

12181

2000 1626

THIS DEED OF RESUBDIVISION AND DEDICATION, Made this 1st  
day of November, 1979, by and between BALLSTON COMMONS  
LIMITED PARTNERSHIP, a Virginia Partnership, party of the first part;  
GUARDIAN FEDERAL SAVINGS AND LOAN ASSOCIATION, Beneficiary and Holder  
of Note secured by Deed of Trust recorded among Arlington County,  
Virginia Land Records in Deed Book 1989, at page 1611, party of  
the second part; WALTER MILLER and JOSEPH V. GARTLAN, JR., TRUSTEES  
under the Deed of Trust recorded among the Land Records of Arlington  
County, Virginia in Deed Book 1989, at page 1611, parties of the  
third part; JONATHAN C. KINNEY, SOLE ACTING TRUSTEE under Deed of  
Trust recorded among the Land Records of Arlington County, Virginia,  
in Deed Book 1985, at page 1821, party of the fourth part; DAVID  
B. KINNEY and ELIZABETH B. KINNEY, his wife, parties of the fifth  
part; and the COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body  
corporate, party of the sixth part.

WITNESSETH THAT:

WHEREAS, the party of the first part is the present owner of  
those certain pieces or parcels of land, located in Arlington  
County, as follows:

Lots 39 to 45, both inclusive and part of Lot  
46, R.C.L. MONCURE'S SUBDIVISION OF BALLSTON,  
as duly dedicated, platted and recorded among  
the Land Records of Arlington County, Virginia  
in Deed Book 119, page 124;

Lots 65 to 70, both inclusive, and part of Lot  
71, WEST BALLSTON, as dedicated, platted and  
recorded among the Arlington County, Virginia,  
Land Records in Deed Book 111, at page 341;

Outlot 67-B, Outlot 69-B and Outlot 70-B (being  
a vacated part of a 10 foot wide alley), WEST  
BALLSTON and Outlot 67-A, Outlot 69-A and Outlot  
70-A (being a vacated part of North Vermont Street),  
WEST BALLSTON, AS created by Order of the County  
Board of Arlington County, Virginia recorded in  
Deed Book 1985, at page 1518,

and being more particularly described as follows:

CARLSON ESTATE PLAT

BEGINNING at a point in the Westerly right-of-way line of North Utah Street, said point also marking the Northeasterly corner of Lot 38, MONCURE'S ADDITION TO BALLSTON; thence departing North Utah Street and running with the Northerly line of Lot 38, N. 89° 29' 00" W. 106.51 feet to a point on the Easterly side of a ten foot wide alley; thence with the Easterly side of said Alley, N. 2° 39' 00" E. 24.50 feet to a point; thence with the Northerly side of said Alley and continuing with the Northerly line of Lot 64, WEST BALLSTON, N. 87° 21' 00" W. 135.00 feet to a point in the Easterly right-of-way line of North Vermont Street; thence with the Easterly right-of-way line of North Vermont Street, N. 2° 39' 00" E. 45.00 feet; thence with a Northerly right-of-way line of North Vermont Street, N. 87° 21' 00" W. 20.00 feet to a point marking the most Southeasterly corner of Lot 75-A, WEST BALLSTON; thence departing North Vermont Street and running with the Easterly line of Lot 75-A and continuing with the Easterly line of Outlot 73-A, WEST BALLSTON, N. 2° 39' 00" E. 120.92 feet to a point in the Southerly right-of-way line of North Washington Boulevard; thence with the Southerly right-of-way line of North Washington Boulevard, the following courses and distances: S. 86° 39' 00" E. 21.56 feet, along the arc of a 15.00 foot radius curve (the chord bearing and distance of which is N. 61° 11' 20" E. 15.97 feet) an arc distance of 16.84 feet, S. 86° 39' 00" E. 204.23 feet and along the arc of a 15 foot radius curve (the chord bearing and distance of which is S. 43° 10' 00" E. 20.64 feet) an arc distance of 22.77 feet to a point in the aforementioned Westerly right-of-way line of North Utah Street; thence with the Westerly right-of-way line of North Utah Street, S. 0° 19' 00" W. 177.80 feet to the point of beginning, containing 45,671 square feet of land;

said land being shown on a plat attached hereto and made by Payne Associates, C.L.S., dated October 3, 1979, and having been acquired by the party of the first part by Deeds recorded among the Land Records of Arlington County, Virginia in Deed Book 1985, at page 1813 and Deed Book 1985, at page 1818; and

WHEREAS, it is the desire of the parties of the first, second, third and fourth parts to dedicate the above described property as "DAHNKS BALLSTON COMMONS", and to dedicate certain easements to the County Board of Arlington County, Virginia, as hereinafter set forth; and

WHEREAS, the property to be dedicated hereby was conveyed to Walter Miller and Joseph V. Gartlan, Jr., Trustees, by a Deed of

Trust recorded among the Land Records of said County in Deed Book 1989, at page 1611, to secure an indebtedness therein more particularly described to the party of the second part and the said party of the second part being agreeable to the said dedication, has approved and consented to the dedication proposed hereby and by its execution hereof authorizes and directs the said Trustees, parties of the third part herein, to join in the execution of this Deed of Resubdivision and Dedication, and to release any land under the said Deed of Trust which is to be dedicated as "Common Areas" and "Easements" by this instrument; and

WHEREAS, the property to be dedicated hereby was conveyed to Jonathan C. Kinney and Andrea K. Greene (either of whom may act), Trustees, by a Deed of Trust recorded among the Land Records of said County in Deed Book 1985, at page 1821, to secure an indebtedness therein more particularly described, in which said Deed of Trust the acting trustee is authorized and directed to join in the execution of instruments for the dedication of land as herein set forth and further authorized to release any land from the lien of the said Deed of Trust which is to be dedicated as "Common Areas" and "Easements" without the joinder of the Noteholders; and

WHEREAS, By Deed of Easement recorded among the Land Records of Arlington County, Virginia, in Deed Book 1877, at page 399, the then owners of the land, created, established, granted and conveyed unto the County Board of Arlington County, Virginia, a perpetual easement over, under, upon and across a portion of Part of Lot 71, WEST BALLSTON SUBDIVISION, for a bus bay and bus shelter to be used by the public in connection with bus transportation; and

WHEREAS, the party of the first part is now the owner of Part of Lot 71, WEST BALLSTON affected by said easement; and

WHEREAS, in accordance with the site plan approval of "DAHNKS

BALLSTON COMMONS", a portion of said easement area is to be dedicated as an easement for public street and utilities purposes and the remaining portion is to be vacated and relocated; and

WHEREAS, the easement for bus shelter easement is to be relocated and created as shown on the plat attached hereto; and

WHEREAS, the parties of the fifth part are the owners of Part of Lot 72 and Outlot 73-A, WEST BALLSTON, as the said property is shown on the attached plat made by Payne Associates, C.I.S.; and

WHEREAS, the said parties of the fifth part are agreeable to the easement for bus shelter, public street and utilities purposes hereby dedicated as shown on said plat and joins in this instrument evidencing their approval of the easement as relocated on their property; and

WHEREAS, the County Board of Arlington County, Virginia joins in this instrument for the purpose of approving the dedication of the said land and approving the said vacation of that portion of the said bus shelter easement shown on the attached plat as "THIS PORTION OF EASEMENT NULL AND VOID - HEREBY RELOCATED".

NOW, THEREFORE, In consideration of the foregoing, the parties of the first, second, third and fourth parts do hereby vacate and forever nullify

Lots 39 to 45, both inclusive, and part of Lot 46, R.C.L. MONCURE'S SUBDIVISION OF BALLSTON, as duly dedicated, platted and recorded among the Land Records of Arlington County, Virginia in Deed Book 119, at page 124;

Lots 65 to 70, both inclusive, and part of Lot 71, WEST BALLSTON, as dedicated, platted and recorded among the Arlington County, Virginia, Land Records in Deed Book 111, at page 341;

Outlot 67-B, Outlot 69-B and Outlot 70-B (being a vacated part of a 10 foot wide alley), WEST BALLSTON and Outlot 67-A, Outlot 69-A and Outlot 70-A (being a vacated part of North Vermont Street), WEST BALLSTON, as created by Order of the County Board of Arlington County, Virginia, recorded in Deed Book 1985, at page 1518.

FURTHER, In consideration of the foregoing, the said parties of the first, second, third and fourth parts hereto do hereby

resubdivide the vacated parcels and rededicate the same as "DAHNKS BALLSTON COMMONS", as the same is shown on a plat attached hereto, prepared by Payne Associates, C.L.S., dated October 3, 1979, which Subdivision is made with the free consent and in accordance with the desire of the party of the first part, who has designated certain areas of land as "Common Areas" intended for use by the Homeowners in "DAHNKS BALLSTON COMMONS", for recreation, other related activities and/or for purposes as designated on the attached plat; the said designated areas as set forth in Article I, Section 1 (c) of the Declaration of Covenants, Conditions and Restrictions attached are not dedicated hereby for use by the general public but are dedicated to the common use and enjoyment of the homeowners in "DAHNKS BALLSTON COMMONS", as more fully provided in the Declaration of Covenants, Conditions and Restrictions applicable to DAHNKS BALLSTON COMMONS, said Declaration of Covenants, Conditions and Restrictions as set forth in Schedule "A" hereto attached shall be construed as a part hereof and shall run with the title to said land.

FURTHER, In consideration of the foregoing, the parties of the first, second, third and fourth parts do hereby create and establish and grant and convey unto the party of the sixth part, its successors and assigns, and do hereby dedicate as a perpetual easement for public street and utilities purposes and easement for ingress and egress - those certain areas shown on the attached plat as "EASEMENT FOR PUBLIC STREET AND UTILITIES PURPOSES" and "EASEMENT FOR INGRESS AND EGRESS", and the said parties of the second, third and fourth parts do hereby release from the liens of their respective Deeds of Trust the "Common Areas" and "Easements" dedicated and created hereby and the same are hereby released. The party of the first part reserves unto itself, its heirs, successors and assigns, the full right to the use and enjoyment of the land embraced within said easements in every manner not inconsistent with the purposes for

which said easements are created.

FURTHER, In consideration of the foregoing, the party of the first part does hereby vacate and forever nullify that certain portion of the restrictive covenants recorded in Deed Book 158, at page 228, which reads as follows: "and that no building, nor any attachment thereto, shall be erected within 15 feet of the front property line".

FURTHER, In consideration of the premises and the sum of \$1.00, in hand paid, receipt whereof is hereby acknowledged, the parties of the fifth part, being the sole owners and all parties having any right, title or interest in or to Part of Lot 72, and Outlot 73-A, WEST BALLSTON SUBDIVISION, shown on the attached plat, do hereby create, establish, grant and convey unto the party of the sixth part, a perpetual easement, subject to the conditions hereinafter set forth, over, under and across a portion of Lot 72 and Outlot 73-A, WEST BALLSTON SUBDIVISION, shown on the attached plat for a bus bay and bus shelter to be used by the general public in connection with bus transportation.

The parties of the fifth part do hereby reserve unto themselves, their heirs, successors and assigns, the full right to the use and enjoyment of the area embraced within said easement in every manner not inconsistent with the purposes for which said easement is granted and do specifically reserve all "air rights" above a point eighteen (18) feet above the surface of the bus shelter floor and further reserve all "air rights" and subsurface rights from below the underside of said bus bay and bus shelter; provided, however, that such use shall not interfere with the aforesaid bus bay and the bus shelter.

It is further agreed that the term "air rights" as used herein shall mean the right to develop, improve or use the space described

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therein in any manner consistent with Arlington County Zoning Regulations and the reservation of said "air rights" by the parties of the fifth part shall be construed in the same manner as the reservation of fee simple title to the space described.

The party of the sixth part does further agree that the area within the easement as heretofore granted, shall always be included in the "lot area" of the parcels of land of which it is a part for the purpose of determining the "Gross Floor Area" allowed under the Arlington County Zoning Ordinance requirements of "Floor Area Ratio".

FURTHER, In consideration of the foregoing, and other valuable consideration, the party of the first part does hereby create, establish and dedicate the easements referred to on the attached plat as Note "A", Note "B", Note "C" and Note "D". The said party of the first part reserves unto itself, its heirs, successors and assigns, the full right to the use and enjoyment of the land embraced within said easements in every manner not inconsistent with the purposes for which said easements are created.

FURTHER, the party of the first part does hereby vacate and forever nullify the easements reserved for Vepco lines and C & P Telephone Company lines by Arlington County Board in the Order recorded in Deed Book 1985, at page 1518, the said easements having been relocated and are no longer in existence as shown on the plat recorded in Deed Book 1985, at page 1518.

This Dedication is made in accordance with the Statutes of Virginia governing the platting of land, and said plat has been duly approved by the proper officials of Arlington County, Virginia, as is shown upon the endorsement thereon.

2000 1633

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WITNESS The following signatures and seals:

BALLSTON COMMONS LIMITED PARTNERSHIP,  
a Virginia Partnership

By: NOVA CONSTRUCTION OF VIRGINIA, INC.  
General Partner

By Anthony E. Dahnk  
President

GUARDIAN FEDERAL SAVINGS AND LOAN  
ASSOCIATION

By DB  
President

Walter Miller (SEAL)  
Walter Miller, Trustee

Joseph V. Gartlan Jr. (SEAL)  
Joseph V. Gartlan, Jr., Trustee

Jonathan C. Kinney (SEAL)  
Jonathan C. Kinney,  
Sole Acting Trustee

David B. Kinney (SEAL)  
David B. Kinney

Elizabeth B. Kinney (SEAL)  
Elizabeth B. Kinney

COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

By Dorothy T. Yutke  
Chairman

ATTEST:

Dottie Bower  
Clerk

STATE OF MARYLAND  
COUNTY OF MONTGOMERY  
STATE OF VIRGINIA AT LARGE

) To-Wit:

The foregoing instrument was acknowledged before me this 2<sup>nd</sup>  
day of November, 1979, by ANTHONY E. DAHNK, President of  
NOVA CONSTRUCTION OF VIRGINIA, INC., General Partner in the Virginia  
Partnership known as BALLSTON COMMONS LIMITED PARTNERSHIP, as its  
act and deed.

My commission expires 7/1/82

Mary J. O'Dell  
MARY J. O'DELL NOTARY PUBLIC

(AFFIX  
SEAL)

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*State of Maryland*  
 DISTRICT OF COLUMBIA  
*County of Montgomery*

To-Wit:

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of November, 1979, by RICHARD D. BERGESSO, President of GUARDIAN FEDERAL SAVINGS AND LOAN ASSOCIATION, as its act and deed.

My commission expires My Commission Expires July 1, 1982

(AFFIX  
SEAL)

NOTARY PUBLIC

*State of Maryland*  
 DISTRICT OF COLUMBIA  
*County of Montgomery*

To-Wit:

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of November, 1979, by WALTER MILLER, TRUSTEE, as his act and deed.

My commission expires My Commission Expires July 1, 1982

(AFFIX  
SEAL)

NOTARY PUBLIC

DISTRICT OF COLUMBIA

To-Wit:

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of November, 1979, by JOSEPH V. GARTLAN, JR., TRUSTEE, as his act and deed.

My commission expires My commission expires October 31, 1984

(AFFIX  
SEAL)

NOTARY PUBLIC

STATE OF VIRGINIA

COUNTY OF District of Columbia

To-Wit:

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of November, 1979, by JONATHAN C. KINNEY, SOLE ACTING TRUSTEE, as his act and deed.

My commission expires August 15, 1983

(AFFIX  
SEAL)

NOTARY PUBLIC

STATE OF VIRGINIA

COUNTY OF District of Columbia

To-Wit:

The foregoing instrument was acknowledged before me this 1<sup>st</sup>

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day of November, 1979, by DAVID B. KINNEY and ELIZABETH B. KINNEY, his wife, as their act and deed.

My commission expires August 15, 1983

(AFFIX  
SEAL)

NOTARY PUBLIC

STATE OF VIRGINIA  
COUNTY OF ARLINGTON

)  
To-Wit:

The foregoing instrument was acknowledged before me this 5th  
day of December, 1979, by David B. Kinney,  
Chairman of the COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, as its  
act and deed.

My commission expires October 1983

(AFFIX  
SEAL)

NOTARY PUBLIC

S C H E D U L E

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

W I T N E S S E T H :

WHEREAS, DECLARANT is the Owner of the real property described in Article IV of this Declaration and desires to create thereon a residential community with permanent open spaces, and other common facilities for the benefit of said community; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said open spaces and other common facilities; and, to this end, desires to subject the real property described in Article IV to the covenants, restrictions, easements, conditions, charges and liens, hereinafter set forth. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges herein after created; and

WHEREAS, Declarant has incorporated under the laws of the State of Virginia, as a non-stock corporation, THE FIRST BALLSTON COMMONS HOMEOWNERS ASSOCIATION, INC., for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, The Declarant declares that the real property described in Article IV is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, conditions, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

**ARTICLE I**

**DEFINITIONS**

Section 1. The following words when used in this Declaration (Unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to "THE FIRST BALLSTON COMMONS HOMEOWNERS ASSOCIATION, INC."

(b) "The Properties" shall mean and refer to that certain real property referred to in Article IV, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

(c) "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association, and shall be taken and construed to embrace all of the Areas designated as - Parcel "A" - Common Area (Open Space) and easement for ingress, egress, public utilities, sidewalks, drainage, sanitary sewer, water lines, driveway and parking purposes, and Parcel "B" and Parcel "C" - Common Area (Open Space) and easement for ingress, egress, public utilities and sidewalk purposes.

(d) "Lot" shall mean and refer to any plot of land shown upon any recorded Subdivision map of The Properties, with the exception of Common Area as heretofore defined.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of The Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(f) "Member" shall mean and refer to all those owners who are members of the Association as provided in Article V, Section 1, hereof.

(g) "Declarant" shall mean and refer to "THE FIRST BALLSTON COMMONS HOMEOWNERS ASSOCIATION, INC.", its successors and assigns, if such successors or assigns should acquire more than one undeveloped or partially developed lot from the Declarant for the purpose of development.

## ARTICLE II

### ANNEXATION OF ADDITIONAL PROPERTIES

Annexation of additional property within a radius of one-half mile of this Subdivision shall require the assent of two-thirds (2/3) of the Class "B" Members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all Class "B" members not less than 10 days nor more than 50 days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum at such subsequent meeting shall be one-half of the required quorum at such preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that two-thirds (2/3) of the Class "B" membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

The right of annexation of additional property within a radius of one-half (1/2) mile of this Subdivision, as herein provided is in the sole discretion of Declarant. The rights of purchasers in the hereinafter described Subdivision is limited to the use of Common Areas and their particular lot solely within the boundaries of said Subdivision.

Upon annexation, the same Declaration of Covenants, Conditions and Restrictions shall be recorded on the annexed property and the Articles of Incorporation, Corporate By-Laws and Declaration of Covenants, Conditions and Restrictions shall be construed as applying to one overall Subdivision including voting rights, quorums, etcetera.

3-2000-1638

## ARTICLE III

MERGERS

Section 1. Upon a merger or consolidation of the Association with another Association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property, together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Existing Property except as hereinafter provided.

## ARTICLE IV

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Arlington County, Virginia, and is more particularly described as:

BEGINNING at a point in the Westerly right-of-way line of North Utah Street, said point also marking the Northeasterly corner of Lot 38, Moncure's Addition to Ballston; thence departing North Utah Street and running with the Northerly line of Lot 38, N. 89° 29' 00" W. 106.51 feet to a point on the Easterly side of a 10 foot wide alley; thence with the Easterly side of said Alley, N. 2° 39' 00" E. 24.50 feet to a point; thence with the Northerly side of said Alley and continuing with the Northerly line of Lot 64, West Ballston, N. 87° 21' 00" W. 135.00 feet to a point in the Easterly right-of-way line of North Vermont Street; thence with the Easterly right-of-way line of North Vermont Street, N. 2° 39' 00" E. 45.00 feet; thence with a Northerly right-of-way line of North Vermont Street, N. 87° 21' 00" W. 20.00 feet to a point marking the most Southeasterly corner of Lot 75-A, West Ballston; thence departing North Vermont Street and running with the Easterly line of Lot 75-A, and continuing with the Easterly line of Outlot 73-A, West Ballston, N. 2° 39' 00" E. 120.92 feet to a point in the Southerly right-of-way line of North Washington Boulevard; thence with the Southerly right-of-way line of North Washington Boulevard the following courses and distances: S. 86° 39' 00" E. 21.56 feet, along the arc of a 15.00 foot radius curve (the chord bearing and distance of which is N. 61° 11' 20" E. 15.97 feet) an arc distance of 16.84 feet, S. 86° 39' 00" E. 204.23 feet and along the arc of a 15.00 foot radius curve (the chord bearing and distance of which is S. 43° 10' 00" E. 20.64 feet) an arc distance of 22.77 feet to a point in the aforementioned Westerly right-of-way line of North Utah Street; thence with the Westerly right-of-way line of North Utah Street, S. 0° 19' 00" W. 177.80 feet to the point of beginning, containing 45,671 square feet of land; of which 28,358 square feet of land is contained in Lots and 17,313 square feet of land is contained in the "Common Area";

to be known as "DAHNK'S BALLSTON COMMONS" and hereinafter referred

to as "Existing Property".

Section 2. Additions to Existing Property: Additional lands may become subject to this Declaration by annexation as provided in Article II or by merger as provided in Article III.

#### ARTICLE V

##### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. The Declarant and every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment of the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separate from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be sole qualification for membership.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class "A". Class "A" members shall be all those owners as defined in Section 1, with the exception of the Declarant. Class "A" members shall be entitled to one vote for each lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot, shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class "B". Class "B" members shall be Ballston Commons Limited Partnership, its successors and assigns, if such successors and assigns should acquire more than one undeveloped, or partially developed, Lot in the aforesaid property or in subsequent property annexed as provided for herein. The Class "B" members shall be entitled to three (3) votes for each Lot in which they hold the interest required for membership by Article V.

#### ARTICLE VI

##### PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Owners' Easements of Enjoyment: Subject to the provisions of Section 3, every Owner shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

(a) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said properties, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder; and

(b) The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and

(c) The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid; and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(d) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated on Common Properties; and

(e) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of each Class of Membership has been recorded, agreeing to such dedication, transfer, purpose of condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ten (10) days, but not more than fifty (50) days, in advance of any action taken; and

(f) The right of the Association to limit the number of guests of Members.

Section 2. Delegation of Use. Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area within aforesaid Subdivision to the Association, free and clear of all encumbrances and liens, but subject to easements and rights of way herein created, dedicated or reserved, prior to the conveyance of the first Lot to be conveyed.

## ARTICLE VII

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon, costs of collection thereof, including reasonable attorney's fees as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties and in particular for the improvement and maintenance of The Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment shall be One Hundred Eighty Dollars (\$180.00) - per Lot for Lots owned by Class "A" Members and no assessment on Lots owned by Class "B" members, except that during said period the maximum annual assessment may be increased by action of the Board of Directors by an amount not in excess of five percent (5%) of the maximum annual assessment hereinabove established.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the "Revised Consumer Price Index for Urban Wage Earners and Clerical Workers (1967=100), Washington, D. C., Standard Metropolitan Statistical Area", for the last quarter of the preceding year.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above that established by the aforesaid Consumer Price Index formula by a vote of the members for the next succeeding period of two (2) years, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 10 days nor more than 50 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.
- (c) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment on the Lots owned by Class "A" Members applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 10 days, nor more than 50

days, in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots except as to those Lots owned by Class "B" Members. The Board of Directors may, at its discretion, require the annual and/or special assessments to be paid on a monthly basis and may require that such payments be made to a mortgagee under the Deed of Trust on the respective Lots or any other collection agent selected by the Board of Directors.

Section 6. Quorum For Any Action Authorized Under Sections 3 and 4: At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all the votes of each Class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessment provided for herein shall commence as to all Lots owned by Class "A" Members upon the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association: Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. Prior to the institution of any action at law or proceedings to foreclose the lien of any delinquent assessments the Association shall furnish thirty (30) days written notice of such delinquencies (which thirty (30) day period may run concurrently with the aforesaid thirty (30) days from date of delinquency) to the first mortgagee shown of record among the Land Records of Arlington County, Virginia.

Section 9. Subordination of the Lien to Mortgages or Deeds of Trust. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any first mortgage, pursuant to a decree of foreclosure, under such mortgage or any

proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. The personal liability of the lot owner to the Association shall not be relieved by a foreclosure sale. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the common area; (c) all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Virginia, and (d) all lots or buildings owned by the Declarant. However, no land or improvements devoted to dwelling use shall be exempt from said assessments other than those owned by Declarant.

## ARTICLE VIII

### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the homes upon The Properties and placed on The Properties and placed on the dividing line between the Lots shall constitute a Party Wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding Party Walls and of liability for property damage due to negligent or wilful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a Party Wall shall be shared by the owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a Party Wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the owners under any rule of law regarding liability for negligent or wilful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an owner who by his negligent or wilful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a Party Wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved.

Section 7. Easements. Each lot and the property included in the Common Area shall be subject to an easement for encroachments created by the construction, settling and overhangs of structures designed or constructed by the Declarant. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event that the homes on one or more lots so affected agree that minor encroachments of parts of the adjacent homes due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

#### ARTICLE IX

##### ARCHITECTURAL CONTROL COMMITTEE

Section 1. Review by Committee. No building, fence, wall or other structure other than those built by the Declarant shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change, alteration or improvement thereof be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural control committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within ninety (90) days after said plans and specifications have been submitted to it, approval will not be required and the Article will be deemed to have been fully complied with.

#### ARTICLE X

##### EXTERIOR MAINTENANCE

Section 1. In the event an Owner of any Lot in The Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) decision of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the annual assessment to which such Lot is subject.

#### ARTICLE XI

##### RESIDENTIAL PROPERTY PROTECTIVE COVENANTS AND RESTRICTIONS

1. No portion of The Properties shall be used other than for residential purposes and for purposes incidental or accessory thereto, except for model homes used by Class "B" owners.

2. No fence, wall, tree, hedge or shrub planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic.

3. No noxious or offensive activity shall be carried upon any portion of the residential property, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood. No exterior lighting shall be directed outside the boundaries of a Lot.

4. No sign of any kind larger than one foot square shall be displayed to the public view on any Lot, except temporary signs not more than five feet square in area advertising the property for sale or rent and except for temporary signs erected by Declarant in connection with the construction, lease or sale of buildings and lots.

5. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except where indicated on the Subdivision plat of DAHNK'S BALLSTON COMMONS and except that dogs, cats or other household pets may be kept provided they are not raised, bred or kept for any commercial purpose.

6. No material or refuse shall be placed or stored within twenty feet of the property line of any lot or the edge of any water course or body of water, except that clean fill may be placed nearer, provided that the natural water course is not altered or blocked by such fill.

7. No person shall paint the exterior of any building a color different than the original color of said building without the proposed color thereof having been approved by the Board of Directors of the Association, or by an Architectural Control Committee appointed by the Board.

8. Easements for the installation and maintenance of underground utilities, television cables, supply and transmission lines, and drainage facilities are reserved to the Declarant, its heirs, successors or assigns, through all areas shown on the recorded Subdivision Plat of Dahnk's Ballston Commons, as Common Areas, on any subsequent plat, and said easements are also reserved to the Declarant, its heirs, successors or assigns, through the lots on said plat, except where a building is located by the Declarant for the purpose of connecting the underground utilities, television cables and supply and transmission lines, or drainage facilities shall be promptly repaired or replaced at the expense of the corporation or authority which directed the entry.

9. The First Ballston Homeowners Association, Inc. shall have the right (upon 20 days notice to the owner of the property involved, setting forth the action intended to be taken, and if at the end of such time such action has not been taken by the Owner) to trim or prune, at the expense of Owner, any hedge or other planting that in the opinion of the Architectural Control Committee, by reason of its location upon the Lot or the height to which or the manner in which it is permitted to grow, is detrimental to the adjoining property or is unattractive in appearance. The Association shall further have the right, upon like notice and conditions, to care for vacant or unimproved Residential Property, and to remove grass, weeds and rubbish therefrom and to do any and all things necessary or desirable in the opinion of the Board of Directors or Architectural Control Committee appointed by the Board to keep such Residential Property in neat and good order, all at the cost and expense of the Owner, such cost and expense to be paid to the Association upon demand and if not paid within ten days thereof, then to become a lien upon the property affected, equal in priority to the lien provided for in Article VI, Paragraph 1 hereof.

10. No roof top antennas shall be permitted.

11. No storage or parking of boats, trailers, or campers in or on the Common Area shall be permitted without the express written consent of Architectural Control Committee. Said Committee may designate certain areas of the Common Area to be used for this purpose.

12. No clothes lines for drying clothes shall be permitted except on the rear yard of Lots during daylight hours on weekdays.

#### ARTICLE XII

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner or Declarant to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

#### ARTICLE XIII

Section 1. Amendments. The Declarant shall have the right to amend these covenants, conditions and restrictions at any time so long as Declarant is the owner of any property in Dahnk's Ballston Commons Subdivision.

#### ARTICLE XIV

In the event that The First Ballston Commons Homeowners Association, Inc. fails to maintain the Common Area in accordance with the landscaping plan approved by the Arlington County Manager or should The First Ballston Commons Homeowners Association, Inc. fail to maintain the Common Area in a reasonable condition and state of repair, the determination of such failure to be made by the County Manager, Arlington County may, at its option through its own agents or by independent contractor, enter upon the Common Area for purposes of maintenance thereof, and assess each lot owner a prorata share of the costs thereof, together with an additional charge of 25% of said costs for management fee, said costs to constitute a lien upon each and every lot in the project.

The lien of this assessment or costs in connection therewith shall be subordinate to the lien of any first mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any first mortgage, pursuant to a decree of foreclosure, under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payment thereof which became due prior to such sale or transfer. The personal liability of the lot owner to Arlington County shall not be relieved by a foreclosure sale.

**EASEMENT : NOTE "B"**

Easement for water line house connection purposes to serve Lots 1, 2, 3 and 7.

**EASEMENT : NOTE "C"**

Easement for water line and sanitary sewer house connection purposes to serve Lots 4, 5, 6, 11, 12, 13, 14 and 15.

**EASEMENT : NOTE "D"**

Easement for drainage purposes to serve Lots 16, 17, 18, 19 & 20.

MATCH LINE

**★ PARCEL "A" - COMMON AREA**

(Open Space) and easement for ingress, egress, public utilities, sidewalks, drainage, sanitary sewer, water lines, driveway and parking purposes.

**★★ PARCEL "B" AND PARCEL "C"**

COMMON AREA (Open Space) and easement for ingress, egress, public utilities and sidewalk purposes.

**NOTE :**

NORTH VERMONT STREET AND THE 10' ALLEY VACATED BY THE ARLINGTON COUNTY BOARD, MARCH 10, 1979, SUBJECT TO CERTAIN EASEMENTS.

**NOTE :**

THE EASEMENTS RESERVED FOR VEPCO LINES & C. & P. TEL. CO. LINES BY ARLINGTON COUNTY BOARD IN THE ORDER RECORDED IN DEED BOOK 1985, PAGE 1518 ARE HEREBY VACATED.

## NORTH VERMONT STREET

(40' WIDE)

**FINAL PLAT**  
APPROVED: 1/14/79  
AS BEING IN ACCORDANCE WITH  
PRELIMINARY PLAT HERETOFORE  
APPROVED 8/23/79

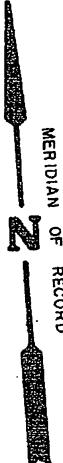
APPROVED: 1/14/79  
S. J. DAHNEK  
DIRECTOR OF PUBLIC WORKS  
DEPT. OF PLANNING & ENGINEERING DIVISION

RECOMMENDED FOR  
APPROVAL: 1/14/79  
S. J. DAHNEK  
DIRECTOR OF PUBLIC WORKS  
DEPARTMENT OF PUBLIC WORKS

APPROVED: 1/14/79  
As being in accordance with an  
ordinance entitled:  
"AN ORDINANCE TO REGULATE  
THE PLATTING AND RECORDING  
OF SUBDIVISIONS OF LAND IN  
ARLINGTON COUNTY, VIRGINIA"  
adopted February 28, 1959 and  
as amended.

*S. J. Dahneke*  
COUNTRY MANAGER  
APPROVAL VOID IF PLAT  
IS NOT OFFERED FOR  
RECORD WITHIN 60 DAYS  
OF THE DATE OF APPROVAL

10' ALLEY



BULK 2000 PAGE 1652

MATCH LINE

WEST BA  
D.B. 1985  
ARLINGTON COUNT

SCALE: 1" = 25'

Payne Assoc.  
Civil Engineers & Land  
Arlington, Virginia

GER

**CURVE TABLE**

NO.	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
1	64° 19' 20"	15.00'	16.84'	9.43'	15.97'	S. 61° 11' 20" W.
2	86° 58' 00"	15.00'	22.77'	14.23'	20.64'	S. 43° 10' 00" E.

MATCH  
LINE**EASEMENT : NOTE "A"**

Easement for ingress, egress and public utilities purposes.

**EASEMENT : NOTE "B"**

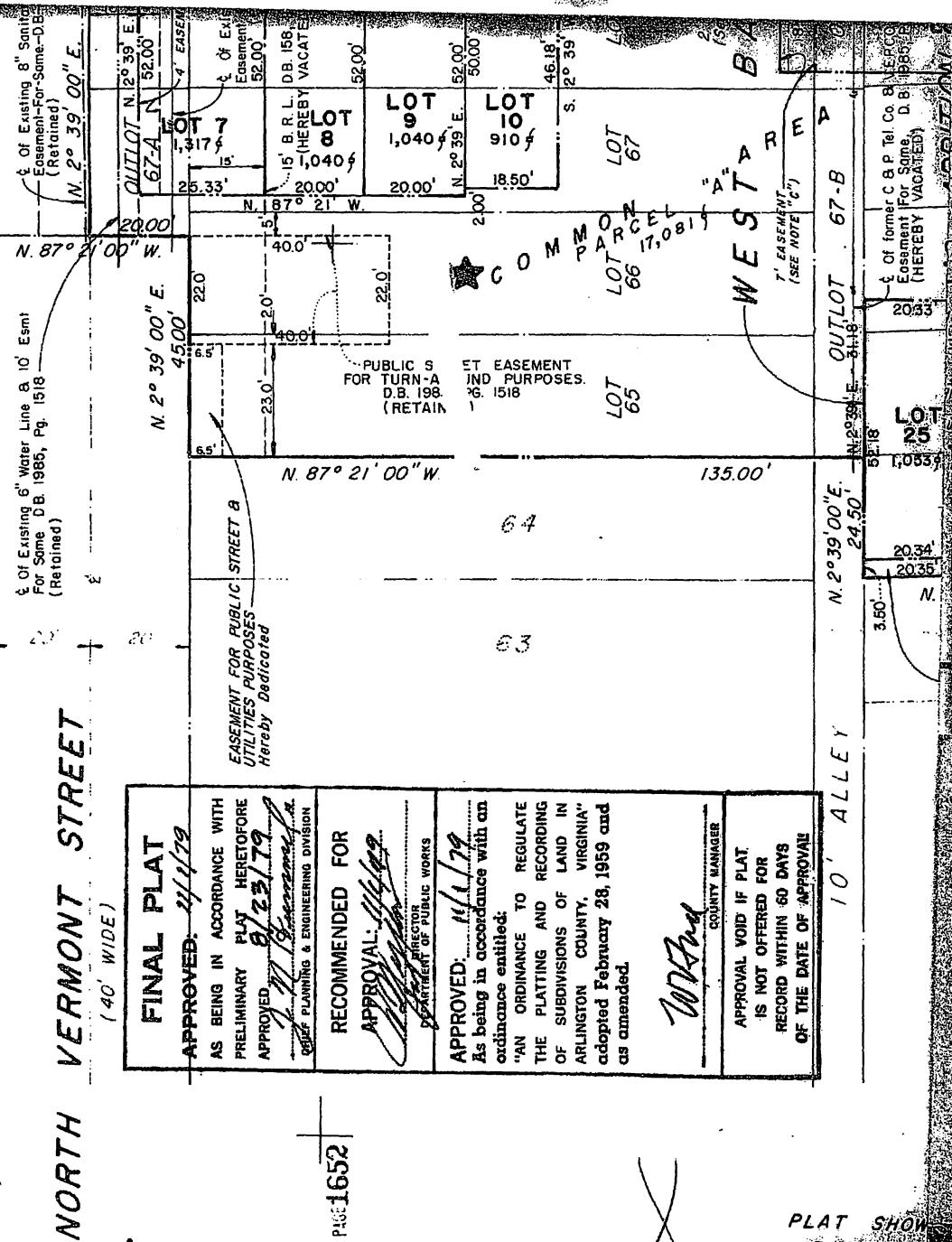
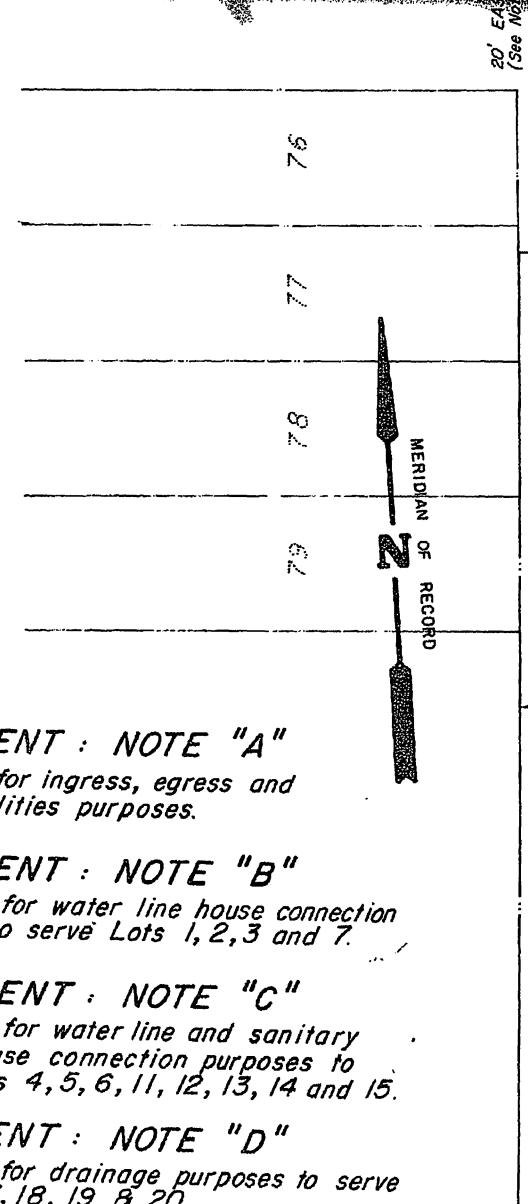
Easement for water line house connection purposes to serve Lots 1, 2, 3 and 7.

**EASEMENT : NOTE "C"**

Easement for water line and sanitary sewer house connection purposes to serve Lots 4, 5, 6, 11, 12, 13, 14 and 15.

**EASEMENT : NOTE "D"**

Easement for drainage purposes to serve Lots 16, 17, 18, 19 & 20.

**FINAL PLAT**

APPROVED. 11/1/79

AS BEING IN ACCORDANCE WITH  
PRELIMINARY PLAT HERETOFORE  
APPROVED 8/23/79  
BY PLANNING & ENGINEERING DIVISION

RECOMMENDED FOR APPROVAL:

DIRECTOR  
DEPARTMENT OF PUBLIC WORKS

APPROVED: 11/1/79  
As being in accordance with an ordinance entitled:  
"AN ORDINANCE TO REGULATE THE PLATTING AND RECORDING OF SUBDIVISIONS OF LAND IN ARLINGTON COUNTY, VIRGINIA" adopted February 28, 1959 and as amended.

COUNTY MANAGER  
APPROVAL VOID IF PLAT IS NOT OFFERED FOR RECORD WITHIN 60 DAYS OF THE DATE OF APPROVAL

**★ PARCEL "A" - COMMON AREA**  
(Open Space) and easement for ingress, egress, public utilities, sidewalks, drainage, sanitary sewer, water lines, driveway and parking purposes.

**★★ PARCEL "B" AND PARCEL "C"**  
COMMON AREA (Open Space) and easement for

X PLAT SHOW  
DAHNK'S  
**BALLSTON**  
BEING A RESUBD.  
LOTS 39 THRU 45 INCL AND  
MONCURE'S ADDN

MATCH  
LINE

MERIDIAN OF RECORD

## NORTH

## WASHINGTON ('53 WIDE)

+ MATCH LINE

Easement for Bus Shelter, Public  
Street & Utilities Purposes.  
Hereby Dedicated.

PART 72

B4874 Easement for Public Street, Pg. 399  
A Utilities Purposes.  
This portion of Easement Relocated.  
Hereby Relocated.

S. 86° 39' 00" E.

R = 15.00'

A = 16.84'

120.92'

1000

1156

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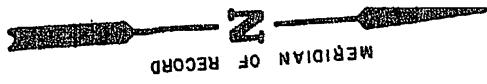
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MATCH  
LINE

# NORTH WASHINGTON BOU

(53' WIDE)

+  
MATCH LINE

Easement for Bus Shelter, Public  
Street & Utilities Purposes.  
Hereby Dedicated.

PART  
72OUTLOT  
73-A

R = 15' 00'  
A = 16.84'

R = 15' 00'  
A = 15.00'

For Public Street,  
D.B. 1877, Pg. 399  
Easement Relocated.

LOT 6  
1,633 f

LOT 7  
1,633 f

LOT 8  
1,040 f

LOT 9  
910 f

LOT 10  
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*NORTH*

# WASHINGTON (53' WIDE)

BOULEVARD

*Arlington County Survey Centerline*

MATCH  
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NORTH

140. WIDE

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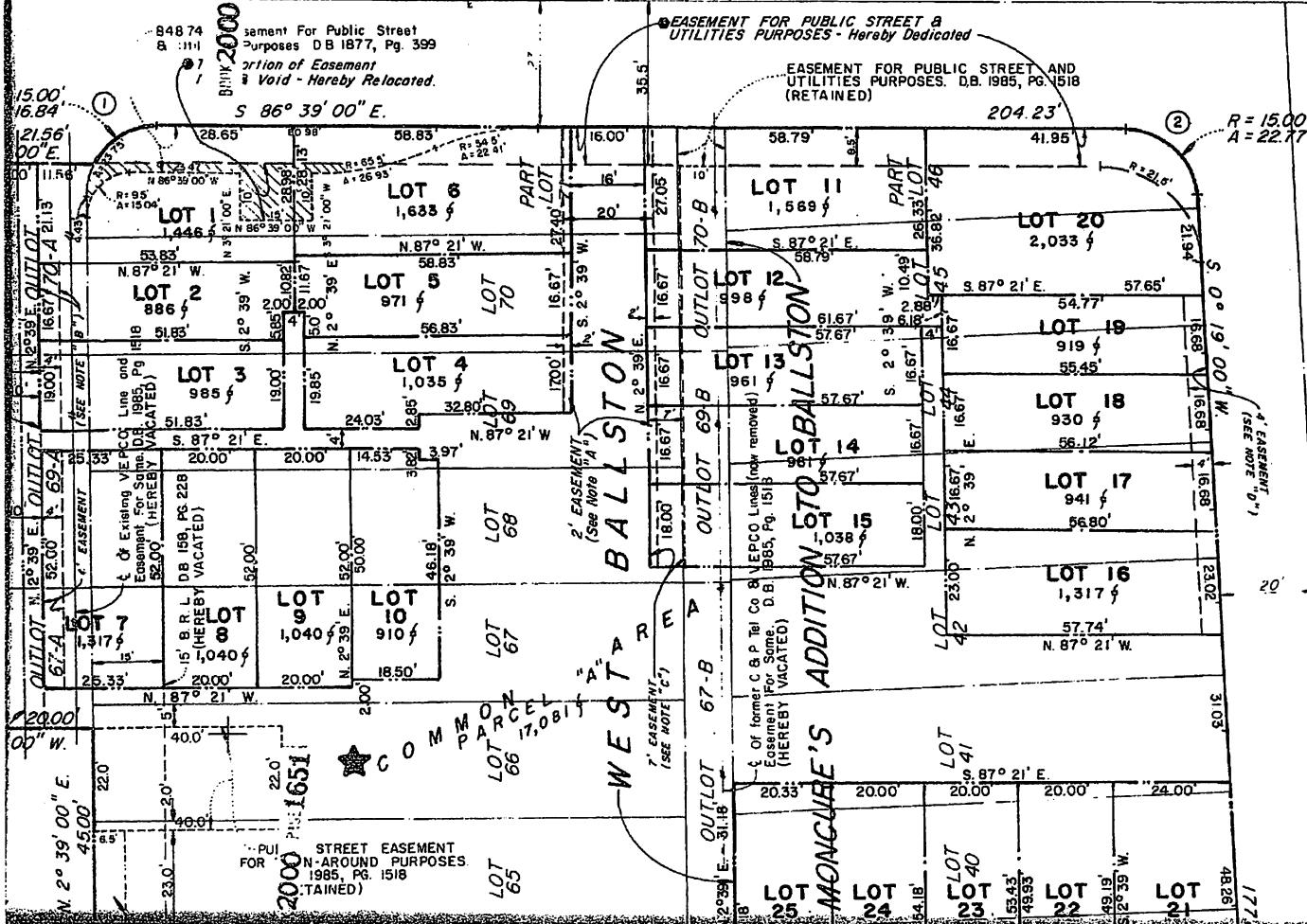
MATCH,  
LINE

NORTH

WASHINGTON  
(53' WIDE)

BOULEVARD

Arlington County Survey Centerline



MATCH  
LINE

MERIDIAN  
OF RECORD

MATCH  
LINE

NORTH

UTAH  
STREET

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APRILIA, JR. IN THE OFFICE OF THE CIRCUIT COURT OF THE COUNTY OF ARLINGTON  
Presented, and, with the Certificate annexed, admitted to record

NOV. 5, 1979 at 4:11 o'clock PM

STATE TAX .15  
COUNTY TAX \_\_\_\_\_  
TRANSACTION \_\_\_\_\_  
CLERK'S FEE 39.00  
GRANTOR'S TAX \_\_\_\_\_  
TOTAL 39.15

Tested: 11 AM Clerk

David A. Bell