

# *DECLARATIONS*

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
RESTON RESIDENTIAL CENTER

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- TABLE OF CONTENTS -

	<u>Page</u>
I. DEFINITIONS	1
1.1. Cluster.....	1
1.2. Common Area.....	2
1.3. Common Expenses.....	2
1.4. Community-Wide Standard.....	2
1.5. Declarant.....	2
1.6. Mortgage.....	2
1.7. Mortgagee.....	2
1.8. Mortgagor.....	2
1.9. Nonresidential Unit.....	2
1.10. Owner.....	2
1.11. Person.....	3
1.12. Properties or Property.....	3
1.13. Residential Unit.....	3
1.14. Reston Residential Center.....	3
1.15. Reston Town Center or Town Center of Reston, Virginia, or Town Center.....	3
1.16. Reston Town Center Industrial .....	3
1.17. Reston Town Center Joint Committee or Town Center Joint Committee.....	3
1.18. Reston Urban Core .....	3
1.19. Unit.....	4
II. MEMBERSHIP	4
2.1. Cluster Membership and Assessments.....	4
2.2. Owners' Easements.....	4
III. MAINTENANCE	4
3.1. Cluster's Responsibility.....	4
3.2. Owner's Responsibility.....	4
IV. ANNEXATION OF ADDITIONAL PROPERTY	5
4.1. Annexation Without Approval of Owners.....	5
4.2. Annexation With Approval of Owners Other Than Declarant.....	5
4.3. Amendment.....	6
V. RIGHTS AND OBLIGATIONS	6
5.1. Rules and Regulations.....	6
5.2. Town Center Joint Committee.....	6

	<u>Page</u>
VI. ASSESSMENTS	6
6.1. Creation of Assessments.....	6
6.2. Computation of Assessments for Common Expenses of Joint Committee.....	7
6.3. Special Assessments.....	7
6.4. Limitation on Assessments.....	7
6.5. Lien for Assessments.....	8
6.6. Date of Commencement of Assessments.....	8
6.7. Declarant's Obligation to Pay Assessments.....	9
6.8. Exempt Property.....	9
VII. DESIGN STANDARDS	9
VIII. USE RESTRICTIONS	10
IX. DECLARANT'S RIGHTS	10
X. GENERAL PROVISIONS	11
10.1. Coverage.....	11
10.2. Amendment.....	11
10.3. Owner's Right to Ingress, Egress, and Support.....	12
10.4. Easements of Encroachment.....	12
- 10.5. Easements for Utilities, Etc.....	12
10.6. Severability.....	13
10.7. Perpetuities.....	13
10.8. Mortgagee Rights.....	13
10.9. Estoppel Certificates.....	14

- TABLE OF EXHIBITS -

<u>Exhibit</u>		<u>Page First</u> <u>Appearing</u>
"A"	Property Submitted	1
"B"	Additional Property	2

## DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

## RESTON RESIDENTIAL CENTER

This Declaration of Covenants, Conditions, and Restrictions is made this 35<sup>th</sup> day of August, 1992, by Reston Land Corporation, a Delaware corporation qualified to do business in Virginia (hereinafter referred to as "Declarant").

Declarant is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference. Declarant intends by this Declaration to impose upon the Properties mutually beneficial restrictions under a general plan of improvement for the benefit of all Owners of property within Reston Residential Center. Declarant further desires to provide a flexible and reasonable procedure for the overall development of Reston Residential Center and the interrelationships of the Owners, occupiers, and users of property within Reston Town Center. Declarant also desires to establish a method for the administration, maintenance, preservation, use, and enjoyment of such Properties as are now or may hereafter be subjected to this Declaration;

Declarant hereby declares that all of the Properties described in Exhibit "A" and any additional property as may by amendment be added to and subjected to this Declaration shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property subjected to this Declaration and which shall be binding on all parties having any right, title, or interest in the described Properties or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each Owner thereof.

Article I  
Definitions

1.1. "Cluster": Separately designated, developed residential areas comprised of various types of housing which are initially or by amendment made subject to this Declaration: for example, and by way of illustration and not limitation, a condominium, a fee simple townhome development, a zero lot line home development, or a single-family detached housing subdivision. All Residential Units subject to this Declaration shall be designated as a part of an existing Cluster or as a separate, distinct Cluster not later than the date upon which a certificate of occupancy is issued for the residential dwelling thereon. Each Cluster shall be managed by and subject to the jurisdiction of a separate owners

association ("Cluster Association"), pursuant to an additional declaration of covenants or similar instrument filed in the land records of Fairfax County, Virginia ("Cluster Declaration").

1.2. "Common Area": All real and personal property which Reston Urban Core Association, Inc. or the Town Center Joint Committee may now or hereafter own on behalf of the Owners for the common use and enjoyment of such Owners.

1.3. "Common Expenses": 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 By-Laws of Town Center Joint Committee.

1.4. "Community-Wide Standard": The standard of conduct, maintenance, or other activity generally prevailing in Town Center of Reston, Virginia. Such standard may be more specifically determined by the Board of Directors.

1.5. "Declarant": Reston Land Corporation, a Delaware corporation, or its successors, successors-in-title, or assigns who take title to substantially all of the undeveloped or unsold property described in Exhibits "A" or "B" for the purpose of development or sale and who are designated as the Declarant hereunder in a recorded instrument executed by the immediately preceding Declarant.

1.6. "Mortgage": A mortgage, a deed of trust, a deed to secure debt, a security deed, or any similar instrument granting the holder thereof an interest in property as security for the performance of an obligation.

1.7. "Mortgagee": A beneficiary or holder of a Mortgage.

1.8. "Mortgagor": The grantor of a Mortgage.

1.9. "Nonresidential Unit": Any portion of the Properties, whether improved or unimproved, which may be independently owned, conveyed, developed and used for nonresidential purposes consistent with this Declaration, but shall not include Common Area or property dedicated to the public. By way of illustration and not limitation, Nonresidential Units might include day care centers, schools, churches and other property devoted to nonresidential uses which the Declarant or the board of directors of the Town Center Joint Committee deems to be consistent with the residential character of Reston Residential Center pursuant to Article VIII hereof.

1.10. "Owner": The record owner, whether one (1) or more Persons, of any Unit which is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation; provided, however, the term "Owner" shall include a representative of the Owner if a written instrument signed by the record owner expressly so provides, and is on file with the Town Center Joint Committee. If a Residential Unit is sold under a recorded contract of sale which so provides, the purchaser (rather than the fee owner) will be considered the Owner.

1.11. "Person": A natural person, a corporation, a partnership, a trustee, or any other legal entity.

1.12. "Properties" or "Property": The real property described in Exhibit "A" attached hereto, together with such additional property as is hereafter annexed to this Declaration in accordance with the terms hereof.

1.13. "Residential Unit": A portion of the Properties, whether improved or unimproved, intended for any type of independent ownership for development, use and occupancy as a residence and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) condominium units, apartment units, zero lot line homes, duplexes, triplexes, and townhouses, all as may be developed, used, and defined in accordance with this Declaration or amendments thereto covering all or a part of the Properties. The term shall include all portions of the lot owned as well as any structure thereon; provided, further, each apartment unit within an apartment building shall be deemed a Residential Unit, but the apartment building itself shall not be or constitute a Residential Unit.

1.14. "Reston Residential Center": The real property described on Exhibit "A", attached hereto and by reference made a part hereof, together with such additional property as is annexed hereto by amendment in accordance with the provisions contained herein. Reston Residential Center shall be a residential use area within Town Center.

1.15. "Reston Town Center" or "Town Center of Reston, Virginia" or "Town Center": The real property now or hereafter made subject to the Urban Core Declaration, the Industrial Declaration or this Declaration in accordance with the provisions contained in those respective declarations. The Town Center shall be a mixed use activity area containing residential and nonresidential uses.

1.16. "Reston Town Center Industrial": The real property now or hereafter made subject to the Declaration of Covenants, Conditions and Restrictions for Reston Town Center Industrial recorded or to be recorded in the Fairfax County, Virginia public records (the "Industrial Declaration"), in accordance with the terms thereof. Reston Town Center Industrial shall be a commercial and industrial use area within Town Center.

1.17. "Reston Town Center Joint Committee" or "Town Center Joint Committee": Reston Town Center Joint Committee, a Virginia non-stock, non-profit corporation, which, in accordance with its Articles of Incorporation and By-Laws, is the operating and managing entity for Town Center.

1.18. "Reston Urban Core": The real property now or hereafter made subject to the Declaration of Covenants, Conditions, and Restrictions for the Reston Urban Core Association recorded in Deed Book 7006 at Page 1862 among the land records of Fairfax County, Virginia, (the "Urban Core Declaration") in accordance with the terms thereof. Reston Urban Core shall be a business and mixed use area within Town Center.



1.19. "Unit": An inclusive term referring to both Residential Units and Nonresidential Units.

## Article II Membership

2.1. Cluster Membership and Assessments. The Owner of each Residential Unit shall be, by virtue of such ownership, a member of the Cluster Association created for the Cluster of which such Residential Unit is a part and shall be entitled to vote in and shall be responsible for assessments by such Cluster Association, all as may be provided in any Cluster Declaration and by-laws for that Cluster Association. Owners of Nonresidential Units shall not be members of a Cluster Association.

2.2. Owners' Easements. The Owners shall have a right and easement of enjoyment in and to the Common Area subject to the Declaration of Covenants, Conditions, and Restrictions for the Reston Urban Core Association, any amendment to this Declaration or to the Declaration of Covenants, Conditions, and Restrictions for the Reston Urban Core Association, or any deed conveying property to Reston Urban Core Association, Inc. which by its terms specifically establishes rights and easements benefitting the public.

## Article III Maintenance

3.1. Clusters' Responsibility. Each Cluster Association shall take title to and shall hold, maintain, improve, and beautify, without profit to itself, for the common use of all of the members of such Cluster Association, their families, guests, and invitees, such parking areas, streets, open spaces, paths, and other facilities as from time to time may be conveyed to it. In discharging its responsibilities under this Section, a Cluster Association is specifically authorized to enter into contracts with the Town Center Joint Committee for the purpose of performing the work and services outlined in this Section.

3.2. Owner's Responsibility. Each Owner shall maintain his Unit and all structures, parking areas, and other improvements within the Unit in a manner consistent with the standards established by this Declaration, any applicable Cluster Declaration, the Design Guidelines and other resolutions of the Town Center Design Review Board. If the Owner does not perform such maintenance in accordance with the highest standards established by the foregoing documents, the Town Center Joint Committee may perform it and assess the Owner the full amount of the costs thereof; provided, however, except in an emergency situation, the Town Center Joint Committee shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry.

**Article IV**  
**Annexation of Additional Property**

4.1. Annexation Without Approval of Owners. As the owner or, if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege, and option, from time to time at any time until December 31, 2018, to subject to the provisions of this Declaration and the jurisdiction of the Association all or any portion of the real property described in Exhibit "B", attached hereto and by reference made a part hereof, whether held in fee simple or by leasehold, by filing in the Fairfax County, Virginia, public records an amendment annexing such Properties. Such amendment to this Declaration shall not require the vote of Owners. Any such annexation shall be effective upon the filing of record of such amendment unless otherwise provided therein.

Declarant shall have the unilateral right to transfer to any other Person the right, privilege, and option to annex additional property which is herein reserved, provided such transfer is memorialized in a written, recorded instrument.

4.2. Annexation With Approval of Owners Other Than Declarant. Subject to the written consent of the owner of the property, the Declarant may annex property other than that described on Exhibit "B" and may annex additional property after the expiration of the time set forth in Section 4.1, provided the Declarant has the consent of a majority of the total votes of Owners subject to assessment pursuant to Article VI other than votes held by Declarant. Such consent may be by vote or in writing. Such annexation would be accomplished by filing in the Fairfax County, Virginia, public records an amendment describing the property being annexed.

Any such amendment shall be signed by the Reston Residential Center's representative on the board of directors of the Reston Town Center Joint Committee and shall be attested to by the Secretary of the Town Center Joint Committee, who shall have no power of approval or disapproval of the decision, but who shall attest to the lawful adoption of the amendment only. The owner of the properties being annexed shall sign the amendment. Such annexation shall be effective upon filing unless otherwise provided therein.

Upon the written request of the Declarant, or the owner of the property to be annexed, or of twenty-five (25%) percent of the Owners subject to assessment pursuant to Article VI, the Town Center Joint Committee shall call and conduct a meeting of all Owners to consider and to vote upon proposed amendments annexing property to this Declaration in accordance with this Section 4.2. At such meeting, the presence in person or by proxy of Owners of forty (40%) percent of the Units subject to assessment pursuant to Article VI other than the Units owned by Declarant shall constitute a quorum. Notice of the meeting shall be provided not less than ten (10) nor more than thirty (30) days prior to the meeting itself and shall state the date, time and location of the meeting in Reston, Virginia.

4.3. Amendment. This Article shall not be amended without the Declarant's written consent so long as the Declarant owns any property described in Exhibits "A" or "B".

#### Article V Rights and Obligations

5.1. Rules and Regulations. The Reston Town Center Joint Committee, through its board of directors, may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration; provided, no such rule or regulation shall unreasonably interfere with normal and customary management of any rental and/or condominium unit which may be subject to this Declaration nor shall it unreasonably interfere with normal and customary operation of any Nonresidential Unit. Sanctions may include reasonable monetary fines and the suspension of the right to use Common Area other than for direct ingress to and egress from the Unit. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances or unreasonable sources of annoyance.

5.2. Town Center Joint Committee. The Owners, through their elected representative or representatives, shall participate on the board of directors of the Town Center Joint Committee to the fullest extent permitted by the By-Laws of the Town Center Joint Committee, and the Owners, the Cluster Associations, and any elected representatives shall actively cooperate with the Town Center Joint Committee. This cooperation shall include, but shall not be limited to, the payment of assessments to the Town Center Joint Committee as provided in the following Article.

#### Article VI Assessments

6.1. Creation of Assessments. There are hereby authorized assessments against each Unit for such Unit's share of the common expenses of the Town Center Joint Committee, computed in accordance with Section 6.2. While the Declarant appoints a majority of the board of directors of the Town Center Joint Committee, no assessments shall be imposed for the original construction or installation of capital improvements by Declarant. Assessments may be imposed for replacement or reconstruction of improvements originally constructed or installed by Declarant or others. No assessments shall be imposed with respect to any land or improvements located within the Reston Urban Core or Reston Town Center Industrial areas or for the Town Center Arts Fund.

Each Owner, by acceptance of a deed, is deemed to covenant and agree to pay these assessments. All such assessments, together with interest from the due date of such assessment at a rate determined from time to time by the board of directors of the Town Center Joint Committee (but not to exceed the highest rate allowable under the laws of Virginia from time to time), costs, and reasonable attorney's fees, shall be a charge on

the land and shall be a continuing lien upon the Unit against which each assessment is made. In addition, the lien shall include reasonable late charges if determined by the board of directors of the Town Center Joint Committee.

Each such assessment, together with interest, costs, late charges, and reasonable attorney's fees, shall also 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, its grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance.

Assessments shall be paid in such manner and on such dates as may be fixed by the board of directors of the Town Center Joint Committee, which may include, without limitation, acceleration of the annual assessment for delinquents. Unless such board otherwise provides, the annual assessment shall be paid in quarterly installments. In the case of Residential Units which are part of a Cluster Association, the Cluster Association shall be responsible for collecting and paying over to the Town Center Joint Committee all assessments due on Residential Units subject to its jurisdiction, without prejudice to the right of the Town Center Joint Committee to collect such assessments directly from the Owner of a Residential Unit in the event that a Cluster Association fails to pay such assessments when due.

6.2. Computation of Assessments for Common Expenses of Joint Committee. It shall be the duty of the board of directors of the Town Center Joint Committee, at least thirty (30) days prior to the date assessments are to be levied against the Owners, to prepare a budget covering the estimated costs to be incurred by the Committee in performing its responsibilities during the coming year. The budget shall become effective upon approval of five (5) of the nine (9) members of the board of directors of the Town Center Joint Committee. Such budget shall be allocated among all property in Reston Town Center subject to assessment and shall be separately assessed in accordance with Exhibit "B" of the By-Laws of Reston Town Center Joint Committee.

6.3. Special Assessments. In addition to the assessments authorized in Section 6.1, the Town Center Joint Committee may levy special assessments from time to time. So long as the aggregate of all special assessments authorized under this Section 6.3 levied against all Units subject to assessment in Reston Residential Center in the aggregate and payable in any twelve (12) month period does not exceed sixteen and seven-tenths (16 7/10%) percent (this being one sixth (1/6) of the annual assessment) of the total assessments for common expenses of the Town Center Joint Committee levied against such Units for the year in which the special assessment is passed, the Town Center Joint Committee, by majority vote of its board of directors, may impose the special assessment. If such total be exceeded, any special assessment shall be effective only with the written approval of a majority of the Owners of Units subject to this Declaration.

6.4. Limitations on Assessments. Notwithstanding the provisions of Sections 6.2 and 6.3 above, 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 (1) percent (.25%) of the assessed value of such Unit for real estate tax purposes in Fairfax County, unless approved in writing by a majority of the Owners of Units subject to this Declaration. There shall be no carry forward or carry back of assessments if this limitation is reached in any fiscal year.

6.5. Lien for Assessments. All assessments 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 first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages made in good faith and for value). The lien rights created in this Declaration are for the benefit of the Town Center Joint Committee.

Such assessments shall also constitute a lien on all or any portion of the property described in Exhibit "A" or subsequently submitted to this Declaration in accordance with its terms to the extent such property is subject to liens under applicable Virginia law and to the extent that all or a portion of the assessment is unpaid by a Cluster Association on behalf of the Owners or the individual Owners residing therein. Upon recording of a notice of lien, such 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 first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages made in good faith and for value).

The Town Center Joint Committee shall have the power to bid for the Unit at foreclosure sale to enforce its lien, and to acquire and hold, lease, mortgage and convey the same. During the period owned by the 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 Reston Residential 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 Committee as a result of foreclosure.

A suit to recover a money judgment for unpaid common expenses and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same. After notice and hearing, the Board may temporarily suspend the voting rights of an Owner who is in default of payment of any assessment.

6.6. Date of Commencement of Assessments. The obligation to pay assessments provided for herein shall commence as to each Unit on the first day of the month following the date upon which the Unit is actually occupied or a certificate of occupancy is issued therefor by the local governmental authority having jurisdiction, whichever is earlier, provided that common expenses have been incurred or are anticipated by the Town Center Joint Committee as of such date to necessitate assessments. The first annual assessment against each Unit shall be prorated as of the date assessments commence thereon.

6.7. Declarant's Obligation to Pay Assessments. Declarant shall be obligated to pay assessments on Units which it owns to the same extent as any other Owner hereunder.

6.8. Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of all assessments provided for within this Article VI, as long as the exempt use set forth below shall continue:

(a) all Common Area and all other property owned by nonprofit residential property owners associations;

(b) any property dedicated to and accepted by any governmental authority or public utility including, without limitation, public schools, public streets, public parks, fire, police, water, sewer facilities and other public safety facilities, and government buildings;

(c) all property owned and operated exclusively for and limited to religious, charitable, scientific, literary or educational purposes by nonprofit organizations recognized by the Internal Revenue Service as qualified tax exempt entities pursuant to Section 501 of the Internal Revenue Code of 1986.

(d) all property licensed by the State of Virginia and operated as child care or elderly day care facilities.

For purposes of this provision, "child care facility" and "elderly day care facility" shall be defined as a facility operated for the purpose of providing care, protection, guidance, education, entertainment, and/or recreation to a group of children separated from their parents or guardian, or to a group of elderly persons, respectively, for only a part of a 24-hour day, which facility does not serve as a permanent residence for any person.

#### Article VII Design Standards

The Reston Residential Center has been designed to provide a high quality environment for residential living in conjunction with corporate, institutional, artistic, and cultural activities. This Declaration, the Design Guidelines, and the Town Center Joint Committee are the means of achieving high standards of quality. All those associated with or impacted by the Reston Residential Center benefit from the maintenance of the design and operation standards.

All property which is now or hereafter made subject to this Declaration is subject to comprehensive design review. This review shall be in accordance with this Article, such reasonable Reston Town Center Design Guidelines as the Declarant shall prepare and the Town Center Design Review Board ("TCDRB") shall promulgate, and such other reasonable standards consistent with this Declaration as the TCDRB may promulgate. The TCDRB shall not unreasonably withhold or condition approval of submitted plans.

The TCDRB, moreover, shall act upon any application within forty-five (45) days of submission or the application shall be deemed approved.

The Design Guidelines may be reasonably amended from time to time by the TCDRB, with the written consent of Declarant so long as Declarant has an option to annex property to this Declaration, and such amendment shall not constitute an amendment to this Declaration nor require the formality thereof; provided, 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, nor shall any amendment to the Design Guidelines reduce the standard of quality established with the initial construction on the Properties. No amendment to the Design Guidelines shall be effective until thirty (30) days after written notice to the Owners or until such later date as the TCDRB shall specify in its notice to the Owners. No amendment to the TCDRB guidelines shall affect either construction in progress (if such construction has been previously approved by the TCDRB or has been implemented in substantial conformity with the Design Guidelines as they existed prior to that amendment) or plans for work previously submitted to and approved by the TCDRB.

It is specifically provided that individual Cluster Associations may promulgate additional design guidelines and architectural review procedures; provided, however, such Cluster Association design guidelines, standards and review procedures are specifically subordinated to those enacted or promulgated in accordance with this Article. The Town Center Design Review Board shall have exclusive jurisdiction and may, in its judgment, preempt design guidelines which a Cluster Association may impose.

#### Article VIII Use Restrictions

The Properties shall be used only for residential, recreational, and related purposes which may include child care facilities and elderly day care facilities, as defined in Section 6.8, churches, schools and kindergartens, activities of nonprofit residential property owners associations, and similar community services if specifically authorized by the Declarant or the board of directors of the TCJC, or as may more particularly be set forth in this Declaration or amendments hereto. The Town Center Joint Committee, acting through its board of directors, shall have standing and power to enforce use restrictions contained in this Declaration or in any Cluster Declaration.

Subject to the limitations set forth in Section 5.1 hereof, the Town Center Joint Committee, acting through its board of directors, shall have authority to make and to enforce reasonable standards and restrictions consistent with this Declaration governing the use of Units and Common Area, including the imposition of reasonable user fees for use of facilities.

#### Article IX Declarant's Rights

Any or all of the special rights and obligations of the Declarant may be transferred to a successor or successor-in-title who takes title to

substantially all of the undeveloped or unsold property described in Exhibits "A" or "B", provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Fairfax County, Virginia public records. Nothing in this Declaration shall be construed to require Declarant or any successor to develop any of the property set forth in Exhibit "B" in any manner whatsoever.

Notwithstanding any provisions contained in this Declaration to the contrary, so long as construction and initial sale of Units shall continue, it shall be expressly permissible for Declarant, and any builder approved by Declarant, to maintain and to carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Units, including, but not limited to, business offices, signs, model units, and sales offices, and the Declarant, and any builder approved by Declarant, shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use Units owned by the Declarant or the approved builder as models and sales offices.

So long as Declarant continues to have rights under this Article, no person or entity shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent thereto, not to be unreasonably withheld, conditioned, or delayed, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

This Article may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this Article shall terminate upon the earlier of (a) thirty (30) years from the date this Declaration is recorded, or (b) upon recording by Declarant of a written statement that all sales activity has ceased.

#### Article X General Provisions

10.1. Coverage. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Town Center Joint Committee and each Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns.

10.2. Amendment.

(a) Except as provided in subsection (b) below, this Declaration may be amended only by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners representing at least



two-thirds (2/3) of the total Units in Reston Residential Center, including a majority of the Units owned by Persons other than the Declarant, and the consent of the Declarant.

(b) Notwithstanding the provisions of subsection (a) above, the required percentage of voting power necessary to amend a specific provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. No amendment shall be effective until recorded among the land records of Fairfax County, Virginia. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. This Declaration shall not be amended in any manner which has a material effect on the rights or responsibilities of the Town Center Joint Committee except with the prior written consent thereof. Notwithstanding the above, any exhibit to this Declaration which expressly provides that it may unilaterally be amended by Declarant may be so amended without the consent of any Owner or other Person.

10.3. Owner's Right to Ingress, Egress, and Support. Each Owner shall have the right to ingress and egress over, upon, and across the Common Area necessary for access to its Unit, which right may be extended to his tenants, family, other occupants of the Unit and guests, and shall have the right to lateral support for such Unit, and such rights shall be appurtenant to and pass with the title to each Unit.

10.4. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Unit and such portion or portions of the Common Area adjacent thereto or as between adjacent Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Unit and the adjacent portion of the Common Area or as between said adjacent Units, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, occupant, or the Town Center Joint Committee.

10.5. Easements for Utilities, Etc. There is hereby reserved to the Declarant, so long as Declarant owns any property described in Exhibits "A" or "B", the power to grant blanket easements upon, across, over, and under all of the Properties (so long as not through a structure) for ingress, egress, installation, replacing, repairing, and maintaining master television antenna systems or other devices for sending or receiving data or other electronic signals, security, and similar systems, walkways, and all utilities, including, but not limited to, water, sewers, telephones, gas, and electricity. After Declarant no longer owns any property described on Exhibits "A" or "B", the board of directors of the Town Center Joint Committee shall have the power, upon written request, to grant such easements as may be reasonably necessary for the development of any property contained in Exhibit "B".

The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Properties, nor shall they restrict, make more costly, or otherwise interfere in any unreasonable manner with the use and development of any Unit. Nothing herein shall authorize the installation or maintenance of any equipment or facility on any portion of the Properties unless prior approval has been obtained in accordance with Article VII hereof.

The location of any such easement shall be subject to the reasonable approval of the owner of the property upon which the easement is to be situated. Upon the grant of any easement under this Article, Declarant shall (a) perform, or cause to be performed, all of the necessary work at its own cost to install any utility line or otherwise improve the easement area, (b) perform, or cause to be performed, the work with the least possible interference to the use and enjoyment of the affected property, (c) upon completion of the work, restore, or cause to be restored, the affected property to its condition prior to the commencement of the work, and (d) indemnify and hold harmless the owner of the affected property against all loss, liability, damage, and expense, including reasonable attorneys' fees and litigation costs, which that owner may suffer as a result of the performance of the work. The owner of the affected property shall have the absolute right, at its own expense, to relocate any easements granted pursuant to this Article provided that the relocation shall not cause any material disruption of use and enjoyment of the easement.

10.6. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

10.7. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

10.8. Mortgagee Rights. Despite any other provision contained in this Declaration:

In the event that any owner furnishes in writing to the Town Center Joint Committee the name and address of its Mortgagee, Declarant or the Town Center Joint Committee shall give written notice to the Mortgagee of any default of that owner in performing or observing any of the terms, conditions, or agreements contained in this Declaration. The Mortgagee shall have the right (but not the obligation) to remedy the default. Neither the Declarant nor the Town Center Joint Committee shall take any action with respect to the default, including, without limitation, any action to impose or enforce a lien against the property of the defaulting owner, unless the default remains unremedied for a period of thirty (30) days after Mortgagee's receipt of the written notice. If, however, the default is not reasonably susceptible of being remedied within thirty (30) days after Mortgagee's receipt of the notice, Mortgagee shall have such additional time to remedy or cause the remedy of the default as may be

reasonable, provided that efforts to remedy the default are commenced within the initial thirty (30) day period and are thereafter diligently prosecuted to completion.

10.9. Estoppel Certificates. Within fifteen (15) days after receipt of written request from any owner, the Town Center Joint Committee shall certify by written instrument, duly executed and acknowledged, to any Mortgagee, purchaser, or any other Person specified in the request: (a) whether this Declaration has been supplemented or amended, and, if so, the substance of the supplement or amendment; (b) whether any default exists under this Declaration, and, if so, a description of the default; (c) the then current amounts of Town Center Joint Committee assessments and the status of their payment by the requesting owner; and (d) any other matters as may be reasonably requested. The certificate may be relied upon by the owner requesting it and any other Person to whom the certificate may be exhibited or delivered and the contents of the certificate shall be binding upon the Town Center Joint Committee. The Town Center Joint Committee may charge a reasonable fee to cover costs of providing this certificate.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 25TH day of AUGUST, 1992.

RESTON LAND CORPORATION, a Delaware corporation  
[CORPORATE SEAL]

By: John W. Fanner  
Its: Vice President  
Attest: L.H. Phelps  
Its: Assistant Secretary

COUNTY OF Fairfax  
STATE OF VIRGINIA

To Wit:

I, Pauline A. Erbes, a notary public in and for the State and County of Fairfax, do certify that John W. Fanner and L.H. Phelps, whose names as Vice President, and Assistant Secretary, respectively, of Reston Land Corporation are signed to the writing above, bearing date on the 25th day of August, 1992, have acknowledged the same before me in my county aforesaid.

Given under my hand and official seal this 25th day of August, 1992.

My term of office expires on Dec. 31, 1994.

Pauline A. Erbes  
NOTARY PUBLIC

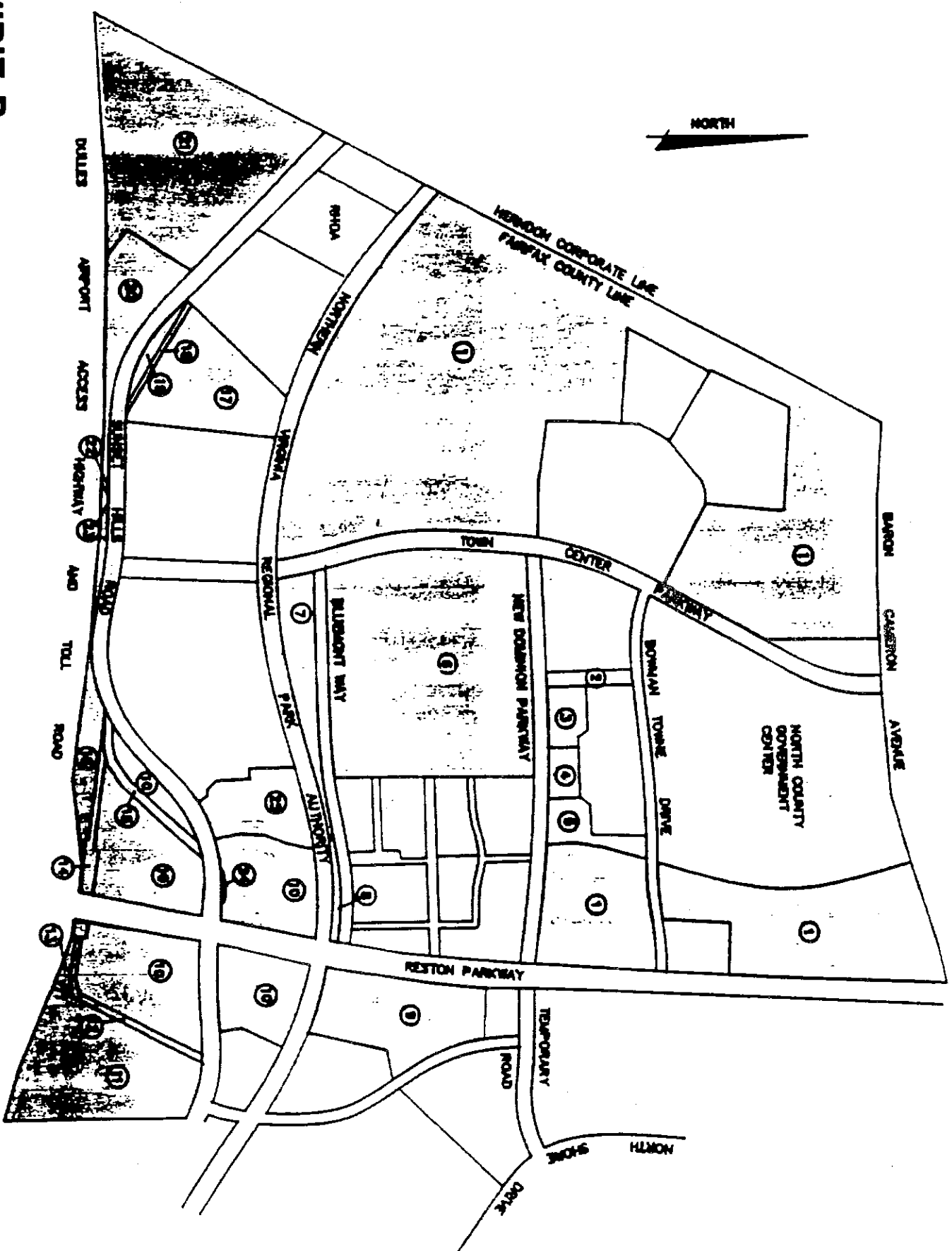
## EXHIBIT "A"

Property Submitted

Parcels 81, 82, 83 and 84, Block 2, Section 89, RESTON, dedicated, platted and recorded in Deed Book 8233 at Page 1131 among the land records of Fairfax County, Virginia, and being part of the same land acquired by the party of the first part by a deed recorded in Book 4926 at Page 299 et seq. among the aforesaid land records.

EXHIBIT "B"

Additional Property



# EXHIBIT B

## SHEET 2 OF 2

<u>NO.</u>	<u>FAIRFAX COUNTY TAX MAP NUMBER</u>
1.	17-1-01-0003
2.	17-1-17-C
3.	17-1-17-0003
4.	17-1-17-0004
5.	17-1-17-0005
6.	17-1-01-0012E
7.	17-3-01-0003A
8.	17-3-01-0003C
9.	17-2-01-0011F
10.	17-3-01-0005
11.	17-4-01-0007
12.	17-3-01-0015
13.	17-3-01-0006
14.	17-3-01-0014
15.	17-3-01-0005D
16.	17-3-01-0004
17.	17-3-01-0001
18.	17-3-01-0005K
19.	17-3-01-0002C
20.	17-3-01-0033A
21.	17-3-01-0033
22.	17-3-01-0005J
23.	17-3-01-0005G
24.	17-3-01-0005C
25.	17-3-01-0005H

Note: Tax Map Numbers shown hereon are those assigned by Fairfax County, Mapping Services as of July 14, 1992.

AUG 31 1992

RECORDED FAIRFAX CO VA  
 TESTE:   
 CLERK

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR RESTON RESIDENTIAL CENTER

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR RESTON RESIDENTIAL CENTER ("Amendment") is  
made this 21<sup>ST</sup> day of OCTOBER, 1997.

RECITALS

R-1. On August 25, 1992, Reston Land Corporation, a Delaware corporation authorized to transact business in Virginia ("RLC"), executed that certain Declaration of Covenants, Conditions, and Restrictions for Reston Residential Center, which was recorded in Deed Book 8238 at Page 1350, et seq., of the land records of Fairfax County, Virginia ("Declaration").

R-2. Westerra Reston, L.L.C., a Delaware limited liability company authorized to transact business in Virginia ("Declarant"), succeeded RLC as the Declarant under the Declaration.

R-3. Article IV, Section 4.2 of the Declaration provides that the Declarant may subject certain property to the provisions of the Declaration by filing in the Fairfax County, Virginia, public records an amendment annexing such property. Article IV, Section 4.2 of the Declaration provides that such annexation is subject to the consent of a majority of unit owners currently subject to the Declaration.

R-4. The Declarant desires, by annexation (the "Annexation"), to subject to the provisions of the Declaration that certain parcel of land described as Outlot A, Block 1 and 7, and the Remainder of Section 43, Reston (the "Property") as the same is platted, dedicated, and recorded among the land records of Fairfax County, Virginia, and is described in Exhibit A, attached hereto and made a part hereof, and containing approximately 36.02 acres.

R-5. Westerra Reston, L.L.C. is the owner (the "Owner") of the Property.

R-6. A majority of unit owners currently subject to the Declaration consent to the Annexation as provided under Article IV, Section 4.2 of the Declaration.

R-7. As provided by Article IV, Section 2 of the Declaration, this Amendment shall be executed by the Reston Residential Center's Representative on the Board of Directors of the Reston Town Center Joint Committee and shall be attested to by the Secretary of the Town Center Joint Committee.

NOW, THEREFORE, the undersigned Declarant and Owner does hereby, by Annexation and this Amendment, subject the Property to the provisions of the Declaration.

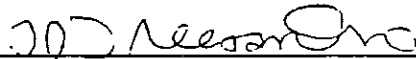
PREPARED BY AND RETURN TO:  
MCGRAW HILL  
8280 Greensboro Drive, Suite 900  
McLean, Virginia 22180

1661 18 100  
OCT 23 1997



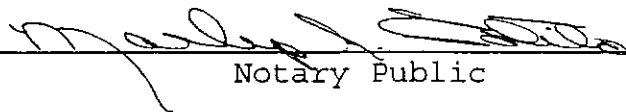
IN WITNESS WHEREOF, the undersigned Declarant and Owner, the Reston Residential Center Representative on the Reston Town Center Joint Committee Board of Directors and the Secretary of the Reston Town Center Joint Committee, who does hereby attest to the lawful adoption of this Amendment to the Declaration, have all executed this Amendment under seal as of the day and year first above written.

DECLARANT: WESTERRA RESTON, L.L.C., by Westerra Management, L.L.C., its authorized representative

By:   
Name: Thomas J. D'Alesandro, IV  
Title: President

Commonwealth of Virginia  
County of Fairfax

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of October 1997 by Thomas J. D'Alesandro, IV, as President of Westerra Management L.L.C., authorized representative for Westerra Reston, L.L.C.

  
Notary Public

My commission expires: January 31, 2000

PROPERTY OWNER: WESTERRA RESTON, L.L.C., by Westerra Management, L.L.C. its authorized representative

By: Thomas J. D'Alesandro  
Name: Thomas J. D'Alesandro, IV  
Title: President

Commonwealth of Virginia  
County of Fairfax

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of October 1997 by Thomas J. D'Alesandro, IV, as President of Westerra Management L.L.C., authorized representative for Westerra Reston, L.L.C.

[Signature]  
Notary Public

My commission expires: January 31, 2000

RESTON RESIDENTIAL CENTER REPRESENTATIVE:

By: 

Name: Renee Martin-Nagle

Title: Reston Residential Center Representative on Reston Town  
Center Joint Committee Board of Directors

Commonwealth of Virginia  
County of Fairfax

The foregoing instrument was acknowledged before me this 21<sup>st</sup>  
day of October 1997 by Renee Martin-Nagle, Reston  
Residential Center Representative on Reston Town Center Joint  
Committee Board of Directors.

Catherin Stuts

Notary Public

My commission expires: April 30<sup>th</sup>, 1998

I hereby attest to the lawful adoption of this Amendment To The Declaration Of Covenants, Conditions, And Restrictions For Reston Residential Center.

SECRETARY OF THE RESTON TOWN CENTER JOINT COMMITTEE:

By: AJ CALABRESE  
Name: Antonio J. Calabrese  
Title: Secretary of the Reston Town Center Joint Committee

Commonwealth of Virginia  
County of Fairfax

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of October 1997 by Antonio J. Calabrese, Secretary of the Reston Town Center Joint Committee.

Karen L. Sullivan  
Notary Public

My commission expires: 11-30-01

WESTERRA RESTON, L.L.C.  
 11911 Freedom Drive, Suite 300  
 Reston, Virginia 20190  
 Phone (703) 742-6400  
 Fax (703) 742-6447

October 6, 1997

DESCRIPTION OF AREA IN SECTION 43, RESTON

(Being a composite of Outlot A, Block 1 and 7,  
 and Remainder of Section 43)

BEGINNING at a point on the westerly right-of-way line of existing Bennington Woods Road as recorded in Deed Book 6495 at Page 1322 among the land records of Fairfax County, Virginia. Said point also being the most southeasterly corner of Block 1, Section 45, Reston as recorded in Deed Book 6052 at Page 658.

Thence with the westerly right-of-way line of said Bennington Woods Road the following courses and distances:

S 40° 30' 00" W 63.00' to a point.

S 45° 45' 55" W 66.67' to a point of curvature.

199.78' along the arc of a curve to the left having a radius of 676.00' and a chord bearing and distance of S 22° 28' 11" W, 199.05' respectively to a point.

S 06° 51' 39" W 108.99' to a point.

139.78' along the arc of a curve to the left having a radius of 660.00' and a chord bearing and distance of S 04° 34' 42" W 139.52' respectively to a point.

S 01° 29' 21" E, 34.16' to a point of curvature, being the northwest intersection of said Bennington Woods Road and Baron Cameron Avenue as recorded in Deed Book 3572 at Page 265.

Thence departing said Bennington Woods Road and continuing along the northerly right-of-way line of said Baron Cameron Avenue the following courses and distances:

38.43' along the arc of a curve to the right having a radius of 25.00' and a chord bearing and distance of S 42° 33' 00" W 34.76' respectively to a point.

27.49' along the arc of a curve to the right having a radius of 5704.58' and a chord bearing and distance of S 86° 43' 40" W 27.49' respectively to a point.

S 88° 30' 39" W 387.19' to a point.

S 89° 13' 39" W 448.14' to a point.

285.16' along the arc of a curve to the right having a radius of 5669.58' and a chord bearing and distance of N 87° 29' 59" W, 285.13' respectively to a point.

N 86° 03' 32" W 85.50' to a point. Said point also being the southerly corner of Parcel 2, Reston, as recorded in Deed Book 4926 at Page 299.

Thence departing said Baron Cameron Avenue and running along the easterly boundary of said Parcel 2 the following courses and distances:

N 26° 55' 24" E 1626.14' to a point.

59.52' along the arc of a curve to the left having a radius of 1122.14' and a chord bearing and distance of N 25° 24' 14" E 59.51' to a point.

S 66° 06' 54" E 24.89' to a point.

N 61° 40' 47" E 496.42' to a point.

N 66° 33' 18" W 106.82' to a point.

N 30° 13' 42" E 120.00' to a point. Said point being along a southerly line of Parcel 98, Block 2, Section 45, Reston as recorded in Deed Book 6320 at Page 1511.

Thence departing said Parcel 2, and running with said Parcel 98 and continuing with Lot 32, 33 and 34, Block 2, Section 45, Reston as recorded in Deed Book 6320 at Page 1511, S 69° 42' 58" E 232.84' to a corner of said Lot 34.

Thence continuing along Lot 34 S 49° 40' 09" E 85.12' to a point.

Thence S 79° 41' 43" E 15.00' to a point.

Thence departing said Lot 34 and running with the westerly boundary of Block 1, Section 45, Reston as recorded in Deed Book 6042 at Page 1543 the following courses and distances:

S 24° 48' 10" E 132.40' to a point.

S 11° 51' 35" E 102.18' to a point.

S 24° 21' 45" W 116.36' to a point.

S 33° 01' 26" W 71.56' to a point.

S 62° 47' 12" W 135.93' to a point.

S 18° 59' 48" E 58.00' to a point.

S 79° 12' 57" W 106.89' to a point.

S 23° 29' 55" W 125.40' to a point.

S 05° 42' 38" W 150.75' to a point.

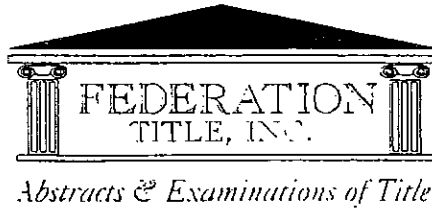
S 30° 57' 50" E 87.46' to a point.

S 05° 31' 39" W 62.29' to a point.

S 43° 34' 37" E 325.23' to the POINT OF BEGINNING.

Containing 36.02 acres

\\43\mete&bou.oct6.doc



DATE: 11/3/97

TO: John McGill  
McGuire, Woods, Battle & Boothe  
8280 Greensboro Drive  
Suite 900  
McLean, Virginia 22102

RE: Pick up and record - Reston Declaration

TITLE FEE.....	\$	100.00
COPIES.....	\$	
COST ADVANCE RECORDING FEE.....	\$	19.00
TOTAL.....	\$	119.00

PLEASE RETURN A COPY OF THIS INVOICE WITH PAYMENT

(703) 691-3205 • FAX (703) 691-3207  
Suite 401 • 4041 University Drive • Fairfax, Virginia 22030

CIRCUIT COURT OF FAIRFAX COUNTY  
COMMONWEALTH OF VIRGINIA

RECEIPT NBR: LR-97229534 \*\*\*\*\* COPY A \*\*\*\*\* PAGE: 1  
RECORDED TIME: 02:22 DATE RECEIPTED: 10/31/97 DATE RECORDED: 10/31/97  
RECEIPT FOR: COVENANT

INSTRUMENT NBR:  
97-149232-

REVENUE DESCRIPTION	REVENUE CODE	REVENUE AMOUNT
RECORDATION-CLERK	0301	\$15.00
STATE LIBRARY FEE	0145	\$1.00
INFO TECH FUND FEE	0106	\$3.00

CHECK NBR(S) 3913 / TOTAL AMOUNT PAID: \$19.00  
CASHIER ID: WATKINS, VICTOR 0 CASH. ( ) CHECK AMOUNT RECEIVED: \$19.00  
CHANGE: \$0.00

John T. Frey  
Clerk of Circuit Court

MWB  
(John McGill)

DB 10161  
Pg 429  
Official Receipt