

THIS MASTER DEED ESTABLISHING A HORIZONTAL PROPERTY REGIME,

made this 4th day of September, 1973, by Mock Forty Six Inc., a Virginia corporation, agent for owner Gulf Roston, Inc., a Delaware corporation (hereinafter referred to as "Grantor"), pursuant to the provisions of the Virginia Horizontal Property Act, Virginia Code Annotated Sections 55-79.1 through 55-79 J8, as amended (hereinafter referred to as the "Act).

WITNESSETH THAT:

WHEREAS, Grantor is the fee simple owner of certain real property situated in Reston, Fairfax County, Virginia, more particularly described in Exhibit "A" attached. Here to and made a part hereof; and

WHEREAS, Grantor has improved said real property by constructing thereon nine multifamily structures, aggregating a total of 300 apartments (which real property and improvements are hereinafter referred to as the "Property"), to be known as Southgate Condominium;

WHEREAS, Grantor desires to establish by this Declaration a plat for the individual ownership of the real property estates consisting of the area or space contained in each - of the apartments in said multifamily structures on the Property, and for the co-ownership by the individual and separate owners thereof, as tenants in common, of all the remaining real property in the Property.

NOW, THEREFORE, Grantor hereby submits the Property to the provisions of the Act, and hereby makes the following declaration as to the divisions, covenants, restrictions, limitations, conditions and uses to which the Property may be put, hereby specifying that this Declaration shall constitute a covenant to run with the land and shall be binding on the Grantor, its successors and assigns, and all subsequent co-owners of all or any part of the Property, together with their grantees, successors, heirs, executors, administrators, devisees and assigns:

A- Grantor hereby divides the Property into the following separate freehold estates:

1. The. 300 separately designated and legally described freehold estates consisting of the spaces or areas contained within the perimeter walls of each of the apartment units in multifamily structures constructed on the Property, said spaces being defined, and referred to herein, as "apartments". Said "apartments" are located as shown on the survey labeled Exhibit D attached hereto and made a part hereof and arc numbered as follows:

Type "A-L" Units (One bedroom) - 20021A, 200K-IA, 20I2-1A, 2(116-1 A. 2030-1A. 2032-IA. 2036-1 A. 2038-1 A, 2010-IA, 2011-IA. 2046-1A, 20501 A, 2051-1 A. 20601 A. 2062-1 A. 2002-11 A, 2008-11 A. 2010-11 A, 2012-11 A, 2016-11 A. 2030-11A, 2032-UA. 2036-I1A. 203S-11A, 2040-t1A. 20I4-11A, 2046-11 A, 20S0-UA. 2051I1A, 2060-11 A. 206211A. 2002-21A, 2008-21 A, 2012-21 A, 2016-21A. 2030-21 A. 2036-21 A. 2038-21 A. 2O10-2IA, 2044-21A.2046-21A. 2050-21A, 20S1-2IA. 2060-21A, 2062-21A

Type "A-R" Units (One bedroom) - 2002-2A. 200R-2A, 2012-2A. 2016-2A, 2030-2A, 2032-2A. 2036-2A. "2038-2A, 2040-2A, 2044-2A,* 2046-2A, 2051-2A. 2060-2A, 2062-2A. 2002-12A, 2008-12A, 2012-12A. 2016-12A, 2030-12A, 2032-12A, 2036-12A, 203S-12A, 2040-12A. 2044-12A, 2046-12A, 2050-12A, *2051-12A, 2060-12A. 2062-12A, 2002-22A, 2008-22A, 2012-22A, 2016-22A, 2030-22A, 2032-22A, 203>22A, 203822A, 2040-22A, 2044-22A, 2046-22A. 2050-22A, 20S1-22A, 2060-22A, 2062-22A

Type "A-R" (converted) Unit - 2004-2A

Type "B-L" Unite (Two bedrooms) - 2000-1B, 2004-1B, 2010-1B, 2014-1B, 2018-1Bi 2034-1B. 2035-1B, 2037-1B. 2042-1B. 2047-1B, 2048-1B. 2054-tB, 20S5-1B, 2056-1B, 2063-1B, 2065-1B, 2066-1B, 2068-1B, 2069-1B. 2071-1B, 2072-1B. *2073-1B, 2000-UB, 2004-UB, 2010-UB. 2014-11B. 2018-11B. 2034-1 IB, 2035-UB, 2037-1 IB, 2042-1 IB, 2047-1 IB. 2048-1 IB, 2054-1 IB, 2055-11B, 2056-1 IB, 2063-1 IB, 2065-11B, 2066-1 ID, 2068-1 IB, 2069-1 IB, 2071-UB. 2072-1 IB. 2073-1 IB, 2000-21B, 2004-21B, 2010-21B, 2014-21B. 20i8-21B, 2034-21B, 2035-21B. 2037-21B, 2042-21B, 2047-21B, 204S-21B, 2054-21B, 2056-21B. 2063-21B, 2065-21B, 2066-21B, 2068-21B, 2069-21B, 2071-21B, 2072-21B, 2073-21B

Type *B-R" Units (Two Bedrooms) - 2006-2B, 2010-2B, 2014-2B, 2018-2B, 2020-2B, 2031-2B, 2033-2B. 2034-2B, 2035-2B. 204S-2B, 2047-2B. 204S-2B, 2049-2B, 2052-2B, 2053-2B, 2054-2B, 2056-2B, 2058-2B, 2061-2B, 2063-2B, 2064-2B, 2065-2B, 2067-2B. 2068-2B. 2069-2B, 2071-2B, 2072-2B, 2074-2B, 2006-12B, 2010-12B, 2014-12B, 2018-12B, 2020-12B. 2031-12B, 2033-12B, 2034-I2B, 2035-12B, 2045-12B, 2047-12B, 2048-12B, 2049-12B. 20S2-12B, 2053-12B, 1054-12B, 2056-12B, 2058-12B, 2061-12B, 2063-12B, 2064-12B, 2065-12B. 2067-12B, 2068-12B, 2069-12B. 2071-12B, 2072-12B, 2074-12B,-2006-22B, 20HV22B, 2014-22B, 2018-22B, 2020-22B. 2031-22B. 2033-22B, 2034-22B, 203S-22B. 2045-22B, 2047-22B, 2048-221), 2049-2211. 2052-22B. 20S3-22B. 2054-22B. 2056-22B. 2C5S-22U. 2061-22B. 2063-22B, 206-1-22B. 2065-2211, 2067-22B, 206S-22U, 2069-22B, 2071-22B. 2072-22B, 2071-22B

Type "OR" Units (Three bedrooms) • 2000-2C, 20J7-2C, 2042-2C, 20S5-2C, 2066-2C. 2073-2C, 200012C, 2001-12C, 20.17-12C. 2042-12C, 20S5I2C. 2066-12C, 207.1-12C. 2000-22C, 200422C. 203722C. 2042-22C, 2055-22C, 2066-22C, 2073-22C

Type "C-L" Units (Time Bedrooms) • 2006-1C. 2020-1C, 2031-1C, 2033-1C. 2045-1C, 2049-1C, 20521C, 2053-1C, 205S1C, 2061-JC. 2064-1C, 2067-1C. 2074-1C, 2006-11C, 2020-11C, 2031-11C, 2033-11C. 204S-UC, 2049-11C. 205MIC, 2053-1 IC, 2058-1 IC, 2061-1 IC. 2064-1 IC. 20671 IC, 2074-1 IC, 2006-21C, 2020-21C, 2031-21C, 2033-21C, 2045-21C. 2049-21C, 2052-21C, - 2053-21C, 2058-21C. 2061-21C, 2064-21C, 2067-21C, 2074-21C

Each of the Type "A-L" Units and each of the Type "A-R" Units contains approximately 860.2 Square feet and includes the following rooms: a living/dining room, a kitchen, a bedroom, a bathroom and four closets.

The Type "A-R" (Converted) Unit contains approximately 8145 square feet and includes the following rooms: a living/dining room* a kitchen, a bedroom, a bathroom, and four closets.

Each of the Type *B-L" Units each of the Type "B-R" Units contains approximately 991.4 square feet and includes the following rooms: a living/dining room, a kitchen, two bedrooms, a bathroom and five closets.

Each of the Type "C-L" Units and each of the Type *C-R" Units contains approximately 1313.4 square feet and includes the following rooms: a living/dining room, a kitchen, three bedrooms, two bathrooms, and seven closets.

The individual "apartments" in the Property which shall be individually conveyed are shown and described in Exhibit D attached hereto and made a part hereof.

2. A freehold estate consisting of the remaining portion of the Property which is described and referred to herein as the "General Common Elements", which definition includes the multifamily structures and the land upon which they are located, and specifically includes, but is not limited to, roofs, main walls, slabs, parking areas, community facilities, pumps, water tanks, trees, pavement, balconies, pipes, wires, conduits, air conditioners and ducts, or other public utility lines.

- B. Ownership of each apartment* shall include an undivided interest in the "General Common Elements" as set forth in Paragraph C below, and each "apartment" together with the undivided interest is dermal am! Here in after referred to as a "family unit". The undivided interest *in* the "General Common Elements" which shall be conveyed with each "apartment" is as set forth in Exhibit 11.
- C. The proportionate shares of the separate owners of the respective "family units" in the profits and common expenses in the "General Common Elements", as well as their proportionate representation for voting purposes in the association of co-owners, is based on the proportionate value that each of the "family units", referred to herein, bears to the value of 58,776,700. which represents the total value of all of the "family units". The proportionate values of the respective "family units", their respective interests for voting* purposes, and their proportionate shares in the common profits and expenses shall be as follows:

Type "A-L* and "A-R" Units	(1 bedroom)	• .0027
Type "A-R" (Converted) Unit	(1 bedroom)	• -0027
Type "B-L" and "B-R" Units	(2 bedrooms)	• J00338
Type "C-L" and "C-R" Units	(3 bedrooms)	• .00418

- D. Portions of the "General Common Elements" art hereby set aside and allocated for the restricted and exclusive use of the "apartments" to which such portions appertain, as shown on Exhibits B and D, and said areas shall be known as "Limited Common Elements - Concrete Patio" and "limited Common Elements - Concrete Balcony".
- E. The above respective undivided interests established and to be conveyed with the respective "apartments" as indicated above, cannot be changed, and Grantor, its successors and assigns, and grantees, covenant and agree that the undivided interests in the "General Common Dements" and the fee titles to the respective "apartments" conveyed therewith, shall not be separated or separately conveyed, and each said - undivided interest shall be deemed to be corn-eyed or encumbered with its respective "apartment" even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the "apartment".
- F. Grantor, its successors and assigns, by this Master Deed, and all future owners of the "family units", by their acceptance of their deeds, covenant and agree as follows:
1. The "General Common Elements" shall remain undivided; and no co-owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the co-owners with respect to the operation and management of the condominium.

2. The "apartments" shall be occupied and used by the respective co-owners only as private dwellings for the co-owner, his family, teams and social guests and for no other purpose.
3. The co-owner of each "apartment" shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his respective "apartment", nor shall said owner be deemed to own bearing walls within said "apartment", nor to own pipes, wires, conduits or other public utility lines running through said "apartment" which are used by or serve more than one "apartment", except as tenants in common with the other "family unit" co-owners. Each co-owner, however, shall be deemed to own the non-bearing walls and partitions which are contained within the perimeter walls of his "apartment", and also shall be deemed to own the inner decorated and/or finished surfaces of all walls, floors and ceilings, including plaster, paint, and wall covering. No non-bearing wall or partition within any "apartment" may be moved or in any way altered without the prior approval of the Board of Directors of the Condominium Association.
4. The co-owners of the respective "apartments" agree that if any portion of the "General Common Elements" encroaches upon the "apartments", a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event any multifamily structure or structures is or are partially or totally destroyed, and then reconstructed, the co-owners of "apartments" agree that minor encroachments by parts of the "General Common Elements" upon any "apartment", which encroachments occur as a result of said reconstruction shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist.
5. Grantor hereby reserves unto itself and its assigns an easement upon and over such portion of the Property as is necessary to construct a surfaced walkway to a width of 8 feet, said walkway to be maintained by the Reston Home Owners Association.
6. The administration of the Property shall be the responsibility of the Southgate Condominium Association, consisting of all co-owners of "family units", which Association shall monthly assess, levy and collect against, upon and from each "family unit", its co-owner or co-owners, or the occupants of any "apartment"

sums necessary to operate, maintain, repair, replace, restore or improve the Property, which sums shall include amounts to be set aside in funded reserves for replacement and for working capital and which shall be known as the "common expenses". A co-owner of a "family unit" shall automatically, upon becoming the owner of a "family unit" or "family units", be a member of the Association, and shall remain a member until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease.

7. The co-owners of "family units" covenant and agree that the administration of the condominium shall be in accordance with the provisions of this Master Deed and the By-Laws of the Association, which By-Laws are attached hereto and made a part hereof, as Exhibit C.
8. Each co-owner, tenant or occupant of a "family unit" shall comply with the provisions of this Master Deed and the By-Laws and the decisions and resolutions of the Association, its Board of Directors, or its representative. Failure to comply with any such provisions, decisions and resolutions, shall be grounds for an action to recover sums due for damages, or for injunctive relief.
9. This Master Deed shall not be revoked or any of the provisions herein amended unless all of the co-owners and the mortgagees or first trust holders holding all of the mortgages or first deeds of trust covering the "family units" unanimously agree to such revocation or amendment by duly recorded instruments.
10. No co-owner of a "family unit" may exempt himself from 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".
11. In any case in which an emergency threatening immediate damage to any portion of the Property arises, the Association or its duly authorized agent shall have a right to enter any "family unit" in which such emergency exists or which is threatened by such emergency without first obtaining consent of the co-owner thereof. In all other cases the Association or its duly authorized representative shall have the right to enter any "family unit" in order to discharge the responsibilities of the Association under this Master Deed and the By-laws during reasonable hours and after first giving notice to the co-owner thereof.

- G. All units assessed by the Association but unpaid for the share of the common expenses chargeable to any "family unit" shall constitute a lien on such "family unit" prior to all other liens except only (1) tax liens on the "family unit"-in favor of any assessing unit or special district, (2) all sums unpaid on any first deed of trust or mortgage of record, and (3) liens in favor of the Reston Home Owners Association. Such lien may be enforced by any lawful means and may be foreclosed by suit by the Board of Directors of the Association, acting on behalf of the co-owners of the "family units", in like manner as a mortgagee of real property. The Board of Directors, acting on behalf of the co-owners of the "family units", shall have power, unless prohibited herein, to bid in the unit at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.
- H. Where the mortgagee or party secured by a first deed of trust or a first mortgage of record or other purchaser of a "family unit" obtains title to the unit as a result of foreclosure of the said first deed of trust or mortgage, or as a result of the giving of a deed *in lieu* of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or assessments chargeable by the Association to such "family unit" which became due prior to its acquisition of title to such "family unit". Such unpaid share of common expenses or assessments shall be deemed to be a common expense collectable from all of the "family units" including such acquirer, his successors and assigns.
- L. The respective "family units" shall not be rented by the co-owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than thirty (30) days; or (b) any rental if the occupants of the "family unit" are provided customary hotel services, such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service. Other than the foregoing obligations, the owners of the respective "family units" shall have the absolute right to lease same provided that the said lease is expressly made subject to the covenants and restrictions contained in this Master Deed and further subject to the provisions of the By-Laws.
- J. In the event that the Property is totally or substantially damaged or destroyed, the repair, reconstruction, or disposition thereof shall be provided for as follows:

1. Partial destruction, which shall be deemed to mean destruction which does not render two-thirds or more of the "apartments" unaccountable, shall be reconstructed or repaired, unless at a meeting of the Association which shall be called prior to commencement of such reconstruction or repair, this Master Deed is revoked in accordance with Paragraph F.8. hereof.
 2. Total destruction, which shall be deemed to mean destruction which does render two-thirds or more of the "apartments" untenable, shall not be reconstructed or repaired, unless at a meeting of the Association which shall be called within ninety (90) days after the occurrence of the casualty, or, if by such date the insurance loss has not been finally adjusted, then within 30 days after such final adjustment, co-owners of "apartments" who, in the aggregate, own 80% or more of the interests for voting purposes as set forth in Paragraph C hereof, vote in favor of such reconstruction or repair.
 3. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications pursuant to which the improvements on the Property were originally constructed.
 4. Where any damage is caused only to those parts of an "apartment" for which the responsibility of maintenance and repair is that of the co-owner of the "apartment", then that co-owner must undertake all necessary reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.
- K. In a voluntary conveyance of a "family unit" the grantee of the unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the grantor 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 Board of Directors of the Association or its agent, as the case may be, setting forth the amount of the unpaid assessments against the grantor due the Association, and the Association or any co-owner shall not claim or seek to recover any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth.
- L. The Board of Directors of the Association, or its duly appointed management agent, shall obtain and continue in effect insurance upon the Property which shall be governed by the following provisions:

1. All insurance policies upon the Property (except as hereinafter allowed) shall be purchased by the Association for the benefit of the co-owners and their respective notices or first trust holders as their interests may appear and shall provide for the issuance of certificates of insurance mortgage endorsements to the holders of first trust or first mortgages on the "family units" or any of them and, if insurance companies will agree, shall provide that the insurer waives its rights of subrogation as to any claims against co-owners, the Association and their respective servants, agents, and guests.
2. Each co-owner may obtain insurance, at his own expense, affording coverage upon his personal property and for his personal liability and as may be required by tow.
3. Coverage.
 - (a) Casualty. The multifamily structures and all other insurable improvements upon the land and all personal property as may be owned by the co-owners in undivided common interest shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations). Such coverage shall afford protection against:
 - i) loss or damage by fire and other hazards covered by the standard extended coverage endorsement;
 - (ii) such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the multifamily structures, including when available, but not limited to, vandalism, malicious mischief, windstorm and water damage;
 - (b) Public Liability and property damage in such amounts and in such forms as shall be required by the Association, including when available, but not limiting the same to water damage, legal liability, hired automobile, non-owned automobile and off-premises employee coverage's;
 - (c) Workmen Compensation when and as necessary;
 - (d) All liability insurance shall contain cross-liability endorsements to cover liabilities of the co-owners as a group to an individual co-owner.
4. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as common expenses.

5. All insurance policies purchased by the Association shall be for the benefit of the Association and the co-owners and their first trust holders or mortgagees as their respective interests may appear.

6. Distribution of Proceeds. Proceeds of insurance policies shall be distributed *in* the following manner:

(a) Reconstruction or Repair. If the damage for which the proceeds were paid to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof. Any proceeds remaining after defraying such costs shall be distributed to the parties entitled thereto, all remittances to co-owners and their first trust holders or mortgagees being payable jointly to them.

This is a covenant for the benefit of any first trust holder or mortgagee of a "family unit" and may be enforced by him.

(b) Failure to Reconstruct or Repair. If it is determined that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the parties entitled thereto, remittances to co-owners and their first trust holders or mortgagees being payable jointly to them. This is a covenant for the benefit of any first trust holder(s) or mortgagee of a "family unit" and may be enforced by him.

SEAL

BLOCK FORTY SIX. INC.

ATTEST:

s/ Robert M. Perce, Jr.
Assistant Secretary

By: James W. Todd
Vice President

STATE OF VIRGINIA
COUNTY OF FAIRFAX, to-wit:

I, Jean Balderson, a Notary Public in and for the state and county aforesaid, do hereby certify that James W. Todd and Robert M. Pece, Jr., whose names as Vice President and Assistant Secretary, respectively, of Block Forty Six, Inc. are signed to the foregoing Master Deed bearing date on the 4th day of September, 1973, personally appeared before me this day in my said county, and in the name and on behalf of the said Block Forty Six, Inc. acknowledged the said writing as the act and deed of the said corporation, and made oath that they are ^{Vice} President and Secretary of the said corporation and that the seal affixed to said Master Deed is the true seal and that it has been affixed thereto by due authority.

GIVEN under my hand and official seal this 4th day of September, 1973.

November 9, 1975

MY Commission Expires August 12, 1974.

s/ Jean Balderson
Notary Public

66:1-9

66a:1-3

3. The sub-subparagraph of Paragraph A, subparagraph 1 titled "Type 'B-R' Units (Two Bedrooms)" is amended by deleting from the seventh line thereof the number "1054-12B" and substituting the number "2054-12B" in its place and stead.

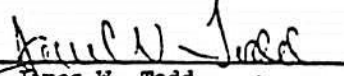
4. Paragraph C is amended by deleting from the last line thereof the number ".0418" and substituting the number ".00418" in its place and stead.

IN WITNESS WHEREOF, Block Forty Six, Inc. has executed these presents by James W. Todd, its Vice President, and has hereunto affixed its seal this 29th day of October, 1973.

SEAL OF THE STATE OF VIRGINIA
NOTARY PUBLIC
ATTEST:

Secretary

BLOCK FORTY SIX, INC.

By 
James W. Todd
Vice President

STATE OF VIRGINIA

COUNTY OF FAIRFAX, to-wit:

I, William H. Bamber, a Notary Public in and for the State and County aforesaid, do hereby certify that James W. Todd, whose name as Vice President of Block Forty Six, Inc. is signed to the foregoing Second Amendment To Master Deed, Southgats Condominium bearing date on the 29th day of October, 1973, personally appeared before me this day in my said County, and in the name and on behalf of said Block Forty Six, Inc. acknowledged the said writing as the act and