

DECLARATION

APPENDIX I  
TO  
PUBLIC OFFERING STATEMENT

0997B: 1/23/86  
Rev. 1/29/86  
Rev. 4/3/86

DECLARATION  
OF  
LAFAYETTE FOREST, A CONDOMINIUM

Pursuant to the provisions of Chapter 4.2, Title 55 of the Code of Virginia, as amended ("The Condominium Act"), The Milton Company, A Virginia Corporation ("The Declarant"), the fee simple owner of the land more particularly described in Exhibit "A" attached hereto located in Fairfax County, Virginia ("Submitted Land"), hereby submits the Submitted Land, together with all improvements, easements, rights and appurtenances thereunto belonging (the "Condominium Property") to the provisions of The Condominium Act and hereby creates with respect to The Condominium Property an expandable condominium.

Each Unit Owner shall own his Unit in fee simple absolute, in addition to an undivided fee simple interest as a tenant in common with the other unit owners.

I. DEFINITIONS: Except as otherwise defined in the Condominium Instruments for the Condominium all capitalized terms in the Condominium Instruments shall have the meanings specified in Section 55-79.41 of the Code of Virginia, 1950 Edition, as amended.

II. NAME OF THE CONDOMINIUM: The condominium established hereby shall be known as LAFAYETTE FOREST, A CONDOMINIUM ("The Condominium").

III. LOCATION OF BUILDINGS AND UNITS: The location and dimensions of the buildings on the Submitted Land are shown on the "Plat" attached as Exhibit "D" hereto. The location of the Units within the aforesaid buildings are shown on the "Plans" attached as Exhibit "E" hereto.

IV. 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 slab 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 wallboard of the dropped ceiling.

(2) Lower Boundary: The horizontal plane of the top surface of the undecorated concrete floor slab 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 wallboard of all walls bounding the unit extended to intersections with each other and with the upper and lower boundaries.

(c) The unit includes the room containing the hot water heater and/or 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 part of the unit it serves.

(d) 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 By-laws, attached as Exhibit "C" hereto, shall govern the division of maintenance and repair responsibilities between the Unit Owner and the Unit Owners Association of the Condominium.

(e) The Common Elements of the Condominium shall include all portions of the Condominium other than the Units.

V. THE UNDIVIDED INTEREST IN THE COMMON ELEMENTS: Pursuant to Section 55-79.55 of The Condominium Act, each Unit in the Condominium has been allocated a percentage of interest in the Common Elements of the Condominium based on the proportion which the par value of each unit bears to the par value of all units then comprising the Condominium. The par value of each of the unit types to be included in the Condominium shall be as follows:

<u>Unit Type</u>	<u>Par Value</u>
One (1) Bedroom	919
Two (2) Bedroom	1104

A schedule listing each unit, its par value and its Common Element Interest and labeled "Common Element Interest Schedule" is attached hereto and made a part hereof as Exhibit "B".

VI. LIMITED COMMON ELEMENTS: Limited Common Elements, if any, shall be those specified in Section 55-79.50(e) of the

Owner or mortgagee in order to "expand" the Condominium to include the Additional Land and Units and facilities thereon. Certain other amendments to the Declaration require the consent of at least two-thirds of the Unit Owners, and some amendments also require approval of mortgagees of Units.

(2) The Bylaws.

The Bylaws of the Condominium (Appendix II to this Public Offering Statement) provide for the administration of the Condominium, set forth the various rights and maintenance responsibilities between the individual Unit Owners and the Unit Owners Association, provide for the financial operation and management of the Condominium, and provide for administration and enforcement of certain use restrictions designed to promote the health, welfare and safety of all of the Unit Owners and to preserve and protect the value of the Units and Common Elements.

(3) Amendments to Condominium Instruments.

Attached as Appendix III to this Public Offering Statement is a proposed form of Amendment to the Condominium Instruments which will add the Additional Land and the Units thereon to the Condominium. This document, if and when recorded among the land records of Fairfax County, Virginia, will expand the Condominium. Declarant reserves the right to add any number of Units and any portion of the Additional Land at any time. These Amendments to the Condominium Instruments also reallocate the Common Element Interests among all Units then in the Condominium.

The Unit Owners may amend the Declaration and Bylaws by agreement of Unit Owners of Units to which two thirds of the votes in the Unit Owners Association appertain. Some amendments also require the consent of mortgagees of Units.

(4) The Plats and Plans.

The basic function of the Plats and Plans attached as Exhibits "D" and "E" to the Declaration is to depict graphically the Condominium and Units. All Plats and Plans included as exhibits to the Declaration have been photoreduced for ease of presentation and are included in this Public Offering Statement for distribution to purchasers. Full size copies of these exhibits are available for inspection by prospective Purchasers, during normal business hours, at the Declarant's sales office.

The Declarant, pursuant to the provisions of Section 55-79.96 of the Condominium Act, shall promptly forward to each contract Purchaser of a Unit an exact copy of the recorded Declaration, Bylaws, and any Amendments thereto after said instruments are recorded in the Clerk's Office of the Circuit Court of Fairfax County, Virginia.

C. DESCRIPTION OF THE CONDOMINIUM.

The Condominium is an "Expandable Condominium" which is defined in the Section 55-79.41(n) of The Condominium Act as "a condominium to which additional land may be added in accordance with the provisions of the Declaration and of this chapter". The Condominium, if fully expanded, will be situated on parcels of land containing approximately 15.8 acres of land and may contain up to a total of 182 residential Condominium Units.

The first fourteen (14) Units to be included in the Condominium are located on a parcel of land approximately 24,491 square feet in size shown as Phase I (the "Submitted Land") on the Plat attached hereto as Exhibit "D" to the Declaration (Appendix I to this Public Offering Statement). The Additional Land and the Units located thereon will be added to the Condominium by the recordation of an Amendment to the Declaration, a proposed form of which is attached hereto as Appendix III to this Public Offering Statement. The Declarant may add all or any portion of the Additional Land without the consent of any Unit Owner. At the present time, the Declarant intends to add areas designated on the Additional Land as Phases II through XIII together with the one hundred sixty eight (168) Condominium Units and Common Elements to be constructed thereon within eighteen (18) months from the time the initial Units are completed and sold.

The Additional Land, together with the Units and Common Elements thereon, will be added to the Condominium by the Declarant by the recording of an Amendment to the Condominium Instruments, which Amendment describes the land and Units added and reallocates the Common Element Interests to all Units then making up the Condominium. A proposed Amendment to the Condominium Instruments which will add in various increments the Units to be contained on the Additional Land is attached as Appendix III to this Public Offering Statement.

Purchasers should be aware that with respect to the Additional Land, or any portion thereof, the construction and development of the Condominium may be abandoned or altered, at Declarant's option, short of completion and the land and buildings originally intended for condominium development may be put to other uses or sold.

The maximum number of Units that this Condominium (even if fully expanded) will contain is one hundred eighty two (182) while the maximum number of Units per acre which could ever be contained in the Condominium, even if not fully expanded, is twenty (20).

The Units in the Condominium are restricted to residential use except that the Declarant may use Units owned or leased by the Declarant as models, management offices, sales offices or

customer service offices; other reasonable, temporary non-residential uses may be permitted by the Board of Directors. The restrictions on the uses of Units are set forth in Article XI or the Bylaws. No units are planned to be rentals except as described above. All utilities will be individually metered with the exception of water and sewer which will be master metered.

Upon completion, the Condominium will be served by at least 277 surface parking spaces, resulting in a parking ratio of at least 1.5 spaces per Unit, which will be available on a first-come, first-served basis. See Narrative Section E of this Public Offering Statement for additional information regarding the parking facilities.

#### D. INDIVIDUAL UNITS.

##### (1) Type, Number and Location.

The Condominium, if fully expanded, will consist of one hundred eighty two (182) garden style units. The various locations, sizes, and approximate dimensions of each of the Unit types to be offered for sale are shown on the Plat and Plans attached as Exhibits "D" and "E" to the Declaration (Appendix I to this Public Offering Statement). Floor Plans showing approximate dimensions and layout, of each Unit type to be offered are attached as Appendix VII to this Public Offering Statement.

The identifying number and size of each Unit in the Condominium are set forth on the Plans attached as Exhibit "E" to the Declaration. Each Unit shall have an proportionate Common Element interest as established in the Declaration. All Units on the property will be newly constructed. The Declarant expects the Units in the first phase to be completed by June, 1986.

##### (2) Unit Boundaries.

Generally speaking, each Unit will consist of the space bounded by the walls, floor and ceiling of the Unit. The Unit will also include (i) all nonstructural interior partition walls located within the boundaries of the Unit excepting such part as may comprise part of the Common Elements; (ii) the decorated surfaces of all boundary walls, ceilings and floors, including paint, sheetrock, plaster, carpeting (if furnished), flooring and floor and other finishing materials; (iii) all fixtures, appliances, mechanical and electrical systems and equipment, heating and air conditioning apparatus, cabinets, and water and sewage pipes serving only that unit; (iv) the windows, entry doors, and any sliding glass door, and (v) those portions of any chutes, ducts, chimney flues, conduits, wires, bearing walls, bearing columns, or any other apparatus lying partially within and partially outside of the designated boundaries of a Unit, but

serving only that Unit (any portions thereof serving more than one Unit or any portion of the Common Elements is deemed a part of the Common Elements).

The Limited Common Elements are those parts of the Common Elements which are reserved for the exclusive use of a specific Unit or Units. The Limited Common Elements in the Condominium are as designated on the Unit Plans.

(3) Restrictions on Alterations.

Individual Unit Owners will not be permitted to make any structural changes to Units, or make any change of Unit Exteriors without prior written consent of the appropriate representatives of the Unit Owners Association.

(4) Common Element Interest. As indicated above, each unit has an appurtenant Common Element Interest. In this Condominium the Common Element interest of each unit is determined by taking the par value of the unit and dividing it by the aggregate par value of all units then in the Condominium. The Common Element Interest appertaining to each of the first fourteen (14) Units in the Condominium is shown in Exhibit "B" to the Declaration (Appendix I to the Public Offering Statement). Units in the Condominium will have the following par values:

Unit Type	Par Value
1 Bedroom	919
2 Bedrooms	1104

If the Condominium is expanded by creation of additional Units, the Common Element Interest of all Units will be recalculated on the basis of par value. This recalculation will reduce the Common Element Interest appertaining to each Unit, but because the total amount of Common Elements will have increased, the actual ownership interests will be essentially unchanged.

(5) Development Schedule. Construction of Phase I will begin in January, 1986 and is scheduled for completion in June, 1986. Additional phases are scheduled to begin every month or two months thereafter, with total completion scheduled for December 31, 1987.

(6) Sound Conditioning. The Condominium will be constructed generally to comply with the sound standards established by the United States Department of Housing and Urban Development (and employed by the Federal National Mortgage Association). These standards require a minimum 45 STC (Sound Transmission Class) for party walls, corridor walls and floors and a minimum 45 IIC (Impact Insulation Class) for floor systems. These standards also require 50 STC between unit space and noisy public space such as trash rooms or machine rooms. However, the

Declarant cautions all purchasers that in some locations some noise leaks may occur. Noise generated by the operation of appliances and plumbing fixtures (e.g., faucets, toilets, disposers and drains) in adjacent Units may be audible. Noise will be audible from the stairwells through Unit entrance doors. Therefore, noise sensitive individuals should be aware that while the buildings will be generally well sound-insulated, certain intermittent noises from adjacent living units and service areas are likely to be audible. Further, to reduce sound transmission, the Bylaws require unit owners to maintain floor coverings (carpet and padding) over any hardwood flooring which they may install in their units.

E. COMMON ELEMENTS.

(1) Common Elements Generally.

The Common Elements of the Condominium comprise all of the Condominium except the Units. The following types of items are the major Common Elements of the Condominium: All of the land, the supporting structures of the building, exterior walls, and such portions of any utility system which serves more than one Unit. The storage areas in the basement of each building will be a common element with individual cubicles reserved to each Unit Owner by the Declarant. The Common Elements for the first phase are expected to be completed by the time of the first conveyance of the first unit in that phase.

(2) Common Element Interest.

Each Unit Owner will also own an undivided interest in all of the Common Elements of the Condominium (i.e., its Common Element Interest). The specific percentage or fractional interest of each of the Units has been established based upon the ratio which the par value of the Unit bears to the par value of all Units then comprising the condominium as set forth in the Declaration.

(3) Limited Common Elements.

Some of the Common Elements of the Condominium are called "Limited Common Elements." Like all of the other Common Elements, the Limited Common Elements in the Condominium are owned by all of the Unit Owners in proportion to their Common Element Interest as specified in the Declaration. What makes the Common Element "Limited" is that it is reserved for the exclusive use of one or more (but less than all) of the Unit Owners to the exclusion of other Unit Owners.

The Limited Common Elements in the Condominium are certain balconies and patios, as may be designated as such in the Condominium Plats and Plans attached as part of Appendix I to this Public Offering Statement.



(4) Assessments for Maintenance and Repair.

The cost and obligation of maintenance, repair and renovation of Common Elements and Limited Common Elements (except as designated in the Maintenance Responsibilities Chart attached as Exhibit A to Bylaws) of the Condominium shall be paid from assessments on the Unit Owners by the Unit Owners Association.

(5) Parking. The Project is served by surface parking spaces which are a part of the Common Elements of the Condominium. The Project as a whole will contain two hundred seventy seven (277) on-site parking spaces resulting in a parking ratio of 1.5 spaces per unit which is in compliance with current Fairfax County Code requirements. Parking shall be on a "first-come first-served basis".

F. THE DECLARANT.

The Milton Company was founded in 1975. The Milton Company has been involved in multi-family construction and development, subdivision construction and development and commercial development.

Milton Schneiderman is the principle stockholder and member of the Board of Directors who is generally responsible for the business of the Declarant. He has been President of the Declarant since 1975 and has over twenty years experience in the development business.

George Poulson has been associated with the Declarant since 1975 and has been involved with real estate development and construction for over twenty years. Mr. Poulson is generally responsible for the supervision of the condominium project.

Stuart A. Terl is the Project Manager of the Condominium and is immediately responsible for the development of the Condominium. Mr. Terl has been associated with the Declarant since 1977 and has been involved in real estate development and construction for over ten years.

Presently, The Milton Company is developing and constructing approximately 1100 additional townhouse and/or "plex" units. The Company also has in the planning stages of development or under contract for acquisition approximately 1600 townhouse units, 1000 apartment units and in excess of 2,000,000 square feet of office space including Springhill Park in Tysons Corner, Virginia.

Since its inception, the Company has acquired or developed in excess of 4,000,000 square feet of residential and commercial real estate in the Washington, D. C. metropolitan area, including in excess of 1200 for sale townhouses, approximately 1200 apartment units and approximately 350,000 square feet of office space.

The Company has successfully developed and constructed projects under the Housing and Urban Development Section 221(d)4 program and has financed these projects using both federal and state assistance.

The principals of the Company represent over fifty (50) years of combined experience in the building field. They have been, in whole or in part, responsible for the development of over 10 million square feet of building space located in the metropolitan Washington, D. C. area.

They have created an organizational structure which fosters and promotes quality control and cost accountability. This is carried out by a decentralized approach in which a supervisory Vice President is involved with a project from conception to completion. The Company currently employs in excess of 200 people. The entire support staff becomes totally involved in every project and this ensures strict attention to detail and a company-wide determination for a successful job. The firm takes great pride in its ability to understand and project costs realistically.

Familiarity with the local real estate market has provided the ability to recognize, acquire, and develop choice parcels of land and to seek and successfully acquire zoning changes when necessary.

#### G. TERMS OF THE OFFERING

##### (1) Offering Prices.

Offering prices for all Unit types in the Condominium have not been established at this time. When initial offering prices are established, they will be subject to change at any time prior to execution of Purchase Agreements for individual Units. Different Purchasers may pay different prices for similar Units at the sole discretion of the Declarant. Nothing in this Public Offering Statement represents an offer or agreement by Declarant to sell any Condominium Unit to any person at any price.

##### (2) Time of Settlement.

Declarant shall give notice to Purchaser specifying a date, which date shall not be more than seven (7) days following the giving of such notice on which settlement shall take place. Settlement may, at Declarant's option, be conducted individually or in groups, and shall take place on the date and at the time and place specified in the notice. Declarant shall deliver to Purchaser a good and sufficient Special Warranty Deed at settlement conveying the Condominium Unit to Purchaser. Purchaser

shall pay the Balance Due at settlement (in addition to causing the Mortgagee, if any, to pay the mortgage proceeds) to the order of Declarant or as Declarant may direct. Declarant thereupon will deliver possession of the Condominium Unit to Purchaser. The Purchaser is entitled to have counsel of his own selection attend settlement at his own expense.

(3) Financing.

(a) Within five (5) days following the request for the Declarant to the Purchaser to make application for a mortgage loan, the Purchaser shall make diligent, complete and truthful application to a lending institution designated by the Declarant, and shall, without delay, furnish to such lending institution such information and other materials as may be required by the lending institution in connection with the Purchaser's application for a mortgage loan. The mortgage loan shall bear an interest rate and be repayable in monthly installments over the term specified in the Purchase Agreement. Any loan origination fee and/or discount fee shall be paid by the Purchaser and/or Declarant as specified in the Purchase Agreement. In the event that, for any reason other than the failure of the Purchaser to make diligent, complete and truthful application for the mortgage loan as required by the provisions of paragraph 4(a) of the Purchase Agreement, the Purchaser is unable to obtain a written commitment for the mortgage loan at least sixty (60) days following the request of the Declarant or the Agent to the Purchaser to make application for the same, then either party, by delivery of notice in writing to the other, shall have the option to terminate the Purchase Agreement, whereupon the deposit shall be returned to the Purchaser and all rights and liabilities of the parties shall terminate or, by prompt written notice to the Declarant, the Purchaser may elect to perform the Purchase Agreement without the benefit of such mortgage loan.

(b) Simultaneously with (but not in lieu of) the application to a lending institution designated by the Declarant which the Purchaser is required to make pursuant to paragraph 4(a) of the Purchase Agreement, the Purchaser may also make application to a lending institution selected by the Purchaser (the identity of which shall be revealed to the Declarant by notice in writing from the Purchaser at the time such application is made) for a mortgage loan in the principal amount recited in Paragraph 1(b) of the Purchase Agreement. The Declarant shall assume no obligation for the payment of loan fees or loan discounts or other charges to any lending institution selected by the Purchaser except that the Declarant will not pay more than 1% of the principal amount of the mortgage loan aforesaid as a loan origination and/or as discount fee.

## INTRODUCTION

THE MILTON COMPANY, A VIRGINIA CORPORATION, hereby presents this, its proposal for the creation of condominium dwelling units on certain real estate which it owns in Fairfax County, Virginia, pursuant to Title 55, Section 55-79.39 et seq. of the Code of Virginia, 1950 Edition, as amended, ("The Condominium Act"). The condominium to be created shall be called LAFAYETTE FOREST, A CONDOMINIUM, (the "Condominium").

This Public Offering Statement contains certain narrative sections which attempt to explain certain important information in terms which the layman can understand. This Public Offering Statement also includes various legal documents which are of a more technical nature and which are attached as appendices hereto. Although Declarant has made every effort to present the material contained in this Public Offering Statement in as understandable a fashion as possible, prospective Purchasers reviewing this material are invited and encouraged to have this material reviewed by their own legal counsel.

Prospective Purchasers should also be aware that while the material contained in this Public Offering Statement is not intended to be all inclusive, any information or data regarding the Condominium not presented in this Public Offering Statement must not be relied upon. No person has been authorized by the Declarant to make any representation not expressly contained herein.

### A. THE CONDOMINIUM CONCEPT.

The term "condominium" refers to a form of property ownership. Condominium ownership is a property right which, in effect, combines two older forms of ownership. The Condominium Unit Owner is (1) the sole owner of the portion of a building which comprises his living quarters and is (2) one of many mutual owners (legally speaking, "tenants in common") of common facilities which service his and other living quarters, and of common areas which the Unit Owner may use and enjoy along with owners of other Units. Common Elements are all portions of the condominium which are not included within the Units. The Common Elements constitute the land and those portions of the structures which support, enclose or service the Units. Each individual Unit Owner has a proportionate percentage share, an "undivided interest", in the Common Elements which means that all Unit Owners have a share in the ownership of all Common Elements. In this Condominium, the undivided interest of each Unit is a percentage and is called its "Common Element Interest". The ownership of a Common Element Interest gives the Unit Owner the right to participate in the control of all the Common Elements (subject to

Declarant's reserved rights of control as set forth in the Condominium Instruments), and imposes upon the Unit Owner the obligation to pay a defined share of the expenses of operating and maintaining all of the Common Elements. It is the ownership of an undivided interest in the Common Elements which distinguishes condominium ownership from other forms of property ownership.

Certain Common Elements may be designated Limited Common Elements. A Limited Common Element is a portion of the Common Elements set aside for use by less than all of the Unit Owners. The Unit Owner of a Unit to which a Limited Common Element is assigned has a special right to use the Limited Common Element as set forth in the Condominium Instruments. Responsibility for and maintenance of the Limited Common Elements is set forth in the By-Laws Maintenance Responsibility Chart, attached as a part of Appendix II to this Public Offering Statement.

Certain Common Elements may be designated as Reserved Common Elements. A Reserved Common Element is a portion of the Common Elements set aside for use by less than all of the Unit Owners not by the Condominium Instruments, but rather by the Board of Directors of the Unit Owners Association. The Board of Directors may, therefore, terminate a Unit Owner's right to restricted use of a Reserved Common Element.

This Condominium may be "expanded" in accordance with the Condominium Act and the Declaration (see "DESCRIPTION OF THE CONDOMINIUM", Narrative Section C of this Public Offering Statement) to include all or any part of the parcel of real property identified as "Additional Land" on the Plat attached as Exhibit "D" to the Declaration (Appendix I to this Public Offering Statement). Upon such expansion, the Common Elements will be increased as will the number of Condominium Units sharing in the Common Expenses.

## B. CREATION OF THE CONDOMINIUM.

### (1) The Declaration.

The Condominium will be created when the Declaration and the exhibits attached thereto (Appendix I to this Public Offering Statement) are recorded among the land records of Fairfax County, Virginia. The Declaration establishes the boundaries of the Units and assigns to each Unit an undivided share (i.e. Common Element Interest) in the Common Elements of the Condominium. In addition, the Declaration creates certain easements running in favor of the Unit Owners Association and further reserves certain easements and rights to the Declarant.

The Declaration also contains a provision permitting the Declarant to amend it without the consent or approval of any Unit

Code of Virginia, 1950, as amended, and those which may be marked and identified on the Plans attached as Exhibit "E".

VII. ASSIGNMENT OF LIMITED COMMON ELEMENTS: Declarant reserves the right to assign any Common Elements shown on the Plats and Plans and labeled "Common Elements which may be assigned as Limited Common Elements", for the exclusive use of certain Unit Owners to whose Units the Common Element so assigned would become appurtenant. The Declarant may assign any such Common Element as a Limited Common Element pursuant to the provisions of Section 55-79.57(c) of the Code of Virginia, 1950, as amended, by making such an assignment in the Deed to the Unit to which such designated Limited Common Element shall become appurtenant and subsequently confirming such assignment by recording an appropriate amendment to this Declaration or to the Plans.

VIII. DESIGNATION OF RESERVED COMMON ELEMENTS: The Board of Directors of the Unit Owners Association shall have the power in its discretion to: (i) designate from time to time any portion of the Common Elements (not designated by Declarant pursuant to Article VII herein) as "Reserved Common Elements"; (ii) grant reserved rights therein to the Unit Owners Association and to any or less than all of the Unit Owners; and (iii) 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.

IX. OPTION TO EXPAND CONDOMINIUM: Declarant hereby expressly reserves unto itself and/or its successors and assigns, the option and right to expand this Condominium pursuant to Section 55-79.63 of the Condominium Act and subject to the provisions of this Article.

(a) The option to expand shall be at the sole option of Declarant and shall not require the consent of any Unit Owner or Mortgagee.

(b) This option to expand the Condominium project shall expire seven (7) years after the date of recording of this Declaration if not sooner exercised; however, Declarant may, at any time prior to the expiration of such period, terminate its option to expand by recording among the land records wherein this Declaration is recorded, an executed and notarized document terminating this option.

(c) The metes and bounds description of that property which may be added to this Condominium is set forth in Exhibit "A-1" and hereinafter referred to as "Additional Land".

(d) Declarant expressly 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 total area of all that parcel described in Exhibit "A-1" attached hereto. Both the Submitted Land and Additional Land are graphically depicted on Exhibit "D" entitled "Plat", which Plat is attached hereto and made a part hereof.

(e) At such time as the Condominium is expanded, the maximum number of Units on the Additional Land will not exceed one hundred sixty eight (168) Units. The maximum number of Units on any portion of the Additional Land added to the Condominium shall not exceed twenty (20) Units per acre. Moreover, the maximum number of Units in the Condominium, as a whole, shall never exceed one hundred eighty two (182) Units or twenty (20) Units per acre.

(f) Declarant expressly reserves the right to create Common Elements upon the Additional Land which may be subsequently assigned as Limited Common Elements. Declarant makes no assurances as to the type, size or maximum number of such Common Elements or Limited Common Elements.

(g) The Declarant makes no assurances as to the location of buildings in which Units are located on the Additional Land.

(h) All Units to be created on any portion of the Additional Land shall, except for model Units or administrative offices of Declarant, be restricted exclusively to residential use.

(i) Upon the Additional Land, Declarant may (but shall not be obligated to) construct facilities for the purpose of serving this Condominium as may be expanded by the Additional Land or portions of the Additional Land which Declarant may retain for rental. Declarant reserves the right to construct such service facilities on such portion or portions of the Additional Land as it deems necessary, but Declarant makes no assurances that such improvements will be compatible in quality, materials and style with the improvements on the Submitted Land.

(j) The Units to be created in the improvements on the Additional Land will be reasonably compatible in quality with the improvements on the submitted 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.

(k) The allocation of Common Element Interests for Units created on the Additional Land shall be based on the relative par value of each Unit as set forth in Article V of this Declaration. Therefore, in the event that the Condominium is

expanded to include any portion of the Additional Land, the Common Element Interests of all Units in the Condominium shall be based on proportion which the par value of each Unit in the Condominium bears to the par value of all Units then comprising the Condominium.

(l) In the event Declarant shall not add or adds and then subsequently withdraws, all or any portion of the Additional Land in accordance with Sections 55-79.54(b) and 55-79.54(d) of the Code of Virginia, as amended, Declarant shall nevertheless have the unrestricted right to demolish, construct, alter and operate, without restriction, and for any legal purpose, any improvements located on said Additional Land or any portion thereof.

(m) In the event Declarant determines to exercise its option to expand, in addition to such other easements or rights it may have reserved, Declarant shall have the easements as set forth in Section 55-79.65 of the Code of Virginia, as amended.

(n) Declarant expressly reserves the right to create Convertible Lands or Withdrawable Lands, or both, within any portion of the Additional Land added to the Condominium, in accordance with Sections 55-79.54(b) and Section 55-79.54(d) of the Code of Virginia, as amended. No conversion of convertible land shall occur, however, after five years from the recordation of this Declaration, in accordance with Section 55-79.61(c) of the Code of Virginia, as amended.

X. PARKING: Except to such parking spaces as may be assigned or reserved pursuant to Articles VII or VIII hereof and subject to such parking or other easements which may exist in favor of Declarant, or others, all parking spaces located on the Condominium Property and such legal rights as may exist for use of the parking spaces on public streets abutting the Condominium Property, shall be deemed Common Elements and shall be available for use of all Unit Owners on a first come-first served basis.

#### XI. EASEMENTS AND OTHER ENCUMBRANCES, ETC.:

##### Section 1. Easements, Rights-of-Way of Record:

The Submitted Land and the Additional Land are subject to certain easements, rights-of-way and covenants of record. The location of said easements and rights-of-way as well as the Deed Book and page references wherein said easements and rights-of-way were imposed are shown on the Plat attached as Exhibit "D" hereto.



Section 2. Easement for Ingress and Egress through  
Common Elements, Access to Units and  
Support:

(a) Each Unit Owner is hereby granted an easement in common with each other Unit Owner for ingress and egress through all Common Elements, subject to such reasonable rules, regulations and restrictions as may be imposed by the Unit Owners Association. Each Condominium Unit is hereby burdened with and subjected to an easement for ingress and egress through all Common Elements by persons lawfully using or entitled to the same.

(b) 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 Article XI, Section 3, 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.

(c) Each Unit and Common Element shall have an easement for lateral and adjacent support from every other Unit and Common Element.

Section 3. Declarant's Right to Grant Easements:

The Declarant shall have the right, prior to the termination of maximum time permitted for the Declarant control period for an expandable condominium under Section 55-79.74(a) of The Condominium Act, to grant and reserve easements and rights-of-way through, under, over and across the Condominium Property for access to recreation areas and construction purposes, and for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone and other utilities.

Section 4. 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 (not to exceed fifteen (15) in number), as models, management offices, sales offices or customer service offices. The Declarant reserves the right to relocate the same from time to time within the Condominium; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Condominium such advertising signs as may comply with applicable governmental

regulations, which may be placed in any location on the Condominium Property and may be relocated or removed, all at the sole discretion of the Declarant. The Declarant shall have the right to erect temporary offices on any portion of the Submitted and Additional Land for models, sales offices, management offices, customer services and similar purposes. The reservation of this easement to facilitate sales is expressly applicable to the Submitted Land and 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 5. Easement for Operation or Development of Improvements on Additional Land.

There is reserved to the Declarant and/or its successors, such easements over, across and under the Submitted Land and Additional Land for the purposes of ingress, egress to and construction, installation and maintenance of such drainage areas or structures, utility lines or systems (including, but not limited to, water, storm and sanitary sewer, gas, cable television, electricity and telephone) as may be reasonably necessary for the development of the Condominium or for the normal operation of improvements located on any portion of the Additional Land which may not be added or added and subsequently withdrawn from the Condominium.

Section 6. Easements for Encroachments.

Declarant and each Unit Owner, to the extent required, shall have an easement pursuant to Section 55-79.60 of The Condominium Act.

Section 7. Easement to Facilitate Expansion:

Declarant shall have as to both the Submitted Land and the Additional Land all easements set forth in Section 55-79.65 of The Condominium Act.

Section 8. Easement for Removal of Common Elements, Etc.:

There is reserved to the Declarant and/or its contractors, agents and employees the right of entry onto the Common Elements of the Condominium for the purposes of performing such improvements, repairs, alterations, restoration or removal of the Units and Common Elements of the Condominium as Declarant may reasonably deem necessary. This reservation shall be construed so as to permit Declarant and/or its agents to remove and/or replace any and all Common Elements requiring repair, modification or alteration.

Section 9. Easement for Construction:

Declarant expressly reserves the right to enter upon the Common Elements for the purpose of performing such improvements as Declarant shall deem advisable in conjunction with its construction of the Units and/or Common Elements. Declarant shall further have the unrestricted right to temporarily store in or upon the Common Elements such building and construction equipment or supplies used in connection with its construction activities for the Units and Common Elements. The right herein reserved shall be deemed to include the right of Declarant to temporarily locate upon the Common Elements such temporary construction trailers or offices as may in Declarant's sole judgment be deemed necessary for its construction activity.

Section 10. Declaration of Covenants, Conditions and Restrictions of the North Fairfax Heritage Recreation Association A ("Recreation Association"):

All of the Submitted and Additional Land is hereby expressly subject to a certain Declaration of Covenants, Conditions and Restrictions of the North Fairfax Heritage Recreation Association A recorded on November 1, 1974 in Deed Book 4126, at page 328 and amended in Deed Book 4379, at page 114, Deed Book 4399, at page 376, Deed Book 4409 at page 159, Deed Book 4423, at page 655, Deed Book 4456 at page 133 as corrected in Deed Book 4472, at page 831 among the land records of Fairfax County, Virginia.

Section 11. Easement for Use of Recreational Facilities:

Each Unit Owner has an easement for access to and use of the Recreation Area owned by the Recreation Association as it is described in the Declaration of Covenants, Conditions and Restrictions and Amendments. This easement provides the basis of the allocated share of the actual costs of maintenance and operations assessed by the Recreation Association.

XII. CONVERTIBLE SPACES: Declarant may designate as Convertible Spaces, as defined in Section 55-79.41(j) of The Condominium Act, all or any portion of any building on the Additional Land when added to the Condominium. The conversion of such Convertible Spaces shall be made pursuant to Section 55-79.62 of The Condominium Act.

XIII. EXTERIOR MAINTENANCE: There is reserved to the Unit Owners Association of the Condominium the exclusive right to provide for all exterior painting and maintenance of all of the Units and structures in the Condominium and such maintenance of the exterior of the Units and structures in the Condominium shall be a Common Expense to be paid for as part of the expense of upkeep of the Unit Owners Association.

XIV. RELOCATION OF BOUNDARIES BETWEEN UNITS: Subject to the provisions of Article VI, Section 7, and Article IX, Section 8 of the By-laws, Unit Owners may cause the relocation of Condominium boundaries between adjoining Units pursuant to the provisions of Section 55-79.69 of The Condominium Act.

XV. SUBDIVISION OF UNITS: Subject to the provisions of Article VI, Section 7, and Article IX, Section 8, of the By-laws, Unit Owners may cause the subdivision of any Unit pursuant to the provisions of Section 55-79.70 of The Condominium Act.

XVI. RIGHT TO LEASE OR SELL UNITS: Declarant shall own in fee simple each Condominium Unit not sold to a purchaser or otherwise transferred. Declarant retains the right to enter into leases with any third parties for the occupancy of any of the Units owned by Declarant on such terms and conditions as may be acceptable to Declarant. Upon expiration of Declarant's control period, Declarant's right to lease any Unit is subject to the provisions of the Condominium Instruments.

XVII. PRIORITY OF MORTGAGES: 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 right of Mortgagees.

XVIII. NO OBLIGATIONS: Nothing contained in the Condominium Instruments shall be deemed to impose upon Declarant, or its successors or assigns, any obligation of any nature to build or provide any buildings except to the extent required by The Condominium Act.

XIX. BYLAWS OF THE CONDOMINIUM: Pursuant to Section 55-79.73(a) of The Condominium Act, the Bylaws attached as Exhibit "C" to this Declaration, are recorded simultaneously herewith to provide for the self-government of the Condominium by an association of all of the Unit Owners ("The Unit Owners Association").

XX. SPECIAL DECLARANT RIGHTS, ETC.: Special Declarant rights shall be those specified in Section 55-79.41(x1) of The Condominium Act. Any transfer of any Special Declarant right shall be in accordance with Section 55-79.74:3 of The Condominium Act.

XXI. AMENDMENT TO DECLARATION: No amendment to the Declaration may be made without the prior written approval of the institutional lenders holding first mortgages or first deeds of trust encumbering Condominium Units ("Mortgagees") where such approval is provided for in any section of Article IX of the By-laws of the Unit Owners Association, or where such approval is required elsewhere in the Condominium Instruments or by The Condominium Act.

IN WITNESS WHEREOF, the said Milton Company, a Virginia Corporation, has caused this Declaration to be executed in its corporate name this \_\_\_\_ day of \_\_\_\_\_, 198\_\_.

The Milton Company

By: \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF VIRGINIA  
COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_, by \_\_\_\_\_  
of The  
Milton Company, on behalf of said Corporation

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_