

DECLARATION OF THE COLONIES CONDOMINIUM AT MCLEAN

- TABLE OF CONTENTS –

	Page
1. Name	1
2. Description of Land	1
3. Submission of the Property.....	1
4. Definitions	1
5. Buildings.....	3
6. Units.....	4
7. Unit Boundaries	4
8. Common Elements and General Common Elements	5
9. General Common Elements Located Inside Units; Support	6
10. Limited Common Elements.....	6
11. Encroachments.....	6
12. Allocation of Interest in Common Elements	6
13. Share in General Common Elements	7
14. Co-Owners' Common Expenses	7
15. Units Subject to Declaration, Bylaws and Rules and Regulations.....	7
16. Leasing of Units.....	7
17. Acquisition or Lease of Units by Council of Co-Owners	7
18. Common Elements Not Severable.....	7
19. Rights of Ingress and Egress	8
20. Amendment of Declaration	8
21. Invalidity	8
22. Waiver.....	8
23. Gender and Grammar	8
24. Captions	8
25. Exhibit "A"-Description of Phase I of the Colonies.....	2 pages
26. Exhibit "B"-List of Units.....	25 pages
27. Exhibit "C"-Description of the Adjoining Property	1 page

DECLARATION
OF
THE COLONIES CONDOMINIUM AT MCLEAN

1. Name. The Condominium, located in the County of Fairfax, shall be known as "The Colonies Condominium at McLean."
2. Description of Land. The legal description of the land by metes and bounds is attached as Exhibits "A" and "C."
3. Submission of the Property. The Council of Co-Owners, as successors in interest to the Development Management Corporation, a Virginia corporation, and the L.B. Nelson Corporation of Virginia, a Virginia corporation and the original developer, continues to submit the land, described in Exhibits "A" and "C," together with the buildings and improvements erected thereon, to the horizontal property regime provided by the "Horizontal Property Act," Chapter 4.1 of Title 55 of the Code of Virginia, Virginia Code Section 55-79.1, et seq. (1950). The Condominium shall also be subject to the provisions of Chapter 4.2 of Title 55 of the Code of Virginia, as amended, Virginia Code Section 55-79.39, et seq. (1950), known as the Virginia Condominium Act ("Condominium Act"). This fourth amendment to the Master Deed, which is redesignated as a Declaration, made this 6th day of May, 1986, is recorded in said Land Records of Fairfax County in Deed Book ____ at Page ____.
4. Definitions. The terms used in this Declaration and in the Articles of Incorporation, Bylaws, Rules and Regulations, and Policy and Administrative Resolutions of the Condominium shall have the following meanings:
 - (a) Architectural Plans are the plats and plans filed with this Declaration, showing graphically all particulars of the buildings and units.
 - (b) Board of Directors is the executive organ of the Council of Co-Owners comprised of those persons elected in accordance with the Bylaws of the Council of Co-Owners.
 - (c) Buildings are the buildings and other improvements erected upon the land.
 - (d) Bylaws are the Bylaws of the Council of Co-Owners, as may be amended from time to time.

- (e) Common Elements or Common Areas shall mean that area and property submitted to be part of the Condominium, but not included within the boundaries of a unit, as defined in the Declaration.
- (f) Common Expenses include:
 - (i) All expenditures lawfully made or incurred by or on behalf of the Council of Co-Owners; including but not limited to, expenses of operation, administration, maintenance, repair and/or replacement of the common elements;
 - (ii) All funds lawfully assessed for the creation and/or maintenance of reserves pursuant to the provisions of the Declaration or the Bylaws; and
 - (iii) Expenses declared common expenses by the provisions of the Horizontal Property Act or Condominium Act, as amended, or by this Declaration or the Bylaws.
- (g) Condominium is all that property submitted to the Act as described in Exhibits "A" and "C" to the Declaration.
- (h) Condominium Act or Act is the Condominium Act of the Commonwealth of Virginia, as amended, Virginia Code Sections 55-79.39-55-79.103.
- (i) Condominium Instruments shall be a collective term referring to this Declaration, the Bylaws, the Articles of Incorporation, and the plats and plans, recorded pursuant to the Act. Exhibits, schedules, or certifications accompanying such documents and recorded simultaneously therewith, along with subsequent amendments and certifications shall be an integral part of the Condominium Instruments.
- (j) Co-Owner shall mean the person or persons holding record title to a unit within the Condominium, but shall not mean a mortgage holder. The term "Unit Owner" is deemed to be synonymous with the term "Co-Owner."
- (k) Council of Co-Owners shall mean the Council of Co-Owners of the Colonies Condominium at McLean, an incorporated association, and

its successors. The terms "Association" and "Council" are deemed to be synonymous with the term "Council of Co-Owners."

- (l) Horizontal Property Act is the Horizontal Property Act of the Commonwealth of Virginia, as amended, Virginia Code Section 55-79.1-55-79.38.
- (m) Land is the real property described in Exhibits "A" and "C" of this Declaration, exclusive of the buildings or improvements erected thereon.
- (n) Policy and Administrative Resolutions are those policy and administrative resolutions adopted from time to time by the Board of Directors that are deemed necessary for the enjoyment of the Condominium, provided they are not in conflict with the Horizontal Property Act, the Condominium Act, or the Condominium Instruments.
- (o) Property is the land and buildings and all other improvements erected thereon, and all easements, rights, and appurtenances belonging thereto.
- (p) Rules and Regulations are those rules and regulations adopted from time to time by the Board of Directors that are deemed necessary for the enjoyment of the Condominium, provided they are not in conflict with the Horizontal Property Act, the Condominium Act, or the Condominium Instruments
- (q) Unit shall mean that portion of the Condominium intended for individual ownership and use as described in this Declaration.

5. Buildings. The locations of the buildings on the land are on the Architectural Plans. Except for the buildings designated on the Architectural Plans as a Type "C" building and the recreation building, all buildings consist of three (3) stories and a basement, with structural framing of steel columns and beams supporting precast concrete floor slabs and wood roof trusses. Their exterior walls are of brick and concrete masonry construction, and their interior partitions are of gypsum wallboard on metal studs. Except for the Type "C" and recreation buildings, the basement of each building contains 190 square feet of automobile parking space per unit, except that there is 380 square feet of automobile parking space for each

"W" style unit. The basement parking spaces are designated on the Architectural Plans by a number corresponding to the number of the unit whose co-owner shall have the exclusive use thereof. The parking is on a self-service basis. Additional, outside surface automobile parking spaces are adjacent to or near all buildings. These outside surface automobile parking spaces shall be available for use by all co-owners on a first-come, first-served basis. The basements of all buildings, except the Type "C" and recreation building, also contain storage rooms. All buildings, except the Type "C" and recreation building are equipped with elevators, master television antennae, and trash compactors.

The Type "C" building is a single-story building with exterior walls of brick and concrete masonry construction. Its interior partitions are of gypsum wallboard on metal studs. There is 190 square feet of outside, surface automobile parking space per unit in the Type "C" building. These parking spaces, located adjacent to or near the Type "C" building, are designated on the Architectural Plans by a number corresponding to the unit whose co-owner shall have the exclusive use thereof. The parking is on a self-service basis. The Type "C" building is equipped with a master television antenna.

The recreation building is a single-story building with a basement. Its exterior walls are of brick and concrete masonry construction above grade level and concrete masonry construction below grade level. The interior partitions of the recreation building are of concrete masonry construction at the basement level and of gypsum wallboard on metal studs at the first-floor level, with the exception of a load-bearing wall supporting the roof trusses. This load-bearing wall consists of gypsum wallboard on concrete masonry construction. The recreation building contains a lounge, exercise room, activity rooms, card room, sauna baths, and shower rooms. An outdoor swimming pool, baby pool, two (2) tennis courts, and parcourse are a part of the recreation building complex.

The windows in all buildings are single-hung with shutters.

6. Units. A list of all units in the buildings, their unit designations, location and approximate areas is attached as Exhibit "B." The units also are shown on the Architectural Plans.

7. Unit Boundaries. Each unit consists of the space measured from the interior surfaces of its perimeter walls and the exterior surfaces of its windows and door including the windows and doors as part of the unit. Each unit also is measured vertically from the upper surface of the concrete slab forming the floor of the unit

to the lower surface of the concrete slab or the other material forming the unfinished ceiling of the unit.

8. Common Elements and General Common Elements. The common elements are all parts of the property (including all parts of the buildings) other than the units, including the assigned automobile parking spaces, and limited common elements. The general common elements include:

- (a) The land described in Exhibits "A" and "C";
- (b) The foundations, main walls, halls, lobbies, stairways, elevator shafts, and entrances and exits to buildings or communication ways;
- (c) The basements (except assigned parking spaces and limited common elements), yards, gardens, recreational or community facilities, and driveways and nonassigned parking areas;
- (d) All pumps, pipes, wires, cables, and other apparatus relating to the water distribution, electrical, and plumbing systems located out of units and in the units prior to the point of disconnection from the structural body of any building or from utility lines, pipes, or systems serving the unit;
- (e) All installations for central services such as power, light, telephone, gas, hot and cold water, heat, refrigeration, and air conditioning (including all pipes, ducts, wires, cables, and conduits used in connection therewith, whether located in the common elements or in units). Central services are defined as those services to the common elements or those which are utilized to serve more than one unit. The heating and air-conditioning mechanism and ducts in each unit are not a general common element (and are part of the unit);
- (f) The elevators, trash disposal services, and, in general, all the devices of installations existing for common use;
- (g) The offices of the Council of Co-Owners; and
- (h) All other elements of the property, except for the assigned parking space and limited common elements, rationally of common use or necessary to its existence, upkeep and safety.

9. General Common Elements Located Inside Units; Support. Each co-owner shall have an easement in common with the co-owners of all other units to use all pipes, wires, ducts, cables, conduits, public utility lines, and other general common elements serving such other units and located in such other units. The Board of Directors, or its designated agents, shall have a right of access to each unit to inspect the same, and to maintain, repair, or replace the general common elements contained therein or elsewhere in the buildings. Every portion of a unit which contributes to the structural support of a building shall be burdened with an easement of structural support for the benefit of all other units and the common elements.

10. Limited Common Elements. Limited common elements are reserved for the use of the unit to which they are appurtenant, by reason of attachment for assignment, to the exclusion of all other units, and shall pass with a unit, as appurtenant thereto. Each limited common element is owned in common by all co-owners, but is restricted to the exclusive use and benefit of the unit or units which it serves. The storage rooms in the basement of each building, except for the Type "C" and recreational buildings, shall be limited common elements. The location of these storage rooms is shown on the Architectural Plans. A storage room shall be a limited common element of the unit to which such storage room was assigned at the time of its original purchase from the developer. The Board of Directors, with the written consent of the co-owner or co-owners involved, may reassign storage units or other limited common elements in accordance with Section 55-79.57 of the Act, if necessary.

11. Encroachments. If any portion of the common elements encroaches upon any unit, or if any unit encroaches upon any other unit or upon any portion of the common elements, as a result of the construction of the building, or if, any such encroachment shall occur after the recording of this Declaration as a result of settling or shifting of a building, a valid easement of such encroachment and for the maintenance of the same shall exist so long as the building shall stand. In the event a building, any unit, or any adjoining common element shall be totally or partially destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, encroachments of part of the common elements upon any unit or any unit upon any other unit or upon any portion of the common elements, due to such building, shall be permitted, and valid easements for such encroachments and for the maintenance of the same shall exist so long as such reconstructed building shall stand.

12. Allocation of Interest in Common Elements. Each unit shall have an equal undivided interest in the common elements.

13. Share in General Common Elements. Each co-owner shall have, in common with the other co-owners, a 1/459 share in the general common elements.

14. Co-Owners' Common Expenses. Assessments against co-owners for common expenses shall be pursuant to the Bylaws and subject to the following provisions:

Share of Common Expense. Each co-owner shall be liable for his proportionate share of the common expenses, and shall share in the common surplus, such shares being the same as his percentage interest.

15. Units Subject to Declaration, Bylaws and Rules and Regulations. All present and future co-owners, tenants and occupants of a unit shall be subject to, and shall comply with, the provisions of this Declaration, the Bylaws and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed of conveyance or the entering into a lease or the entering into occupancy of any unit shall constitute an agreement that the provisions of this Declaration, the Bylaws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such co-owner, tenant, or occupant, and all of such provisions shall be deemed and taken to be enforceable equitable servitudes and covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

16. Leasing of Units. Units may be leased only in their entirety; no fraction or portion may be leased. All leases and lessees are subject to the provisions of the Declaration, Bylaws, Policy and Administrative Resolutions, and Rules and Regulations adopted thereto, as any of the foregoing may be lawfully amended from time to time.

17. Acquisition or Lease of Units by Council of Co-Owners. In the event the Council of Co-Owners shall acquire a unit, title thereto shall be held by the Council of Co-Owners, or its designee, on behalf of all co-owners. The lease covering any unit leased by the Council of Co-Owners shall be held by the Council of Co-Owners, or its designee, on behalf of all co-owners.

18. Common Elements Not Severable. The common elements shall remain undivided. No co-owner or any other person or entity shall bring any suit or other proceeding for petition or division of the co-ownership of the common elements. The equal undivided interest in the common elements allocated to each unit shall not be conveyed separately from the unit to which such interest is appurtenant.

19. Rights of Ingress and Egress. The land shall be subject to an easement of ingress and egress connecting the adjoining property which is shown on Exhibit "C" ("The Adjoining Property") to Old Meadow Road (State Route 3543). Such easement shall be over Provincial Drive and Tremayne Place as shown by the site plan approved by Fairfax County. The Council of Co-Owners shall maintain that portion of Provincial Drive and Tremayne Place on the land in good order and condition in such location as specified by the site plan approved by Fairfax County.

20. Amendment of Declaration. This Declaration may be amended (a) by the vote of at least two-thirds (2/3) of the co-owners or the percentage required by Section 55-79.72 (b) of the Condominium Act, as amended, or other governing statutes, whichever is greater, cast in person or by proxy at a meeting duly held in accordance with the provisions of the Bylaws, or (b) pursuant to a written instrument duly executed by at least two-thirds (2/3) of the co-owners, provided, however, that any such amendment shall have been approved in writing by the mortgagee or mortgagees holding mortgages constituting first liens on fifty-one percent (51%) or more of the units subject to mortgages. No such amendment shall be effective until recorded in the Land Records of Fairfax County. The Secretary of the Council of Co-Owners shall be authorized to execute a certification that the requisite majority of co-owners agreed to an amendment of the Condominium Instruments.

21. Invalidity. The invalidity of any provisions of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration; and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

22. Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

23. Gender and Grammar. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

24. Captions. The captions herein are used solely as a matter of convenience and shall not define or limit any of the terms or provisions hereof.

IN WITNESS WHEREOF, the undersigned officers of the Council of Co-Owners of The Colonies Condominium at McLean hereby certify that this Amendment was duly adopted by the members of the Council of Co-Owners and mortgagees pursuant to the terms of the Declaration and the Condominium Act.

THE COUNCIL OF CO-OWNERS OF THE COLONIES CONDOMINIUM AT McLEAN

Date May 6, 1986

By: April Ramey
President

Date May 6, 1986

Attest: [Signature]
Secretary

TO WIT:

On this 6th day of May, 1986, before me
April Ramey, the undersigned, personally
appeared the President of the Council of Co-Owners of The
Colonies Condominium at McLean, Virginia,
known to me (or satisfactorily proven) to be the person whose
name is subscribed to the within instrument and acknowledged that
he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official
seal.

Carole A. Carlton
Notary Public.

My Commission Expires: November 22, 1988.

TO WIT:

On this 6th day of May, 1986, before me
Sonja McHugh, the undersigned, personally
appeared the Secretary of the Council of Co-Owners of The
Colonies Condominium at McLean, Virginia,
known to me (or satisfactorily proven) to be the person whose
name is subscribed to the within instrument and acknowledged that
he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official
seal.

Carole A. Carlton
Notary Public

My Commission Expires: November 22, 1988.

CERTIFICATE OF THE COUNCIL OF CO-OWNERS OF
THE COLONIES CONDOMINIUM AT MCLEAN, PRESIDENT

In accordance with Section 55-79.49 and 55-79.72 of the Virginia Condominium Act, Code of Virginia, and in accordance with Paragraph 27 of The Colonies Condominium at McLean Master Deed, the President hereby certifies that the Amendment to which this Certificate is attached was approved by not less than sixty-six and two-thirds percent (66 2/3%) or more of the co-owners at The Colonies Condominium and by mortgagees holding mortgages constituting first liens on at least fifty-one percent (51%) or more of the units subject to mortgages. The Colonies Condominium at McLean is located in Fairfax County, Virginia, and the original Master Deed applicable to The Colonies Condominium at McLean is recorded among the Land Records of Fairfax County in Deed Book 3742 at Page 29 and as subsequently amended. This Certificate is recorded for the purpose of conforming to sections 55-79.49 and 55-79.72 of the aforementioned Act and hereby accompanies the amendments to the Declaration for The Colonies Condominium at McLean.

By: April Ramey
President of the Council of Co-
Owners of The Colonies
Condominium at McLean

Attest: Smethugh
Secretary

COMMONWEALTH OF VIRGINIA

COUNTY OF FAIRFAX

I, Carole A. Carlton, a Notary Public in and for the Commonwealth of Virginia, do hereby certify that April Ramey, known to me (or satisfactorily proven) to be the person named as the President of The Council of Co-Owners of The Colonies Condominium at McLean, in the foregoing Amendment to the Bylaws, personally appeared before me in McLean, Virginia, Fairfax County and as President, as aforesaid, and by virtue of the authority vested in him, acknowledged the Amendment to be the act and deed of said Council of Co-Owners.

GIVEN under my hand and seal this 6th day of May, 1986.

Carole A. Carlton
NOTARY PUBLIC

COMMONWEALTH OF VIRGINIA

COUNTY OF FAIRFAX

I, Carole A. Carlton, a Notary Public in and for the Commonwealth of Virginia, do hereby certify that Donna McHugh, known to me (or satisfactorily proven) to be the person named as the Secretary of The Council of Co-Owners of The Colonies Condominium at McLean, in the foregoing Amendment to the Bylaws, personally appeared before me in McLean, Virginia, Fairfax County and as Secretary as aforesaid, and by virtue of the authority vested in him, acknowledged the Amendment to be the act and deed of said Council of Co-Owners.

GIVEN under my hand and seal this 6th day of May, 1986.

Carole A. Carlton
NOTARY PUBLIC