

Condominium Declaration
Potowmack Crossing II Condominium

2125-

DECLARATION
OF
POTOWMACK CROSSING II CONDOMINIUM

Pursuant to the provisions of Chapter 4.2, Title 55 of the Code of Virginia, as amended ("The Condominium Act"), ~~Potowmack~~ Potowmack Crossing II of Virginia, Inc., a North Carolina corporation ("The Declarant"), the fee simple owner of the land more particularly described in Exhibit "A" attached hereto located in the ~~City~~ City of Alexandria, Virginia ("Submitted Land"), hereby submits the Submitted Land, together with all improvements, easements, rights and appurtenances thereto belonging (the "Condominium Property") to the provisions of The Condominium Act.

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 Potowmack Crossing II Condominium ("The Condominium").

III. LOCATION OF BUILDINGS AND UNITS: The location and dimensions of the buildings on the Submitted Land are shown on the "Plan" 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 or face of the ceiling drywall.

(2) Lower Boundary: The horizontal plane of the top surface of the undecorated floor.

(b) Vertical (perimetric) Boundaries: The vertical boundaries of the unit are the vertical planes which include the interior surface or face of the drywall of all walls

bounding the unit extended to intersections with each other and with the upper and lower boundaries.

(c) The unit includes 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 that unit.

(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 "B" 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:

(a) 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 ("Common Element Interest"). Attached as Exhibit "C" hereto is a schedule listing all units by their identifying numbers, par value and Common Element Interest.

The par value of all units has been established by unit types as follows:

<u>Unit Type</u>	<u>Par Value</u>
1 Bedroom	792
3 Bedroom	1120
1 Bedroom with den	864

Any conveyance, encumbrance, judicial sale or other transfer (voluntary or involuntary) of an undivided interest in the Common Elements will be void unless the Unit to which that interest is allocated is also transferred.

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

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

The Submitted Land is 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 By-laws. 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 subjacent 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 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 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, other utilities, and cable TV.

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 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 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. This easement shall continue until the Declarant has conveyed all Units in the Condominium to Unit Owners other than the Declarant.

Section 5. 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 6. 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 any items in

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. The Declarant does not have the right to remove land which is part of the Common Elements.

Section 7. Easement for Renovation:

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 renovation 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 renovation 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 8. Easement for Use of Recreational Facilities and Parking Spaces.

The Condominium is subject to a non-exclusive right and easement for access to and use of the swimming pool, tennis court and exercise facilities ("Recreational Facilities") located on adjacent property known as Potomack Crossing Condominium. The Facility and Easement Agreement recorded in Deed Book 1181 at page 1617 among the land records of the City of Alexandria also give Unit Owners the right to park on Potomack Crossing Condominium property. User fees are collected by the Unit Owners Association as part of the Common Expenses and transmitted to Potomack Crossing Condominium.

XI. 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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 restore or build any buildings except to the extent required by The Condominium Act.

XVII. BY-LAWS OF THE CONDOMINIUM: Pursuant to Section 55-79.73(a) of The Condominium Act, the By-laws attached as Exhibit "B" 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").

XIX. 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.

XX. RESIDENTIAL RESTRICTION: All Units created on the Submitted Land shall be restricted exclusively to residential use, with the exception of model units; sales, rental or administrative offices of the Declarant.

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 Sections 55-79.71 and 55-79.72:1 of the Virginia Condominium Act.

XXII. MERGER OF CONDOMINIUM: The Condominium may not be amended or merged with a successor condominium without prior written approval of the Veterans Administration.

IN WITNESS WHEREOF, the said Declarant, has caused this Declaration to be executed in its name by its Attorney in Fact.

POTOWMAK CROSSING II OF VIRGINIA,
INC., a North Carolina corporation

By: [Signature] Attorney

STATE OF
COUNTY OF

to-wit:

The foregoing Instrument was acknowledged before me
this 15th day of September, 1994, by Glenda K. Slaughter
of Potowmak Crossing II of Virginia, Inc., a North Carolina corporation.

[Signature]
NOTARY PUBLIC

My commission expires: 1/19/98



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