation or merger of filial estates with the principal property by the Grantor at any time prior to actual conveyance of one or more Apartments to a Co-Owner or amendment of this Master Deed by the

Exercise of the Co-Owner of Commercial Apartment A of his right to subdivide his apartment in accordance with Article VIIB above at any time. Acceptance of reservations to purchase, and/or execution of contracts of sale shall not be deemed to be a conveyance within the meaning of that term as used in this provision. The approval of all holders of a first trust security interest in any Apartment shall be required, subsequent to the first conveyance of any Apartment to a Co-Owner, for (1) any merger or consolidation of the regime, (2) the partitioning or subdivision of any Apartment or of any of the Common Elements, or (3) the abandonment or termination of the regime except as is provided for in case of fire or other casualty.

XX. CONDEMNATION.

A. If part of Alexandria House shall be taken or condemned by any authority having the power of eminent domain, such that no Apartment as defined in Article III is taken, all compensation and damages for and on account of the taking of Common Elements, exclusive of compensation for consequential damages to certain affected Apartments, shall be payable to the same bank or trust company in the Commonwealth of Virginia which is designated as insurance trustee in Article XIII above as trustee for all Co-Owners and holders of first trust security interests in any Apartments according to the loss or damages to their respective interests in the Common Elements taken. The Council, acting through the Board of Directors, shall have the exclusive right to act on behalf of the Co-Owners with respect to the negotiation and litigation of the issues with respect to the taking and compensation affecting Common Elements. All such proceeds shall be paid to the trustee and shall be used promptly to the extent necessary for restoring or replacing improvements so taken on the remaining property in as substantial compliance to the original plans and specifications as possible to restore the general value of Alexandria House. In the event there is an award in excess of the amount necessary to so substantially restore the Common Elements taken, it shall be distributed by the trustee to the Co-Owners according to their undivided interests in the Common Elements. Nothing herein is to prevent Co-Owners whose Apartments are specially affected by the taking or condemnation from joining in the condemnation proceedings and petitioning on their own behalf for consequential damages relating to loss of value of their affected Apartments or personal improvements therein, exclusive of damages relating to the Common

Elements. In the event that the condemnation award does not allocate consequential damages to specific Apartments, but includes an award for reduction in value of the Apartments without such allocation, the award shall be divided between affected Co-Owners and the Common Elements as the interests may appear by arbitration in accordance with the rules of the American Arbitration Association.

B. If part or all of Alexandria House shall be taken or condemned by any authority having the power of eminent domain such that any Apartment is taken, the Council shall have the right to act on behalf of the Co-Owners with respect to the Common Elements as in subparagraph A above of this Article and the proceeds shall be payable as described therein. Co-Owners directly affected by such taking shall represent and negotiate for themselves with respect to the damages affecting their respective Apartments. However, all awards so made shall be held by the trustee until a determination as to the action to be taken can be made in accordance with Article XIII, subparagraph D, above.

C. In the event of any proposed taking or condemnation by any authority having the power of eminent domain under Paragraph A or B above of this Article XX, all holders of first trust security interests affected by such proposed taking or condemnation shall be entitled to timely written notice from the Council thereof.

XXI. TERMINATION. In the event Alexandria House is terminated in accordance with Articles XIII, XIX or XX above or in any other way not herein foreseen, then the entire property constituting Alexandria House shall be deemed to be owned by all of the Co-Owners as tenants in common in the same proportions as their undivided interests in the Common Elements as expressed in Article VII and Exhibit E of this Master Deed. Any liens affecting any of the Apartments shall be transferred in accordance with then existing priorities to the undivided interest of the Co-Owner of the Apartment upon which the lien was originally imposed. All of Alexandria House shall thereafter be subject to an action for partition at the suit of any Co-Owner or Co-Owners, in which event the net proceeds of sale shall be considered to be one fund and shall be divided among all of the Co-Owners in proportion to their percentages of interest as set forth in the aforesaid Article VII and Exhibit E; provided, however, that before any proceeds of sale are

distributed to any Co-Owner, all liens imposed upon the Apartment previously owned by said Co-Owner and all assessments imposed upon such Apartment by the Council shall be satisfied in full.

IN WITNESS WHEREOF, Madison Associates Limited Partnership, as Grantor hereunder, has caused this Master Deed to be executed by a General Partner, this 25th day of July, 1973.

MADISON ASSOCIATES LIMITED PARTNERSHIP

Signed: Sheldon Magazine

BY: _____
General Partner

STATE OF Maryland

County of Montgomery, to-wit:

I, Mary E. Tilkin, a Notary Public in and for the State of Maryland, County of Montgomery, whose commission as such expires the 1st day of July, 1974, do hereby certify that Sheldon Magazine, whose name as General Partner of Madison Associates Limited Partnership is signed to the foregoing Master Deed bearing date on the 25th day of July, 1973, has acknowledged the same before me in my jurisdiction aforesaid.

GIVEN under my hand and seal this 25th day of July, 1973.

Signed: Mary E. Tilkin

Notary Public