

DECLARATION

DOMINION SQUARE, A TOWNHOUSE CONDOMINIUM

THIS DECLARATION is executed this 4<sup>th</sup> day of September, 1980, by C & B CONSTRUCTION CORPORATION, a Virginia Corporation, hereinafter referred to as "Declarant".

WITNESSETH THAT:

WHEREAS, Section 55-79.39, et seq., of the 1950 Code of Virginia, as amended, hereinafter referred to as the "Condominium Act", provides for the creation of condominiums in the Commonwealth of Virginia; and

WHEREAS, it is the desire and intent of the Declarant to submit the hereinafter described property to a Condominium as provided by the Condominium Act;

NOW THEREFORE, the Declarant does hereby make, declare and publish its desire and intent to submit, and does hereby submit and establish a Condominium, in accordance with the Condominium Act, to be known as Dominion Square, a Townhouse Condominium (hereinafter sometimes referred to as the "Condominium"), upon that certain tract or parcel of land located in Arlington County, Virginia, owned in fee by the Declarant to be henceforth known and described as Dominion Square, a Townhouse Condominium, and as more particularly shown on a plat entitled, "Plat Showing Parcel '1-B' of a Resubdivision of Parcel 'A' & Parcel 'B' being a Resubdivision of Lots 77-87 & Lots 88-98 Vaughn & Usilton Addition to Arlington Heights and Vacated South Kenmore Street, Arlington County, Virginia", attached hereto and incorporated by reference and marked as Exhibit "B" and as more particularly described by metes and bounds on Schedule "A" attached hereto and incorporated herein by reference.

Dominion Square, a Townhouse Condominium, shall be an expandable condominium and the Declarant hereby reserves unto itself, its successors and assigns, the option, to be exercised at his discretion and without the required consent of any Unit Owner or of the Unit Owners' Association, to expand the Condominium to include all or any part of the land shown as Phase II on Exhibit "B", attached hereto, and as more particularly described by metes and bounds on Schedule "B" attached hereto and incorporated herein by this reference, and to create thereon up to 24 additional condominium units which may be included within Phase II of the Condominium. In the event that all

or part of the additional land is added to the Condominium, (i) the Condominium will continue to be known as Dominion Square, a Townhouse Condominium, (ii) the Condominium shall continue to be subject to all the provisions of this Declaration and the exhibits hereto, (iii) each Unit Owner shall be a member of the Unit Owners' Association of Dominion Square, a Townhouse Condominium ("Association"), (iv) the Association shall continue to include all of the Unit Owners in the Condominium, (v) each Unit Owner shall have one vote in the Association; and (vi) each Unit Owner shall have an equal undivided interest in the common elements in the Condominium. Declarant reserves the right to add said additional land, without limitation as to the timing of said addition within seven (7) years from date of recordation of this Declaration.

The Declarant plans in its sole discretion to expand the Condominium Phase II. However, no assurances are given that additional land will be added to the Condominium nor are assurances given with regard to specific locations of improvements to be located on the additional land. No non-residential units will be located on the additional land and no non-unit improvements will be constructed on the additional land other than parking, roadways, and similar related improvements.

No assurances with regard to the architecture of Units to be built on the additional land are given, other than that the architectural style and type of external building materials utilized in the initial improvements will generally be maintained and that the quality of construction on additional land will be consistent with the initial improvements. Units constructed on additional land need not be identical with existing Units. No assurances are given with regard to the location of type of limited common elements that may be built on the additional land.

I. DESCRIPTION: Declarant has constructed on the property three buildings numbered 1 through 3, and containing a total of twenty-four (24) Units as that term is defined in the Condominium Act, which units shall be designated as either Type A, A-1, A-2, B, or C, all according to a location plan and location plan of Phase I, attached hereto and incorporated herein by reference as Exhibit "A".

The use of the letter "R" following a Unit Type designation letter on Exhibit A shall signify that the Unit shall be constructed with

a reverse floor plan. The use of the letter "D" following a Unit type designation in Exhibit A shall signify that the Unit shall be constructed with a direct floor plan.

Each Unit shall have as an appurtenance thereto an undivided interest in the Common Elements, as defined in the Condominium Act, which appurtenance may not be separated from the Unit to which it appertains, and such appurtenance shall be deemed to be conveyed or encumbered or to otherwise pass with the Unit whether or not expressly mentioned or described in a conveyance or other instrument describing the Unit.

Each Unit Owner, by acceptance of a deed therefor, agrees that he has had full opportunity to inspect and examine the Unit thus acquired by him and waives any claim or demand which he might otherwise have had against the Declarant or any other person whomsoever as a result of any discrepancy between the Unit as it then exists and as it is described in this Declaration, the exhibits attached hereto, and the architectural plans and specifications.

II. LEGAL INTEREST. Dominion Square, a Townhouse Condominium consists of Type A, A-1, A-2, B, and C Units as specifically designated on Exhibit "A" attached hereto, and as hereinafter more particularly defined, together with Common Elements as defined herein and in the Condominium Act. Each Unit, together with its undivided interest in the Common Elements, shall constitute for all purposes real property which may be individually conveyed and encumbered and may be the subject of ownership, possession or sale and of all types of juridic acts inter vivos or mortis causa, as if it were solely and entirely independent of the other Units in the building or buildings of which they form a part, and the corresponding individual titles and interests shall be recordable.

Real estate taxes are assessable only against individual units together with their undivided interests in the common elements and are not a lien against the multifamily structures.

III. AREA AND CONTENT:

A. All Type A and A-1 Units are three-story two bedroom Units and contain approximately 1982.5 gross square feet.

B. All Type A-2 Units are three-story two bedroom units and

contain approximately 1950 gross square feet.

C. All Type B Units are three-story two bedroom units and contain approximately 1836 gross square feet.

D. All Type C Units are three-story two bedroom Units and contain a total of approximately 1836 gross square feet

IV. HORIZONTAL AND VERTICAL BOUNDARIES:

A. All Units of Dominion Square, a Townhouse Condominium, shall have the following boundaries:

1. Horizontal Boundary: The plane of the underside of the lowest floor slab and the plane of the exterior of the roof. The plane of the exterior surface of the roof shall be defined so as to include the roof shingles and/or other exterior finish of the roof.

2. Vertical Boundary: The outer surface of the exterior walls which do not separate a family unit from other family units and the plane of the centerline of the walls which separate the family unit from other family units and shall include window and door frames, and when there is attached to such family unit a balcony or stairway serving only such family unit, then such balcony or stairway shall be included as a part of the family unit to which such balcony or stairway appertains.

V. LIMITED COMMON ELEMENTS: Ownership of a Unit shall entitle the Owner thereof to the exclusive use and enjoyment of the patio, stoop, and stairs, all as shown on Exhibit "A" as a Limited Common Element.

Day to day cleaning and upkeep of Limited Common Elements shall be the responsibility of the Owner of the Unit having the use and enjoyment thereof. All major repairs connected with the Limited Common Elements as built by the Declarant shall be the responsibility of the Association.

Limited Common Elements are not separately transferable.

VI. GENERAL COMMON ELEMENTS: The General Common Elements of Dominion Square, a Townhouse Condominium, consist of all of the land described by metes and bounds in Schedule "A" and buildings as shown on Exhibit "A", attached hereto and incorporated herein, exclusive of those portions of the buildings contained within the boundaries of the Units and those areas designated as Limited Common Elements in this Declaration. Any pipe, drain, conduit, wire, master antenna, etc. within any Unit or Limited Common Element which provides utility or other service to other Units shall also be a Common Element.

VIII. COMMON ELEMENTS OWNERSHIP AND MAINTENANCE:

A. Ownership of the Common Elements as described herein shall be by the Unit Owners as tenants in common. An equal undivided interest in and to the Common Elements at any particular time shall be allocated to each Unit. Each Unit Owner, by acceptance of a deed therefor, consents and agrees to the alteration of said percentages at such time or times, if any, as all or any part of the additional land is submitted by the Declarant to the provisions of this Declaration as provided for herein, and; in furtherance thereof, each such Unit Owner irrevocably appoints the Declarant as his attorney-in-fact for the purpose of further evidencing such consent and agreement should the Declarant determine same to be necessary or desirable. Each Unit and the Association may use the Common Elements for the purposes for which they are intended, but no such use shall enter or encroach upon the lawful rights of the other Unit Owners.

B. For the purposes of this Declaration the percentage of undivided interest in the Common Elements appurtenant to each Unit now or hereafter made subject to this Declaration is equal.

The percentages herein assigned do not necessarily reflect the selling price or actual value or relative size of any Unit and no opinion, appraisal, sale or market value transaction at a greater or lesser price than the original price shall be interpreted as requiring or permitting any change in the method of allocation of undivided interest assigned herein.

C. The use of the Common Elements shall be limited to Unit Owners in residence, to their tenants in residence, and to their guests and invitees. The use of the Common Elements shall be governed by the By-Laws and Rules and Regulations adopted by the Association.

D. The Common Elements shall remain undivided and no Unit Owner may bring any action for partition or division of these Common Elements except as provided herein.

E. Common Element maintenance and common expenses of the Condominium shall be apportioned equally to the Units.

VIII. OPTION TO SUBMIT ADDITIONAL LANDS:

The Declarant has specifically reserved the right to submit the Additional Land (Phase II) as shown on Exhibit "B" to the provisions of this Declaration and to include same as part of the Condominium. This right may be

exercised by the Declarant, its successors, or assigns only upon the execution by it of an amendment to this Declaration, which shall be filed for record among the land records of Arlington County, Virginia, not later than seven (7) years from the date of recording of this Declaration.

Should this right not be exercised within the term specified, it shall in all respects expire and be of no further force or effect. In the event that the Declarant should submit the Additional Land to the provisions of this Declaration, the Declarant may construct, cause to be constructed or incorporated on any part or all of the additional land various residential buildings containing a total of not more than twenty-four (24) units, which when included with the twenty-four (24) units provided for herein, shall limit the number of Units in Dominion Square, a Townhouse Condominium, to forty-eight (48). All Units shall have an equal share of undivided interest in the Common Elements.

IV. ADMINISTRATION. The administration of the Condominium shall be conducted in accordance with the provisions of this Declaration, the By-Laws of the Association, attached hereto as Exhibit "C" and such Rules and Regulations as the Association shall adopt.

NOTWITHSTANDING THE FOREGOING OR ANYTHING IN THIS DECLARATION OR THE BY-LAWS OR OTHER DOCUMENTS TO THE CONTRARY, THE DECLARANT, ITS SUCCESSORS OR ASSIGNS, OR DULY AUTHORIZED AGENT OR REPRESENTATIVE SHALL HAVE THE POWER TO APPOINT AND REMOVE ALL OFFICERS OF THE ASSOCIATION, AND BOARD OF DIRECTORS, AND TO EXERCISE ALL POWERS AND RESPONSIBILITIES OTHERWISE ASSIGNED TO THE ASSOCIATION AND ITS BOARD OF DIRECTORS FOR FIVE (5) YEARS FROM DATE HEREOF, OR UNTIL THE EARLIER CONVEYANCE OF THREE-FOURTHS OF THE UNITS SUBJECT TO THIS DECLARATION AS AMENDED TO UNIT OWNERS OTHER THAN THE DECLARANT.

X. GOVERNING DOCUMENTS: All Unit Owners and their tenants, guests and invitees, shall comply with all of the provisions of this Declaration, the By-Laws and the Rules and Regulations, decisions and resolutions of the Association, as each may be properly amended from time to time. Failure to comply with such provisions, By-Laws, rules, regulations, decisions or resolutions shall be grounds for an action to recover damages or for injunctive relief. All leases to Units in the Condominium shall expressly be subject to the provisions of this Declaration.

XI. EASEMENTS.

A. Enjoyment of General Common Elements: Every Unit Owner shall have a right and easement of enjoyment in and to the Common Elements and such easement shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions: (a) the right of the Association to limit the number of guests that may use the General Common Elements, (b) the right of the Association to assign a parking space to each Unit Owner and to set aside the balance of the spaces for guest parking, and (c) the right of the Association to suspend the voting rights of a Unit Owner for any period during which any assessment against his Unit remains unpaid, and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations or By-Laws. Any Unit Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the General Common Elements to the immediate members of his family or to his tenants who reside in his Unit.

B. Encroachments and Support: Each Unit and Common Elements shall be subject to an easement for encroachments created by construction, settling and overhangs as designed or constructed by the Declarant. A valid easement for said encroachments and for the maintenance of same, so long as they stand, shall and does exist. In the event that any building is partially or totally destroyed and then rebuilt, the Owners of the Units so affected agree that minor encroachments of parts of the adjacent Units or Common Elements due to construction shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist. Every portion of a Unit contributing to the support of another Unit shall be burdened with an easement of support for the benefit of such Unit.

C. Utilities, etc.: There is hereby granted a blanket easement upon, across, over and under all of the Units and Common Elements for ingress, egress, installation, replacement, repair and maintenance of all utilities including, but not limited to, water, sewer, telephone and electricity. By virtue of this easement, it shall be expressly permissible for the providing utility company to install and maintain the lines and other necessary equipment on said property and to affix and maintain utility wires, circuits and conduits on, above, across and under the roofs and exterior walls of the Units. Notwithstanding anything to the contrary

contained in this Article, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on or in the condominium except as initially programmed and approved by the Declarant, or thereafter approved by the Declarant or the Association. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Declarant or Association shall have the right to grant such easement on said property without conflicting with the terms hereof. The easements provided for in this Article shall in no way affect any other recorded easement on the Condominium

D. Repairs. The Association, or its designee, shall have the right to enter any Unit or Limited Common Element when necessary to carry out repair, maintenance, landscaping, or construction for which the Association is responsible or for which any Unit Owner is responsible and has not completed after appropriate notice from the Association. The entry by the Association shall be made with as little inconvenience to the Unit Owner as practicable and any damage caused shall be repaired at the expense of the Association unless the entry is made to perform any obligation for which the Unit Owner is responsible, in which event the entry and all work shall be done at the risk and expense of the Unit Owner.

E. Other.

1. There is hereby granted a blanket easement to the Association, its directors, officers, agents, and employees, to any manager employed by or on behalf of the Association, and to all policemen, firemen, ambulance personnel and all similar persons to enter upon the condominium in the exercise of the functions provided by this Declaration, By-Laws and Rules of this Association, in the event of emergencies, and in the performance of governmental functions.

2. The rights accompanying the easements provided by this Article shall be exercised only during reasonable daylight hours and then whenever practicable only after advance notice to, and with the permission of, the Unit Owner or tenant directly affected thereby when not an emergency situation or a governmental function.

3. The Declarant, its successors or assigns, and its duly



authorized agents and employees, shall have a right of ingress and egress over the Common Elements as required for construction, and development of the Condominium, including the construction and development of Additional Lands in the event that access thereto is otherwise not reasonably available.

4. The Declarant, its successors, or assigns, and its duly authorized agents, representatives and employees may maintain sales offices and model units within the condominium so long as no more than five Units are so utilized as sales offices or model units at any one time. Declarant shall have the right to change those units so utilized as sales offices and model units as development and sales with the Condominium to include Additional Land submitted to the condominium, shall progress. Declarant shall also have right to place advertising and informational signs within the condominium, to utilize parking and common elements for prospective activities. Whenever possible, Declarant shall take reasonable steps to assure that sales and development activities do not unnecessarily interfere with the utilization of common elements by other Unit Owners.

XII. IMPROVEMENTS AND ALTERATIONS BY UNIT OWNERS.

No structural alteration or improvement of any Unit or Common Element, and no painting or other change in the exterior appearance of any portion of the Condominium, shall be made without the prior written approval of the Board of Directors and of all Mortgagees of any Unit or Units involved. The Board of Directors will be deemed to have approved any written approval for which their approval is required by this Section if they fail to respond within forty-five (45) days of receipt of the proposal.

XIII. CONCLUDING PROVISIONS.

A. Mortgage Approval. With the prior written approval of each Mortgagee:

(1) no portion of the Condominium shall be abandoned or terminated except as provided by Code of Virginia §55-79.44 or other law in the case of a taking by condemnation or eminent domain;

(2) no material amendment shall be made to the Declaration or By-Laws including (without limitation) any amendment which would change the Common Element Interests, except that this provision shall not require the Declarant

to obtain consent for amendments which involve changing the Common Element Interests by reason of the addition of Additional Land in accordance with the provisions of the Condominium Act and this Declaration; and without the prior written approval of at least two-thirds (2/3) of the Mortgages (based upon one vote for each mortgage or first deed of trust owned), the Dominion Square Townhouse Association shall not:

- (3) partition or subdivide any Condominium Unit;
- (4) by act or omission, partition, subdivide, encumber, sell or transfer the Common Elements, except that the granting of easement for public utilities or other public purposes consistent with the intended use of the Common Elements by the Condominium shall not be deemed a transfer within the meaning of this provision;
- (5) use hazard insurance proceeds for losses to any of the Common Elements or Units for any purpose other than the repair, replacement or reconstruction of such damaged property.

B. Declarant's Rights and Obligations. Nothing contained in the Condominium Instruments shall be deemed to impose upon the Declarant any obligation of any nature to build, construct or provide any improvements except to the extent required by the Condominium Act. All rights, powers and privileges created or reserved by the Condominium Instrument for the benefit of the Declarant shall inure to any Person(s) who hereafter becomes a Declarant of the Condominium within the meaning of Section 55-79.41(k) of the Code of Virginia.

C. Compliance with Condominium Act. Each Condominium Instrument and each amendment thereto is intended to comply with the Condominium Act (Section 55-79.39 through Section 55-79.103 of the Code of Virginia) as the said Act may be amended at the time of the recording of such Condominium Instrument or amendment thereto. Each Condominium Instrument and each amendment thereto shall be construed and interpreted in conformity with the intent expressed by the preceding sentence.

D. Amendments. Section A entitled "Mortgage Approval" of this Declaration shall not be amended without the prior written approval of all Mortgagees, nor shall any other provision of the Condominium Instruments be amended without such approval where such approval is required elsewhere in the Condominium Instruments, by any amendments

thereto, or by the Condominium Act. No amendment shall be made to any Condominium Instrument during the period of Declarant control without the written consent of the Declarant. No amendment to the Condominium Instruments shall diminish or impair the rights of Mortgagees under the Condominium Instruments without the written consent of all Mortgagees, nor diminish or impair the rights of the Declarant under the Condominium Instruments without the written consent of all Mortgagees, nor diminish or impair the rights of the Declarant under the Condominium Instruments without the written consent of the Declarant. No amendment may modify this Section D or the rights of any Person hereunder.

E. Captions. The captions in the Condominium Instruments are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision thereof.

F. Gender. The use of the masculine gender in the Condominium Instruments shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

IN WITNESS WHEREOF, the Declarant has executed this Declaration this 14<sup>th</sup> day of September, 1980.

C & B CONSTRUCTION CORPORATION

BY [Signature]  
President

STATE OF VIRGINIA, AT LARGE, to-wit:

I, Walter T. ..., a Notary Public in and for the jurisdiction aforesaid, do hereby certify that [Signature], whose name is signed to the foregoing instrument, has acknowledged the same before me in the jurisdiction aforesaid as the President of C & B CONSTRUCTION CORPORATION, a Virginia Corporation.

Given under my hand and seal this 14<sup>th</sup> day of September, 1980.

[Signature]  
Notary Public

My Commission Expires: September 15, 1982

FIRST  
AMENDMENT OF DECLARATION OF DOMINION SQUARE  
A TOWNHOUSE CONDOMINIUM, PHASE 1

THIS AMENDMENT to Declaration and Condominium instruments made this 17<sup>th</sup> day of November, 1982, by C & B CONSTRUCTION CORPORATION, a Virginia Corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, by Declaration and Condominium Instruments dated September 4, 1980, and recorded in Deed Book 2033, at page 524 all among the land records of Arlington County, Virginia, there was created and established an expandable condominium known as Dominion Square, A Townhouse Condominium, Phase 1; and

WHEREAS, by Public Offering Statement Section C and Declaration Pages 1 and 2, and Declaration article VIII, Declarant reserved unto itself the right and power to submit additional lands to the provisions of the said Condominium Instruments affecting all or part of said Condominium Instruments; and

WHEREAS, Declarant is the sole owner and proprietor of the 74,758 square feet of land shown as Phase 2, on the site plan at Phase 2, prepared by Cook & Miller, Ltd., and which is attached hereto as Exhibit "A".

NOW, THEREFORE, the Declarant does hereby publish and declare that it does hereby submit to the provisions of the Condominium Instruments of Dominion Square, A Townhouse Condominium, Phase 1, as established by Chapter 4.2, Title 55, Code of Virginia, all that certain tract or parcel of land situate, lying and being in Arlington County, Virginia, being more particularly described as follows:

(Phase 2)  
Part of Parcel "1-B"  
of a Resubdivision of  
Parcel "A" and Parcel "B"  
Being a Resubdivision of

Lots 77-78 and Lots 88-89  
Vaughn and Usilton Addition to  
ARLINGTON HEIGHTS  
and vacated  
South Kenmore Street  
Arlington County, Virginia

Beginning at a point in the northerly right of way line of Fifth Street, South, said point also marks the southwesterly corner to Lot 76 Vaughn and Usilton Addition to Arlington Heights; THENCE running with said line of Fifth Street, South  $S72^{\circ} 16' 00''$  W 256.00 feet to a point marking the southeasterly corner to Lot 99, Vaughn and Usilton Addition to Arlington Heights; thence departing from said line of Fifth Street South and running with the easterly line of lots 99 through 102 Vaughn and Usilton Addition to Arlington Heights  $N 17^{\circ} 44' 00''$  W 237.67 feet to a point marking the southwesterly corner to outlet "C" of a resubdivision of Vaughn and Usilton Addition to Arlington Heights; thence running with the lines of said outlet "C" the following courses and distances:  $N 72^{\circ} 16' 00''$  E 91.00 feet to a point; thence running  $N 17^{\circ} 44' 00''$  W 84.33 feet to a point; thence running through Parcel "1-B" of a resubdivision of Vaughn and Usilton Addition to Arlington Heights  $N 72^{\circ} 16' 00''$  E 165.00 feet to a point in the westerly line of lot 71, Vaughn and Usilton Addition to Arlington Heights, thence running with the line on lots 71 through 76,  $S 17^{\circ} 44' 00''$  E 322.00 feet to the point of beginning containing 74,758 square feet of land,

and being "Phase 2" of the parcel of land described in Exhibit "A" attached hereto.

Said land shall henceforth be known as Dominion Square, A Townhouse Condominium, Phase 2, and is hereby merged with the Condominium created by the Declaration and Condominium Instruments recorded in Deed Book 2033 at page 524, to the end that the said land and the improvements thereon are held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the covenants, conditions, restrictions, uses, limitations and obligations in said Condominium Instruments contained, subject, however, to the modifications hereinafter set forth, all of which are declared to be in furtherance of a plan for the improvement of said property and the division thereof into Units, as defined in the Condominium Instruments, and shall be a burden and benefit to the Declarant, its successors and assigns, and any person acquiring an interest in any Unit, the Property and the improvements, and to their grantees, successors, heirs, executors, administrators, devisees, and assigns.

The said Condominium Instruments and this Amendment thereto are to be read together and in all respects not herein specifically modified or changed or given limited application, the provisions of said Condominium Instruments shall apply equally to the property therein described and the property hereinbefore described. Those limitations, modifications, and changes are as follows:

I. DESCRIPTION:

The above described parcel of approximately 74,758 square feet of land is improved by three buildings numbered 1 through 3 and containing a total of twenty-four (24) residential units as that term is defined in the Condominium Act, which shall be designated as either Type A, B, C, D or E all according to a location Plat and location plan prepared by Cook & Miller, Ltd and Sheridan, Behm Eustice & Associates and attached hereto and incorporated herein by reference as Exhibits "A" and "B", respectively.

The use of the letter "R" following a Unit Type designation letter on Exhibit "B" shall signify that the Unit shall be constructed with a reverse floor plan.

Each Unit shall have as an appurtenance thereto an undivided interest in the Common Elements, as defined in the Condominium Act, which appurtenance shall be deemed to be conveyed or encumbered or to otherwise pass with the Unit whether or not expressly mentioned or described in a conveyance or other instrument describing the Unit.

A. All Type A Units are three-story, two bedroom units and contain approximately 1950 to 1983 net square feet.

B. All Type B Units are three-story, two bedroom Units and contain approximately 1836 net square feet.

C. All Type C Units are three-story, two bedroom units and contain a total of approximately 1836 net square feet.

D. All Type D Units are three-story, two bedroom units and contain a total of approximately 1980 net square feet.

E. All Type E Units are two-story, two bedroom units and contain a total of approximately 1321 net square feet.

The boundaries of the several Units are as follows:

1. HORIZONTAL BOUNDARIES. The plane of the underside of the lowest floor slab and the plane of the exterior of the roof. The plane of the exterior surface of the roof shall be defined so as to include the roof shingles and/or other exterior finish of the roof.

2. VERTICAL BOUNDARIES. The outer surface of the exterior walls which do not separate a family unit from other family units and the plane of the centerline of the walls which separate the family unit from the other family units and shall include a window and door frames, and when there is attached to such family unit a balcony or stairway serving only such family unit, then such balcony or stairway shall be included as a part of the family unit to which such balcony or stairway appertains.

## II. INTEREST IN LIMITED AND GENERAL COMMON ELEMENTS.

A. Limited Common Elements: Ownership of a Unit shall entitle the Owner thereof to the exclusive use and enjoyment of the patio, stoop and stairs all as shown on Exhibit "A" as Limited Common Elements.

B. In accordance with Article VIII of the Declaration of Dominion Square, A Townhouse Condominium Phase 1, the CoOwners of Dominion Square, A Townhouse Condominium, Phase 1, are hereby vested with an equal undivided interest in the General Common Elements of Dominion Square, a Townhouse Condominium, Phase 2, and the Co-Owners of Dominion Square, a Townhouse Condominium, Phase 2, are hereby vested with an equal undivided interest in the General Common Elements of Dominion Square, A Townhouse Condominium, Phase 1.

All Units in Phase 1 and 2 of Dominion Square, A Townhouse Condominium shall have an equal share of undivided interest in the common elements of Phases 1 and 2.

III. UNITS OWNERS ASSOCIATION OF DOMINION SQUARE, A TOWNHOUSE CONDOMINIUM:

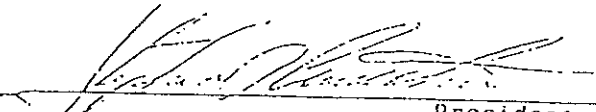
The submission of Dominion Square, A Townhouse Condominium, Phase 2 is subject to the provisions of the Condominium Instruments of Dominion Square, A Townhouse Condominium, Phase 1, and shall have no effect on the presently existing Unit Owners Association of Dominion Square, A Townhouse Condominium, Phase 1 or on the Board of Directors thereof, except that the Unit Owners of the Units contained herein shall immediately become and be members of the said Association, entitled to attend and vote at any meeting thereof hereafter held.

IV. EFFECTIVE DATE:

This Amendment shall take effect upon recording.

WITNESS the following signatures and seals:

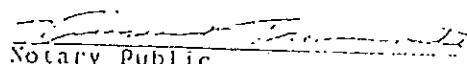
C & B CONSTRUCTION CORPORATION

  
\_\_\_\_\_  
President

STATE OF VIRGINIA AT LARGE:

I, the undersigned Notary Public in and for the State aforesaid, do hereby certify that Stephen P. Carstairs who is personally well known to me to be the person named as President of C & B Construction Corporation in the foregoing First Amendment to Declaration bearing date on the 17<sup>th</sup> day of December, 1982, personally appeared before me in my State aforesaid and acknowledged the same to the act and deed of C & B Construction Corporation, a Virginia Corporation, the Declarant herein, and that he delivered same as such.

GIVEN Under my hand and seal this 17<sup>th</sup> day of December, 1982.

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

My Commission expires: December 31, 1986.



12378

BOOK 2079 PAGE 1241

SECOND AMENDMENT TO THE DECLARATION AND  
BY-LAWS OF DOMINION SQUARE, A TOWNHOUSE CONDOMINIUM

This Amendment is made this 9<sup>th</sup> day of November,  
1982, by the undersigned owners units in the Dominion Square  
Townhouse Condominium; and with the express agreement of the  
Declarant, C and B Construction Corporation, as evidenced by  
its undersigned agreement hereto.

WITNESSETH that whereas the Declarant caused certain  
condominium instruments establishing Dominion Square, A  
Townhouse Condominium, located in Arlington County, Virginia,  
to be recorded on January 29, 1981, in Deed Book 2033, at  
Page 524, among the Land Records of Arlington, Virginia; and

WHEREAS pursuant to Article XIII (D) of the Declaration and  
pursuant to Article 12.1 of the By-Laws and in accordance with  
the statutes of the Commonwealth of Virginia, the condominium  
instruments of said condominium are susceptible to amendment;  
and

WHEREAS by resolution of the annual meeting of the Unit  
Owner's Association of Dominion Square, A Townhouse  
Condominium, unanimously adopted by those present on November  
9, 1982, the following amendments to the Declaration and  
By-Laws of the association have been approved;

THEREFORE pursuant to and in compliance with the  
Declaration and By-Laws of Dominion Square, A Townhouse

Condominium, and in compliance with the laws of the Commonwealth of Virginia, the Declaration and By-Laws of said Condominium are hereby amended as follows:

1. The Declaration is hereby amended by the addition of a paragraph to be known as Article XIII(G) as follows:

"Dominion Square, A Townhouse Condominium, covenants that said condominium regime will not be further amended or merged without the prior written approval of the Veterans Administration and the Federal Housing Administration."

2. The Declaration is hereby amended by adding the following paragraph to be known as Article XIII(H) of the Declaration:

"Future improvements to the Condominium must be consistent with the initial improvements in terms of quality or construction."

3. The By-Laws of the condominium are hereby amended by the addition of the following which is to be known as Article 8, Section 8.1(b)4:

"The coverage provided to the Declarant under the insurance policies obtained in compliance with this Article 8 shall not be deemed to protect or be for the benefit of any general contractor engaged by the Declarant nor shall such coverage be deemed to protect the Declarant against liability for or waive any rights with respect to warranty claims."

4. Article IV, on Page 6 of the Declaration, is hereby fully corrected to be Article IX. In addition, the second paragraph of corrected Article IX of the Declaration is hereby amended by the following addition:

"Provided, however, that all such power and rights of the Declarant, its successors, assigns, or agents to appoint or remove officers of the association or its board of directors or to exercise any or all powers and responsibilities otherwise assigned to the association and its Board of Directors shall cease completely and permanently upon conveyance of three-fourths (3/4) of the units of Phase I of the Condominium to unit owners other than the Declarant."

Except as modified by these amendments, all of the other terms and conditions of the Condominium instruments are hereby expressly ratified and confirmed and shall remain in full force and effect.

Witness the following signatures and seals in agreement hereto:

9234B/maw

DOMINION SQUARE TOWNHOUSE ASSOCIATION

By: *Justin G. Mahony*  
President

DOMINION SQUARE TOWNHOUSE ASSOCIATION

ATTEST: BY: *[Signature]*  
Secretary

C & B CONSTRUCTION CORPORATION, DECLARANT

George F. Brame Vice President  
GEORGE F. BRAME President

J. Michael Brame  
J. Michael Brame, 3320 S. 2nd St.  
Unit #3320, Phase 1

C. Steven Harkness  
C. Steven Harkness, 3322 S. 2nd St.  
Unit # 3322, Phase 1

John W. Moy  
John W. Moy, 3330 S. 2nd St.  
Unit #3330, Phase 1

Kathryn S. Harkness  
Kathryn S. Harkness, 3322 S. 2nd St.  
Unit # 3322, Phase 1

Richard J. Rendina  
Richard J. Rendina, 3326 S. 2nd St.  
Unit #3326, Phase 1

Charles R. Lewellen  
Charles R. Lewellen, 3354, 3360, 3362 S. 2nd St.  
Units No. 3354, 3360, 3362, Phase 1

Soon Mok Rendina  
Soon Mok Rendina, 3326 S. 2nd St.  
Unit #3326, Phase 1

Charles R. Lewellen  
Charles R. Lewellen, 3356 S. 2nd St.  
Unit #3356, Phase 1

Marian A. Sayre  
Marian A. Sayre, 3310 S. 2nd St.  
Unit #3310, Phase 1

Julius F. Oreska  
Julius F. Oreska, 3310 S. 2nd St.  
Unit #3310, Phase 1

Allan Peter Reyes  
Allan Peter Reyes, 3338 2nd St. S.  
Unit #3338, Phase 1

Carol M. Garnett  
Carol M. Garnett, 3314 S. 2nd St.  
Unit #3314, Phase 1

Susan K. Luce  
Susan K. Luce, 3316 S. 2nd St.  
Unit #3316, Phase 1

John J. Maloney  
John J. Maloney, 3368 S. 2nd St.  
Unit #3368, Phase 1

John W. Machonis, Jr.  
John W. Machonis, Jr., 3316 S. 2nd St.  
Unit #3316, Phase 1

Yolanda Maloney  
Yolanda Maloney, 3368 S. 2nd St.  
Unit #3368, Phase 1

Peter J. Kadzik  
Peter J. Kadzik, 3332 S. 2nd St.  
Unit #3332, Phase 1

Thomas M. White  
Thomas M. White, 3364 S. 2nd St.  
Unit #3364, Phase 1

Mary E. Kadzik  
Mary E. Kadzik, 3332 S. 2nd St.  
Unit #3332, Phase 1

George F. Brame  
George F. Brame, Vice President  
C & B Construction Corporation  
3318, 3334 S. 2nd St.  
Units 3318, 3334, Phase 1 and  
all of Phase 2 (24 Units)

*Nancy S. Dellinger*  
NANCY S. DELLINGER, 3352 S. 2nd St.  
Unit #3352, Phase 1

*Harold V. Dellinger*  
HAROLD V. DELLINGER, 3352 S. 2nd  
Unit #3352, Phase 1

*Robert R. Sharp*  
3328 and 3336 S. 2nd St.  
Units #3328 and 3336, Phase 1

STATE OF VIRGINIA

COUNTY OF FAIRFAX, to-wit:

I, the undersigned, a notary public for the State and County aforesaid, do hereby certify that: George F. Brame, Vice President of C & B Construction Corporation, a Virginia Corporation, on behalf of the corporation, J. Michael Brame, John W. Moy, Richard J. Rendina, Marian A. Sayre, Allan Peter Reyes, Susan K. Luce, Peter J. Kadzik, C. Steven Harkness, C. Steven Harkness, Assistant Vice President & Director of Snell Construction Corp., a Virginia Corporation, on behalf of the corporation, Charles R. Lewellen, Julius F. Oreska, Carol M. Garnett, John J. Maloney, and Thomas M. White whose names are signed to the foregoing Second Amendment to the Declaration and By-Laws of Dominion Square, A Townhouse Condominium, dated November 9, 1982, have acknowledged the same before me. Given under my hand and notarial seal this 9<sup>th</sup> day of November, 1982.

My commission expires on the 25th day of November, 1984.

*James F. Brown*  
Notary

COUNTY OF Arlington to-wit:

I, the undersigned, a notary public for the State, ~~and County~~ <sup>At Large</sup> aforesaid, do hereby certify that John J. Mahoney, President, and Charles R. Lowellen, Secretary, of Dominion Square Townhouse Association, on behalf of said Association, whose names are signed to the foregoing Second Amendment to the Declaration and By-Laws of Dominion Square, A Townhouse Condominium, dated November 9, 1982, have acknowledged the same before me. Given under my hand and notarial seal this 14<sup>th</sup> day of December, 1982. My commission expires on the 30<sup>th</sup> day of March, 1986

*Veronica T...*  
 NOTARY

STATE OF VIRGINIA, A Large

COUNTY OF Arlington to-wit:

I, the undersigned, a notary public for the State, ~~and County~~ <sup>At Large</sup> aforesaid, do hereby certify that

John W. Machonis, Jr., and Yolanda Maloney  
 and Soon Mok Rendina, and Mary E. Kadzik

whose names are signed to the foregoing Second Amendment to the Declaration and By-Laws of Dominion Square, A Townhouse Condominium, dated November 9, 1982, have acknowledged the same before me. Given under my hand and notarial seal this 14<sup>th</sup> day of December, 1982. My commission expires on the 31<sup>st</sup> day of March, 1986

*Veronica T...*  
 NOTARY

STATE OF VIRGINIA, AT LARGE

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COUNTY OF *Arlington* to-wit:

I, the undersigned, a notary public for the State and County aforesaid, do hereby certify that

*Kathryn S. Harkness, Nancy S. Dellinger, Harold V. Dellinger II and James R. Sharp*

whose names are signed to the foregoing Second Amendment to the Declaration and By-Laws of Dominion Square, A Townhouse Condominium, dated November 9, 1982, have acknowledged the same before me. Given under my hand and notarial seal this *9<sup>th</sup>* day of *December*, 1982.

My commission expires on the *30<sup>th</sup>* day of *March*, 1986

*James R. Sharp*  
Notary

NOTARIAL PUBLIC STATE OF VIRGINIA COUNTY OF ARLINGTON

*December 16, 1982*

*4:19*

*David A. Sharp*

*1300*

*1300*