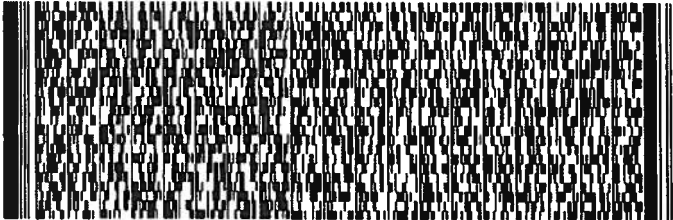


## Fairfax County Circuit Court DMZ Cover Sheet Application v2.3



|                              |                                     |                              |  |
|------------------------------|-------------------------------------|------------------------------|--|
| Consideration                | 0                                   | Consideration/Actual Value % | 100  |
| Actual/Assessed Code Section | 0                                   | Tax Exemption                | Amount Not Taxed                                 |
| DEM Number                   |                                     | Tax Map Number               | 017-1- -37- -0004-                               |
| Original Book                |                                     | Original Page                |  |
| Title Company                |                                     | Title Case                   |  |
| Property Descr.              | RTC MIXED-USE CENTER                |                              | Multiple Lots? NO                                |
| Return To Party Name:        | JANIE L. RHOADS,<br>ATTORNEY AT LAW | Address:                     | 112 S. ALFRED STREET, ALEXANDRIA, VIRGINIA 22314 |
| Certified                    | YES                                 | Copies                       | 1  |
|                              |                                     | Page Range                   | 1-19   |

**Instruments**

DECLARATION

**Grantor(s)**

BLOCK 4 LLC\_I\_N, RESTON TOWN CENTER ASSOCIATION\_I\_N, RESTON TOWN CENTER JOINT COMMITTEE, INC\_I\_N

**Grantee(s)**

BLOCK 4 LLC\_I\_N, RESTON TOWN CENTER ASSOCIATION\_I\_N, RESTON TOWN CENTER JOINT COMMITTEE, INC\_I\_N

**DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
RTC MIXED-USE CENTER**

*Fairfax County, Virginia*

Prepared by:

MercerTrigiani  
112 South Alfred Street  
Alexandria, Virginia 22314

**DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
RTC MIXED-USE CENTER**

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Exhibit A Property Submitted

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR RTC MIXED-USE CENTER**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (“Declaration”) is made as of January 9, 2018, by BLOCK 4 LLC, a Delaware limited liability company (the “Filing Owner”), with the consent of RESTON TOWN CENTER JOINT COMMITTEE, INC., d/b/a RESTON TOWN CENTER ASSOCIATION, a Virginia nonstock corporation (the “Town Center Joint Committee”).

**RECITALS**

**R-1.** The Filing Owner is the owner of the real property described in Exhibit A attached hereto and incorporated herein.

**R-2.** The Filing Owner and the Town Center Joint Committee intend by this Declaration to impose upon the Property submitted hereby mutually beneficial rights and obligations under a general plan of improvement for the benefit of all Owners within the RTC Mixed-Use Center.

**R-3.** The Filing Owner and the Town Center Joint Committee further desire to provide for: (1) a flexible and reasonable procedure for the overall development of the RTC Mixed-Use Center and the interrelationships of the Owners, occupiers, and users of property within Reston Town Center, including without limitation, an efficient mechanism for the submission of property to the Reston Town Center; and (2) the orderly administration, maintenance, preservation, use, and enjoyment of property submitted to this Declaration.

**R-4.** Town Center Joint Committee joins in this Declaration for the purpose of consenting to the rights and obligations set forth herein.

**NOW, THEREFORE**, the Filing Owner, with the consent of the Town Center Joint Committee, hereby subjects the property described in Exhibit A attached hereto, to the following Declaration of Covenants, Conditions, and Restrictions for RTC Mixed-Use Center.

**ARTICLE I  
INTERPRETIVE PROVISIONS**

**Section 1.1. Definitions.** Capitalized terms used herein shall have the meanings specified for such terms below.

(a) “*Act*” means the Virginia Nonstock Corporation Act, as amended from time to time, which is referred to in this Declaration for the specific purposes as set forth herein.

(b) “*Assessments*” means, collectively, all those assessments authorized to be assessed by the Town Center Joint Committee pursuant to Section 5.2.

- c. "*Board of Directors*" means the Board of Directors of the Town Center Joint Committee.
- d. "*Cluster Association*" means a common interest community association that has jurisdiction over and manages separately designated and developed property that is subject to this Declaration, including, by way of illustration and not limitation, a condominium unit owners association or a property owners' association.
- e. "*Cluster Property*" means property subject to the jurisdiction of a Cluster Association.
- f. "*Commercial Representative*" means the individual elected to serve on the Board of Directors pursuant to the provisions of Section 4.1 to represent the Commercial Units.
- g. "*Commercial Unit*" means a Unit zoned for any use other than residential use; provided, however, apartment buildings and complexes (including those structured as condominiums, cooperatives, or any similar structure) shall be deemed Commercial Units, and neither they nor the dwellings within such buildings or complexes shall be deemed a Residential Unit. By way of illustration, but not limitation, Commercial Unit may include a Unit zoned for retail, office, industrial, or apartments.
- h. "*Common Area*" means all real property that Reston Urban Core, Reston Town Center Industrial, or the Town Center Joint Committee may now or hereafter own or manage for the common use and enjoyment of those who live in, work in, or visit Reston Town Center.
- i. "*Common Expenses*" means actual and estimated expenses of operating the Town Center Joint Committee, all as may be found to be necessary and appropriate and assessed in accordance with this Declaration and the Town Center Bylaws.
- j. "*Declaration*" means this Declaration of Covenants, Conditions, and Restrictions for the RTC Mixed-Use Center, as amended from time to time.
- k. "*Design Guidelines*" means the guidelines and requirements adopted by the Design Review Board pursuant to the Town Center Bylaws for the design and maintenance of all or any portion of the Property, as amended from time to time.
- l. "*Design Review Board*" means the Town Center Design Review Board appointed by the Board of Directors pursuant to the Town Center Bylaws.
- m. "*Industrial Declaration*" means the Declaration of Covenants, Conditions, and Restrictions for Reston Town Center Industrial recorded in Deed Book 7472 at Page 345 among the Land Records, as amended from time to time.
- n. "*Land Records*" means the land records of Fairfax County, Virginia.

o. "*Mortgage*" means a mortgage, a deed of trust, a deed to secure debt, a security deed, mortgage, or any similar instrument recorded among the Land Records granting the holder thereof an interest in any portion of the Property as security for the performance of an obligation.

p. "*Mortgagee*" means a beneficiary or holder of a Mortgage that has provided written notice to the Town Center Joint Committee of its status as such.

q. "*Owner*" means the record owner, whether one or more Persons, of a Unit, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

r. "*Owner Invitee*" means an Owner's guest, occupant, invitee, tenant, agent, or employee.

s. "*Person*" means a natural person, a corporation, a partnership, a trustee, or any other legal entity.

t. "*Property*" means the real property described in Exhibit A attached hereto, together with such additional property as is hereafter submitted to this Declaration, from time to time.

u. "*Residential Center Declaration*" means that Declaration of Covenants, Conditions, and Restrictions for the Reston Residential Center recorded in Deed Book 8238 at Page 1350 among the Land Records, as amended from time to time.

v. "*Residential Representative*" means the individual elected to serve on the Board of Directors pursuant to the provisions of Section 4.1 to represent the Residential Units.

w. "*Residential Unit*" means any Unit zoned for residential use; provided, however, that neither apartment buildings or complexes (including those structured as condominiums, cooperatives, or any similar structure), nor the dwelling units within such buildings or complexes, shall be deemed or constitute a Residential Unit; provided, further, that a Residential Unit otherwise leased by its Owner shall not change the classification of that Unit as a Residential Unit. By way of illustration, but not limitation, condominium units, zero lot line homes, duplexes, triplexes, and townhouses zoned for residential use shall constitute Residential Units.

x. "*Reston Residential Center*" means real property now or hereafter made subject to the Residential Center Declaration.

y. "*Reston Town Center*" means real property now or hereafter made subject to the Residential Center Declaration, Urban Core Declaration, Industrial Declaration, this Declaration, or any other center or association subject to the Town Center Governing Documents.

z. "*Reston Town Center Industrial*" means real property now or hereafter made subject to the Industrial Declaration.

aa. "*Reston Urban Core*" means real property now or hereafter made subject to the Urban Core Declaration.

bb. "*RTC Mixed-Use Center*" means real property now or hereafter made subject to this Declaration.

cc. "*Rules and Regulations*" means those rules and regulations adopted by the Board of Directors from time to time pursuant to the Town Center Bylaws.

dd. "*Town Center Articles*" means the Articles of Incorporation of the Town Center Joint Committee, as amended from time to time.

ee. "*Town Center Bylaws*" means the Bylaws of the Town Center Joint Committee, as amended from time to time.

ff. "*Town Center Governing Documents*" means the Town Center Articles, Town Center Bylaws, Design Guidelines, and Rules and Regulations, all of which by reference hereto are deemed incorporated into this Declaration.

gg. "*Town Center Joint Committee*" means the Reston Town Center Joint Committee, Inc., a Virginia nonstock corporation, also doing business as Reston Town Center Association, which, in accordance with the Town Center Governing Documents, is the operating and managing entity for Reston Town Center.

hh. "*Unit*" means a portion of the Property designated as a separate subdivided lot, parcel, or unit of record held in separate ownership and includes any improvements thereon. A Unit does not include Common Area.

ii. "*Urban Core Declaration*" means the Declaration of Covenants, Conditions and Restrictions for Reston Urban Core Association recorded in Deed Book 7006 at Page 1862 among the Land Records, as amended from time to time.

Section 1.2. Construction.

(a) Captions; Cross-references. The captions are inserted only for reference, and in no way define, limit, or otherwise affect the scope, meaning, or effect of any provision in this Declaration. All cross-references are to this Declaration unless otherwise indicated. All references to certain documents in Section 1.1 shall include exhibits to such documents, as amended from time to time.

(b) Pronouns. The use of the masculine gender 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.

(c) Severability. Each provision of the Declaration is severable from every other provision, and the invalidity of any one or more provisions shall not change the meaning or otherwise affect any other provision. To the extent that any provision of the Declaration is found to be overly broad or unenforceable and a narrower or partially enforceable construction may be given to such provision, then the narrower or partially enforceable construction shall be applied and, to the extent practicable, the provision shall be enforced.

(d) Interpretation. The Board of Directors shall have authority to interpret this Declaration to resolve any ambiguities or inconsistencies contained herein.

Section 1.3. Use of Technology. Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted by law now or in the future: (1) any notice required to be sent or received, (2) any signature, vote, ballot, consent, or approval required to be obtained, or (3) any payment required to be made, may be accomplished using the most advanced technology available at that time if such use is a generally accepted business practice. This section shall govern the use of technology in implementing the provisions of this Declaration.

(a) Electronic Means. To the extent permitted by law, the Town Center Joint Committee, the Directors, the Officers, the management agent, and the Owners may perform any obligation or exercise any right by use of any technological means providing sufficient security, reliability, identification, and verifiability. Acceptable technological means shall include without limitation electronic communication over the internet or other network, whether by direct connection, intranet, telecopier, telephone, or e-mail.

(b) Signature Requirements. A digital signature meeting the requirements of applicable law shall satisfy any requirement for a signature under this Declaration.

(c) Electronic Funds Transfer. Payment of all sums to and from the Town Center Joint Committee, the Cluster Associations, and the Owners may be made, if permitted by the Board of Directors, by electronic transfer of funds creating a record evidencing the transaction for the period such record would be required to be available in non-electronic form.

(d) Voting, Approval, and Consent. Voting, approval, and consent under this Declaration may be accomplished by electronic means, provided that a record is created as evidence thereof and maintained as long as such record would be required to be maintained in non-electronic form, and subject to any Rules and Regulations adopted by the Board of Directors.

Section 1.4. Covenants Run with the Land. The Property shall be held, conveyed, acquired, and encumbered subject to the terms and provisions of this Declaration and the Town Center Governing Documents, all of which shall run with the land in perpetuity and shall bind



and inure to the benefit of the Town Center Joint Committee and all Persons who may now or hereafter own or acquire any right, title, estate, or interest in or to any of the Property, or who may now or hereafter occupy or enter upon any portion of the Property.

**ARTICLE II**  
**RTC MIXED-USE CENTER**

Section 2.1. Purpose. The RTC Mixed-Use Center has been designed to provide a high-quality, mixed-use environment for living in, working in, and visiting Reston Town Center. This Declaration, the Town Center Governing Documents, and the Town Center Joint Committee are the principal means of achieving such high standards of quality.

Section 2.2. Town Center Joint Committee. The Town Center Joint Committee shall have all the powers and duties as set forth in this Declaration, pertinent provisions of the Act, the Town Center Articles, and the Town Center Bylaws.

Section 2.3. No Members. The RTC Mixed-Use Center has no members and is not subject to the jurisdiction of a common interest community association. Notwithstanding, Property subject to this Declaration may be subject to the jurisdiction of a Cluster Association and other covenants and restrictions recorded among the Land Records.

**ARTICLE III**  
**MAINTENANCE**

Section 3.1. Cluster Association Responsibility. Each Cluster Association shall maintain, improve, and beautify, for the common use of all of the members of such Cluster Association, their families, guests, occupants, and invitees, those portions of the Cluster Property for which the Cluster Association is responsible pursuant to the Cluster Association governing documents and in a manner consistent with the standards established by this Declaration and the Town Center Governing Documents.

Section 3.2. Owner's Responsibility. Each Owner shall maintain the Owner's Unit in a manner consistent with the standards established by this Declaration and the Town Center Governing Documents.

**ARTICLE IV**  
**REPRESENTATION**

Section 4.1. Representation. The RTC Mixed-Use Center shall have two representatives to the Board of Directors, one representing and elected by the Owners of Commercial Units (the Commercial Representative) and one representing and elected by the Owners of Residential Units (the Residential Representative), all as more specifically detailed below. Owners, through their elected Residential or Commercial Representative (as applicable), shall participate on the Board of Directors to the fullest extent permitted by the Town Center Bylaws, and the Owners, the Cluster Associations, and any such elected representatives shall actively cooperate with the Town Center Joint Committee.

Section 4.2. Qualifications and Terms. Qualifications for and terms of service on the Board of Directors for the Residential Representative and the Commercial Representative shall be as set forth in the Town Center Bylaws.

Section 4.3. Elections. Except as provided in this Article IV, election of the Residential Representative and the Commercial Representative shall be conducted as specified in the Town Center Bylaws. The persons receiving the greatest number of votes cast in such elections shall serve as the Residential Representative and the Commercial Representative, as the case may be.

Section 4.4. Voting. Only Owners of those Units that are not exempt from the Assessment for Common Expenses shall be entitled to vote in such elections, with Owner votes calculated as follows:

(a) Commercial Units. A weighted vote equal to that Commercial Unit's total Land Points and Building Points (combined) as those terms are defined in and calculated pursuant to Exhibit B of the Town Center Bylaws.

(b) Residential Units. One vote per Residential Unit owned by such Owner.

In all events votes shall be cast by the Owner (or by a Person with authority to vote on behalf of the Owner, provided that, prior to or in connection with the casting of such vote, such authority is communicated to and can be reasonably verified by the Town Center Joint Committee). When more than one Person holds ownership in a Unit, the vote for such Unit shall be exercised as those Owners determine amongst themselves so long as they advise the Town Center Joint Committee prior to or in connection with the casting of such vote. In the absence of such advice, the Unit's vote shall not be counted if more than one Person seeks to exercise that vote and those votes are inconsistent or the Town Center Joint Committee cannot reasonably determine which is the correctly cast vote. If only one vote is cast in such situations of multiple ownership, there shall be a presumption that the Person is voting on behalf of all Owners of the Unit.

## **ARTICLE V** **ASSESSMENTS**

Section 5.1. Obligation. Each Owner by acceptance of a deed is deemed to covenant and agree to pay Assessments to the Town Center Joint Committee as set forth herein.

Section 5.2. Types of Assessments.

(a) Common Expenses. Each Unit shall pay annual assessments for such Unit's share of the Common Expenses of the Town Center Joint Committee in accordance with the Town Center Bylaws, computed in accordance with Exhibit B of the Town Center Bylaws; provided, however, that property owned by a Cluster Association comprised of Residential Units

shall not be included in determining assessments pursuant to such Exhibit B.

(b) Town Center Arts Fund. Assessments for the Town Center Arts Fund, as described in the Town Center Bylaws, may be imposed upon Commercial Units, pursuant to the terms and provisions of the Town Center Bylaws. No assessment for the Town Center Arts Fund may be imposed upon Residential Units.

(c) Special Assessments. The Town Center Joint Committee may levy special assessments from time to time on some or all of the Units in accordance with the Town Center Bylaws, computed in accordance with Exhibit B of the Town Center Bylaws.

(d) Other. The Town Center Joint Committee may levy all such other assessments as authorized pursuant to the Town Center Bylaws.

Section 5.3. Personal Obligation. All Assessments and other amounts due (including without limitation interest, costs, late charges, and reasonable attorney's fees) pursuant to this Declaration or the Town Center Bylaws shall be the personal obligation of the Person who was the record Owner of such Unit at the time the assessment arose, and in the event of a transfer of title to such Unit, the Unit grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance.

Section 5.4. Due Dates. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors. Unless the Board of Directors otherwise provides, annual assessments shall be paid in quarterly installments. In the case of Units that are subject to a Cluster Association, the Cluster Association shall be responsible for collecting and paying to the Town Center Joint Committee all Assessments due from Units which are part of the respective Cluster Property, without prejudice to the right of the Town Center Joint Committee to collect such Assessments directly from the Owner of a Unit in the event that a Cluster Association does not pay such Assessments when due.

Section 5.5. Limitations on Assessments. Notwithstanding anything to the contrary contained herein, in no event shall any Unit be assessed in any one year an aggregate amount (including special assessments) greater than twenty-five one hundredths of one percent (.25%) of the assessed value of such Unit for real estate tax purposes in Fairfax County, Virginia, unless approved in a vote or writing, or any combination thereof, by a majority of the Owners of Residential Units and a majority of Owners of Commercial Units that are not exempt from the Assessment for Common Expenses. In determining such majorities, votes from Residential and Commercial Units shall be calculated as set forth in Section 4.4 herein. There shall be no carry forward or carry back of Assessments if this limitation is reached in any fiscal year.

Section 5.6. Date of Commencement of Assessments. The obligation to pay Assessments shall commence as to each Unit on the date the Unit becomes subject to this Declaration. Assessments on the Unit shall be prorated as appropriate.

Section 5.7. Lien. All Assessments and other amounts due pursuant to this Declaration shall constitute a lien on each Unit, and upon recording of a notice of lien, shall be prior and

superior to all other liens except (a) all taxes, bonds, assessments, and other levies which, by law, would be superior thereto, and (b) the lien or charge of any Mortgagee. Such Assessments shall also constitute a lien on all or any portion of the Property to the extent that all or a portion of an Assessment is unpaid by a Cluster Association on behalf of the Owners of any portion of the Cluster Property. The lien rights created in this Declaration are for the benefit of the Town Center Joint Committee.

Section 5.8. Foreclosure. The Town Center Joint Committee shall have authority to bid for the Unit at foreclosure sale to enforce its lien, and to acquire and hold, lease, mortgage, and convey the Unit. During the period owned by the Town Center Joint Committee following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no Assessment shall be assessed or levied on it; and (c) each other Unit in the RTC Mixed-Use Center shall be charged, in addition to its usual Assessment, its pro rata share of the Assessment that would have been charged such Unit had it not been acquired by the Town Center Joint Committee as a result of foreclosure.

Section 5.9. Remedies Cumulative. A suit to recover a money judgment for unpaid Assessments and any other amounts due to the Town Center Joint Committee may be pursued without foreclosing or waiving the lien securing the same, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

**ARTICLE VI**  
**DESIGN STANDARDS**

Section 6.1. Design Review. Pursuant to the Town Center Governing Documents, the Design Review Board shall have exclusive jurisdiction over all original exterior construction on any portion of the Property now or hereafter made a part of Reston Town Center (except with respect to interior design and interior construction). The Design Review Board also shall have exclusive jurisdiction over exterior modifications, additions, or alterations made on or to any Unit (and any structures containing same), and the open space, if any, appurtenant thereto, Cluster Property common area or common element, and Common Area. The Design Review Board shall not unreasonably withhold or condition approval of submitted plans. The Design Review Board shall act upon any application in accordance with the Town Center Bylaws.

Section 6.2. Amendment. The Design Guidelines may be reasonably amended from time to time by the Design Review Board, all as prescribed and permitted under the Town Center Bylaws; provided, however, that no amendment to the Design Guidelines shall be applied to require the alteration of any improvements constructed in compliance with the Design Guidelines as they existed at the time of such construction (unless safety requires such alteration), nor shall any amendment to the Design Guidelines reduce the standard of quality established with the initial construction on any portion of the Property.

Section 6.3. Other Design Standards. Rules and restrictions established by Cluster Associations or by Owners with respect to Units must be consistent with those enacted or promulgated in accordance with this Declaration.

**ARTICLE VII**  
**PROTECTIVE COVENANTS**

Section 7.1. Permitted Use. All portions of the Property shall be used and occupied in compliance with this Declaration and the Town Center Governing Documents and applicable law.

Section 7.2. Legal Uses. The Property shall be used and occupied for any purpose permitted in the development plan for which such Property is zoned and designed and that is permitted by local zoning ordinance and is in compliance with pertinent laws.

**ARTICLE VIII**  
**COMPLIANCE**

Section 8.1. Relief. Each Owner is governed by and shall comply with all terms of this Declaration and the Town Center Governing Documents. Any default by an Owner or Owner Invitee shall entitle the Town Center Joint Committee, acting through its Board of Directors or through its managing agent or manager, to the following relief.

(a) Additional Liability. Any costs, including without limitation legal fees, incurred as a result of an Owner's or Owner Invitee's failure to comply with this Declaration and the Town Center Governing Documents, may be assessed against such Owner's Unit.

(b) Costs and Attorneys' Fees. In the event the Town Center Joint Committee employs an attorney to enforce violations of this Declaration or the Town Center Governing Documents by Owners or Owner Invitees, including but not limited to the non-payment of Assessments, the respective Owner shall be personally responsible for and shall pay actual attorneys' fees and costs, as well as court costs, if any, incurred or paid by the Town Center Joint Committee, even if a lawsuit has not been filed, in addition to any other amounts due to the Town Center Joint Committee from such Owner.

(c) Administrative Charges. In addition to other charges the Town Center Joint Committee is entitled to levy pursuant to this Declaration and the Town Center Governing Documents, the Town Center Joint Committee may levy and collect administrative charges or any other fees imposed or incurred by the Town Center Joint Committee for or related to violations of this Declaration or the Town Center Governing Documents, or the enforcement thereof, or for or related to the operation and administration of the RTC Mixed-Use Center, Reston Town Center or the Town Center Joint Committee, or the provision of services as contemplated by this Declaration or the Town Center Governing Documents.

(d) Abating and Enjoining Violations by Owners. Any violation of this Declaration or the Town Center Governing Documents shall give the Board of Directors the right to (i) use self-help to remove or cure any violation of this Declaration or the Town Center Governing Documents, at the Owner's sole expense, and the Board of Directors shall not hereby be deemed guilty in any manner of trespass and (ii) to enjoin, abate, or remedy by appropriate

legal proceedings, either at law or in equity, the continuance of any such breach; provided, however, that before any construction may be altered or demolished (except in emergencies), judicial proceedings shall be instituted, unless the Owner has consented to such alteration or demolition.

(e) Other Charges. The Board of Directors may levy reasonable charges against Owners for violations of this Declaration or the Town Center Governing Documents by the Owner or Owner Invitee. No charge may be levied in an amount more than the maximum permitted by law.

(f) Other Remedies. The Board of Directors may suspend or revoke an Owner's privileges and rights of use to the Common Area (provided, however, that such suspension or revocation does not preclude access to the Owner's Unit), an Owner's right to vote or consent to matters contemplated under this Declaration, and an Owner's right to be elected to or to serve as a Residential Representative or a Commercial Representative if any amount to the Association is delinquent more than sixty days or for any other violation of this Declaration or the Town Center Governing Documents.

(g) Acceleration. In any case where an Assessment against an Owner is payable in installments, upon a default by such Owner in the timely payment of any two consecutive installments, the maturity of the remaining total of the unpaid installments of such Assessments may be accelerated, according to policy established by the Board of Directors, and the entire balance of such Assessment may be declared due and payable in full by the service of notice to such effect upon the defaulting Owner by the Board of Directors.

(h) Legal Proceedings. Failure to comply with any of the terms of this Declaration and the Town Center Governing Documents shall be grounds for relief, including but not limited to an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all Assessments, any other relief provided for in this Declaration, or any combination thereof, and any other relief afforded by a court of competent jurisdiction.

Section 8.2. Enforcement. Notwithstanding anything to the contrary contained herein, any violation of this Declaration or the Town Center Governing Documents shall be enforced by the Town Center Joint Committee in accordance with the Town Center Bylaws.

Section 8.3. No Waiver of Rights. The failure of the Town Center Joint Committee or the Board of Directors to enforce any right, provision, covenant, or condition granted by this Declaration or the Town Center Governing Documents shall not constitute a waiver of the right to enforce such right, provision, covenant, or condition in the future. All rights, remedies, and privileges granted to the Town Center Joint Committee or the Board of Directors pursuant to any term, provision, covenant, or condition of this Declaration or the Town Center Governing Documents is cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising such other privileges as may be granted by this Declaration or the Town Center Governing Documents or as a matter of law.

**ARTICLE IX  
DEVELOPMENT**

Section 9.1. Expansion. Pursuant to and as permitted in the Town Center Bylaws, the Board of Directors, with the written consent of the owner of real estate to be submitted, may submit additional real estate to the provisions of this Declaration. Upon submission of real estate to this Declaration, the provisions of this Declaration shall apply to the real estate thereby submitted as if such real estate were originally part of the property described in Exhibit A.

Section 9.2. Withdrawal. Pursuant to and as permitted in the Town Center Bylaws, the Board of Directors, with the written consent of the Owner of that portion of the Property to be withdrawn, may withdraw any portion of the Property from the provisions of this Declaration.

Section 9.3. Recordation. Upon satisfying the requirements set forth in Section 9.1 or Section 9.2, as applicable, real estate may be submitted to or withdrawn from the provisions of this Declaration upon recordation of an amendment to this Declaration among the Land Records. The Town Center Joint Committee must be a party to any such amendment. Any amendment submitting land to this Declaration may contain such additional covenants and restrictions as may be necessary to, without limitation, reflect jurisdictional or other requirements and the different characteristics of the property being submitted or the land uses.

**ARTICLE X  
AMENDMENT**

Section 10.1. Amendment. Except as pertains to annexation or withdrawal of Property subject to this Declaration, which is governed by Article IX herein, this Declaration may be amended only upon majority vote of the Board of Directors.

Section 10.2. Procedure. Upon satisfying the requirements set forth in Section 10.1, any approved amendments to this Declaration must be evidenced by a written document executed by a duly authorized officer of the Town Center Joint Committee and recorded among the Land Records.

Section 10.3. Validity. An action to challenge the validity of an amendment adopted pursuant to this Article may not be brought more than one year after the amendment is recorded among the Land Records.

**ARTICLE XI  
TERMINATION**

Section 11.1. Termination. This Declaration may be terminated upon majority vote of the Board of Directors.

Section 11.2. Procedure. Upon satisfying the requirements set forth in Section 11.1, any termination must be evidenced in a written document executed by a duly authorized officer of the Town Center Joint Committee and recorded among the Land Records.

**ARTICLE XII**  
**CERTIFICATE OF COMPLIANCE**

Upon written request from any Owner or Mortgagee, the Town Center Joint Committee shall confirm in writing to such Owner or Mortgagee or other Person specified in the request: (a) whether the Owner or the Owner's Unit is in violation of any portion of this Declaration or the Town Center Governing Documents and, if so, describe the nature of the violation; and (b) any amounts due and owing to the Town Center Joint Committee, the due dates of such amounts, and the status of their payment. The Town Center Joint Committee may charge a reasonable fee to cover costs of providing this certificate. A Mortgagee shall have the right (but not the obligation) to cure any violation by an Owner who owns a Unit subject to the respective Mortgage.

[SIGNATURES ON FOLLOWING PAGES]





RESTON TOWN CENTER JOINT  
COMMITTEE, INC.

By: *Denise Hogan*  
Name: DENISE HOGAN  
Title: RESIDENT

Commonwealth OF Virginia )  
 ) SS:  
COUNTY/CITY OF Fairfax )

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Denise Hogan, President of the RESTON TOWN CENTER JOINT COMMITTEE, whose name is signed to the foregoing instrument, has acknowledged the same before me in the aforesaid jurisdiction, on behalf of the company.

GIVEN under my hand and seal on January 4, 2018.

Hollen Melissa Kimmel [SEAL]  
Notary Public

My commission expires: September 30, 2020  
Notary Registration Number: 7706667



Exhibit A

Unit 4, RTC Block 4 Condominium, being more particularly described by the Declaration for RTC Block 4 Condominium and exhibits recorded in Decd Book 25309 at Page 1574 among the Fairfax County, Virginia land records.