

perpetual use of the public for the uses and purposes for which the same have been created, declared and reserved, whether or not such dedication is accompanied by or pursuant to a plat of the same or effected in any other manner.

ARTICLE VI

MAINTENANCE

Section 1. Duty of Maintenance. The Owner(s) of any Site within the Property shall, jointly and severally, have the duty and responsibility, at their sole cost and expense, to keep the Site so owned by such Owner(s), including buildings, Improvements, easement areas and ground appurtenant thereto, properly maintained at all times. Such maintenance includes, but is not limited to, the following:

- A. Prompt weekly removal of all litter, trash, refuse and wastes.
- B. Weekly lawn mowing.
- C. Seasonal tree and shrubbery pruning.
- D. Weekly lawn and shrubbery watering.
- E. Keeping exterior lighting and mechanical facilities in working order at all times.
- F. Keeping lawn and garden areas alive, free of weeds and attractive.
- G. Keeping parking areas, driveways and roads in good repair.
- H. Complying with all applicable regulations.

I. Striping and repainting of parking areas where appropriate.

J. Prompt repair of exterior damages to Improvements

K. Keeping all pond and drainage areas in clean and attractive condition, consistent with applicable regulations and laws.

Section 2. Enforcement. If, in the opinion of a majority of the Board of Directors of the Association or in the opinion of the Declarant, any such Owner or occupant has failed in any of the foregoing duties or responsibilities, then the Association upon the direction of a majority of the Board of Directors, or the Declarant, shall give such person written notice of such failure and such person must, within thirty (30) days after receiving such notice, perform the care and maintenance required. Should any such person fail to fulfill this duty and responsibility within such period, then the Association, through its authorized agent or agents, shall have the right and power to enter onto the Site and perform such care and maintenance without any liability to any person or entity for damages for wrongful entry, trespass or otherwise, the Owner of such Site hereby (by virtue of its acceptance of a deed subject to this Declaration) waiving any such claims. The Owners and occupants (including lessees) of any part of the Property on which such work is performed shall, jointly and severally, be liable for the cost of such work plus a ten percent (10%) overhead fee and shall

promptly reimburse the Association for such cost and fee. If such Owner or occupant shall fail to reimburse the Association within thirty (30) days after receipt of a statement for such work from the Association, then said indebtedness shall be a debt of all of said persons, jointly and severally, and shall constitute a lien against the Site on which said work was performed. Such lien shall be treated in the same manner as the lien for assessments and special assessments set forth in Article III and the Association shall have identical powers and rights (and shall be subject to the identical restrictions and obligations) in all respects with regard thereto, including, but not limited to, the right of foreclosure.

ARTICLE VII

COMMON AREAS AND SPECIAL COMMON AREAS

Section 1. Easements of Enjoyment. Subject to the provisions of Article VII, Section 3 hereof, every member of the Association shall have a right and easement of enjoyment in and to the Common Areas.

Section 2. Title to Common Areas. Except as is provided in these covenants, if title to Common Areas is transferred to the Association, such Common Areas shall not be abandoned, partitioned, subdivided, alienated, released, transferred, hypothecated or otherwise encumbered without first obtaining the written approval of the Declarant for so long as Declarant owns any portion of the Property. Notwithstanding the foregoing, the



Association may encumber the Common Areas provided such encumbrances are solely to secure loans obtained for improving the Common Areas being encumbered and their lien is not superior to the provisions of these covenants.

Section 3. Extent of Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Declarant or the Association to prescribe reasonable rules and regulations for the use, enjoyment and maintenance of the Common Areas and the Special Common Areas. All rules and regulations shall be applied in a non-discriminatory manner to all Members.

B. The right of the Association to sell and convey the Common Areas, or any part thereof, provided such sale or conveyance is approved by two-thirds (2/3rds) of the total eligible votes of the membership of the Association as defined in Article II hereof, voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the place and purpose of the meeting.

C. The right of the Association to borrow money for the purpose of improving the Common Areas and the Special Common Areas, or any part thereof, and to mortgage the Common Areas, or any part thereof in connection with such borrowing.

D. The right of the Association to take such steps as are reasonably necessary to protect the Common Areas, or any part thereof, against foreclosure.

E. The right of the Association to suspend the easements of enjoyment of any member of the Association in the Common Areas and the Special Common Areas during which time any assessment levied pursuant to this Declaration remains unpaid, and for any period not to exceed thirty (30) days for any material infraction of its published rules and regulations which remains uncured after written notice thereof from the Association; provided, however, such suspension shall not be applicable to essential services and rights such as ingress, egress and utility services to such Owner's Site.

Section 4. Cost of Maintaining Common Areas and Special Common Areas. Regardless of ownership thereof, the Association shall have the obligation to maintain the Common Areas and the Special Common Areas and public facilities located in or serving the Center. The cost of maintaining and repairing the Common Areas and Special Common Areas and public facilities located in or serving the Center shall be paid for by each Owner of a plot, tract or parcel of land within the Property through the assessments levied by the Association as set forth herein.

ARTICLE VIII

ENFORCEMENT

The covenants, conditions, restrictions, reservations and easements herein contained shall run with the title to the Property and shall be binding upon all Owners and inure to the benefit of Declarant, the Association and their successors and assigns. Violation of any covenant, condition, restriction or easement herein contained shall give to the Association the right to bring proceedings at law or in equity against the party or parties violating or attempting to violate any of said conditions, covenants, restrictions, reservations and easements in order to enjoin such violation or attempted violation, cause any such violation or attempted violation to be remedied, or to recover damages resulting or occasioned on account of any such violation. In any legal or equitable proceeding brought to enforce the provisions of this Declaration or to enjoin any violation of the same, the prevailing party shall recover from the other party its reasonable attorneys' fees. Notwithstanding anything herein to the contrary, no party other than the Board of Directors of the Association or the Declarant shall have the right to bring an action or other proceeding to enforce the provisions of this Declaration.



ARTICLE IXDURATION, AMENDMENT AND TERMINATION

Each of the covenants, conditions, restrictions and reservations contained herein shall continue and be binding upon Declarant and the Association, and their respective successors and assigns, and upon each Owner and all Owners from time to time of any portion of the Property, and all other persons, parties or legal entities claiming by, through or under any of them, for a period of thirty (30) years from the date of this Declaration and thereafter, until terminated or otherwise modified by the vote of not less than two-thirds (2/3rds) of the votes entitled to be cast in Association balloting. Each of the easements herein declared to be created, granted or reserved shall continue to be binding upon Declarant and its successors and assigns, and upon each Owner and all Owners from time to time of any portion of the Property and all persons, parties and legal entities claiming by, through or under any of them in perpetuity unless all persons or entities have an interest therein shall agree to terminate or otherwise modify the same. Until such time as ninety-five percent (95%) of the Property (on an acreage basis) from time to time included within the Center is sold, transferred or conveyed by Declarant to third parties, the Association, upon the affirmative vote of not less than two-thirds (2/3rd;) of the votes entitled to be cast in Association balloting, with the written consent of the Declarant, may, from time to time, in its

reasonable discretion, and without requiring the joinder of any Owner or other parties (except the Declarant), change, amend and modify this Declaration by written instrument duly executed by the Association and Declarant and recorded among the land records of the District of Columbia: it being expressly provided, however, that no such change, amendment or modification shall cause any Improvements approved by the Declarant or the Association or constructed upon the Property prior to the effective date of such change, amendment or modification to be in violation of this Declaration, as so amended. Thereafter, this Declaration may be changed, amended or modified only upon the affirmative vote of not less than two-thirds (2/3rds) of the votes entitled to be cast in Association balloting at the time of the recordation of any such change, amendment or modification.

ARTICLE X

ASSIGNMENT OF DECLARANT'S RIGHTS AND DUTIES

Any or all of the rights, powers, duties and reservations herein granted or reserved to or conferred upon the Declarant may be assigned by the Declarant to any person, corporation, partnership, limited partnership, trust, association or other legal entity who or which shall assume the obligations of the Declarant pertaining to the particular rights, powers, duties and reservations so assigned, and upon the execution by any such person, corporation, partnership, limited partnership, trust, association or other legal entity of an instrument evidencing his or its



acceptance of such assignment and his or its assumption of such duties, and the recordation of such instrument among the land records of the District of Columbia, he or it shall, to the extent of such assignment, have the same rights, powers and reservations and be subject to the same duties as are herein given or reserved to or conferred upon the Declarant and the Declarant shall be released therefrom. Notwithstanding the foregoing, if the person or entity to whom the Declarant's rights or liabilities are assigned shall not, in the reasonable judgment of the Board of Directors of the Association, have the financial ability to perform or discharge any then current monetary obligation of the Declarant, then the Declarant shall provide adequate security therefor.

ARTICLE XI

EXCULPATION; INDEMNITY

Declarant, the Association, and the B.A.R., and their individual members and officers, or any of them, shall not, jointly or severally, be liable or accountable in damages or otherwise to any Owner or occupant or Site affected by this Declaration, or to anyone submitting plans or other materials for any required consent or approval hereunder, by reason or on account of any decision, approval or disapproval required to be made, given or obtained pursuant to the provisions of this Declaration, or for any mistake in judgment, misfeasance, malfeasance or nonfeasance related to or in connection with any

decision, approval or disapproval, provided the same were not made in bad faith or if same were based on advice of counsel. Each person who shall submit plans or other materials for consent or approval pursuant to this Declaration, by the submission thereof, and each Owner or occupant of any Site, by acquiring title thereto or an interest therein, agrees that, he or it will not bring any actions, proceeding or suit against Declarant, the Association, the B.A.R. or any individual member or members or officer or officers thereof for the purpose of recovering any such damages or other relief on account of any such decision, approval or disapproval. Approval by Declarant, the Association or the B.A.R. of any plans or materials submitted to them for any required approval or consent hereunder is and shall be given solely to protect the aesthetics, quality, integrity and value of the development of the Center and shall not be deemed in any way to be or constitute a warranty representation or covenant that such approval or consent or any action taken pursuant thereto or in reliance thereon complies with, or is not a violation of, any applicable regulations, and the Declarant, the Association, the B.A.R. and the individual members and officers thereof are hereby expressly released and relieved of and from any and all liability or obligation in connection therewith. Each Owner of a Site agrees, by acquiring title to a Site or an interest therein, that it does unconditionally and absolutely agree to defend, indemnify and hold the Declarant, the Association and the B.A.R., and the

individual members and officers thereof, and their respective successors and assigns harmless from and against any and all claims, cause of action, liability, loss, damage, cost and expense (including reasonable attorneys' fees) arising from or in connection with the design, construction, or structural soundness of any and all Improvements located or constructed on the Site owned, leased or occupied by them.

ARTICLE XII

BOARD OF ARCHITECTURAL REVIEW

Section 1. Composition. The Board of Architectural Review (B.A.R.) shall be comprised of three (3) or more persons who need not be Members. Members of the B.A.R. shall serve staggered two (2) year terms.

Section 2. Method of Selection. All members of the B.A.R. shall initially be appointed by Declarant.

Upon the earliest to occur of (a) five (5) years from the date this Declaration is recorded, or (b) when Declarant no longer has an interest in any of the Property, or (c) upon Declarant's written election to terminate its right to appoint members of the B.A.R., all members of the B.A.R. will be elected by the Owners. Majority vote shall govern the B.A.R.'s actions.

Section 3 Vacancies. Appointments to fill vacancies in unexpired terms of elected members shall be made by the remaining members of the B.A.R. until the next annual election when a special election will be held to fill the unexpired term.



Appointments to fill vacancies in the unexpired terms of members appointed by Declarant, shall be made by the Declarant

Section 4. Officers. At the first meeting of the B.A.R. following each election, the B.A.R. shall elect from among themselves, a Chairman, a Vice-Chairman and a Secretary who shall perform the usual duties of their respective offices.

Section 5. Duties. The B.A.R. shall regulate the external design, appearance and locations of the Sites and Improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. In furtherance thereof, the B.A.R. shall interpret, apply and enforce the architectural and other standards set forth in the Development Standards attached hereto as Exhibit "B" and incorporated herein, as such Development Standards may be amended from time to time, and shall have such further rights and duties as are established by Declarant or the Association.

#### ARTICLE XIII

##### MISCELLANEOUS PROVISIONS

Section 1. Platting. Notwithstanding anything in this Declaration set forth to the contrary, Declarant shall have the right to plat (i.e., combine, consolidate or subdivide) the Property or any portion or portions thereof (excluding those Sites in which Declarant has previously transferred, sold or otherwise conveyed its interest) pursuant to and in accordance with applicable Regulations. In the event that any such platting

shall take place subsequent to the initial conveyance of a particular Site by Declarant, the grantee of any Site or Sites so conveyed (and such grantee's successors and assigns, including mortgagees and all persons claiming an interest in such Site by, through or under such grantee) by its acceptance of such initial instrument of conveyance shall be deemed to have consented and agreed to the inclusion of any such Site in any such plat and such grantee and all parties claiming by, through or under such grantee shall be deemed to have consented and agreed to join in and execute such platting documents as may be reasonably be required to effectuate the submission, approval and recordation, in accordance with applicable Regulations, of any such plat which includes such Site. No such platting shall increase the obligations of the Owner of a Site beyond any obligations of such Owner prior to such platting. In the event Declarant exercises its right to plat or re-plat the Property, Members shall be required to sign such plats and to publicly support the platting if said platting is approved by the Association.

Section 2. Constructive Notice and Acceptance. Every person, corporation, partnership, limited partnership, trust association or other legal entity, who or which shall hereafter own or acquire any right, title, interest or estate in or to any portion of the Property, whether or not such interest is reflected upon the land records of the District of Columbia, shall be conclusively deemed to have consented and agreed to each

and every covenant, condition, restriction, reservation and easement contained or by reference incorporated herein, whether or not any reference to this Declaration is contained in the document or instrument pursuant to which such person, corporation, partnership, limited partnership, trust association or other legal entity shall have acquired such right, title, interest or estate in the Property or any portion thereof.

Section 3. Section Headings. Section headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way define, limit or describe the scope and intent of the particular sections or paragraphs in which they are contained or to which they refer.

Section 4. Effect of Invalidation. If any particular provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

Section 5. Written Notice. Whenever written notice is required as specified herein, such written notice shall be deemed made and given only when deposited in the United States Mail, postage paid and addressed to the last known address of the addressee. All such notices shall be sent certified mail, return receipt requested or by messenger (with receipt therefore).

Section 6. Use of Name.

A. Unless and until otherwise agreed to in writing by Declarant, in its sole and absolute discretion, the name and



designation of the Property or any portion thereof, including any plat or replat thereof or of a portion thereof, shall consist of only the words "Capital Commerce Center" together with appropriate identifying words or number to distinguish one parcel or a portion of the Property from any other parcel or portion which also includes the words "Capital Commerce Center"; and, if any part of the Property shall hereafter be abandoned and vacated in accordance with the law and thereafter any of the land included in such abandonment and vacation shall again be included in any part of a subdivision or consolidation, the foregoing requirements of name and designation shall apply to each and every such plat. Notwithstanding the foregoing, the Declarant may, in its sole discretion and from time to time, as it deems necessary, unilaterally change the name of the Center without prior notice to or approval by any Member.

B. Without the express and explicit written consent of Declarant in its sole and absolute discretion, no signs, posters or lettering shall be placed on any part of the Property or any structure or other improvement thereon by any name or designation other than "Capital Commerce Center" unless, with at least equal prominence, the locational designation and name "Capital Commerce Center" is included and co-joined with such other name or designation; provided, however, that nothing in this Paragraph shall be construed

as prohibiting the display on any building of the street address thereof or of signs or letterings, in compliance with the restrictions or requirements set forth in this instrument and as approved by the B.A.R., displaying the company or trade name of the occupant thereof.

Section 7. Arbitration. In the event there arises any dispute with respect to any matters contained herein (including decisions of the B.A.R.) between the Declarant, the Association or the Owner of any Site, such dispute may be resolved by binding arbitration of three (3) members which shall be the final, conclusive determination of the dispute and shall be binding upon all parties. In the event that any party wishes to resort to arbitration in order to resolve any dispute, and if not provided otherwise in this Declaration, it shall send fifteen (15) days' prior written notice of its election to do so to the party with whom the dispute exists, with a copy of such notice to the Association. Such notice shall be accompanied by the name of an arbitrator selected by the party requesting the arbitration. Within ten (10) days following receipt of such notice, the other party to the arbitration shall select an arbitrator to act for it. Within ten (10) days following selection of the second arbitrator, the two arbitrators so selected shall, jointly, agree upon the selection of a third arbitrator. A decision of a majority of the board of arbitrators shall be binding upon the parties. The arbitrators elected by the parties shall be experts

qualified in the area regarding which the dispute exists, licensed to practice their profession, if applicable in the District of Columbia, selected from either the architectural, engineering, accounting or legal professions, depending upon the nature of the dispute. The experts so selected shall, in their consideration of the dispute, be guided by the standards set forth in this Declaration or any documents referred to or recited herein or in the Articles and Bylaws of the Association. Each party shall bear the expense of the arbitrator they select. The expense of the third arbitrator shall be borne equally between the disputing parties.

Section 8. Bankruptcy. If an Owner or other Member shall become bankrupt or insolvent or unable to pay its debts as such become due, or file any debtor proceedings or if Owner shall take or have taken in any court pursuant to any statute either of the United States or of any state or district a petition in bankruptcy or insolvency or for reorganization or for appointment of receiver or trustee of all or a portion of Owner's property, or if Owner makes an assignment for the benefit of creditors, the Declarant, in addition to any other rights or remedies it may have, shall have the immediate right to accelerate any assessments or other amounts due under the provisions hereof and without further demand, Declarant may invoke the power of sale and any other remedies permitted under this Declaration or by applicable law, all without service of notice or resort to legal



process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

Section 9. Nondiscrimination. The provisions of this Declaration shall be applied by Declarant in a nondiscriminatory manner to each Site and Site Owner or other affected party.

Section 10. Interim Control. Pending the appointment and formation of the B.A.R. and/or the Association, CSX Realty, Inc., shall have all power and authority hereby granted to the B.A.R. and/or the Association under the provisions of this Declaration and the Development Standards. Any decisions rendered, actions taken, waivers granted or agreements entered into by CSX Realty, Inc. concerning the Capital Commerce Center under the provisions of this Section 9 during such interim period shall be binding upon and inure to the benefit of the parties thereto or affected thereby, their successors, heirs and assigns, the B.A.R. and the Association, provided further that such decisions, actions or agreements by CSX Realty, Inc., are otherwise permitted and authorized by applicable law and under this Declaration and the Development Standards. Nothing contained herein shall be construed as requiring the subsequent ratification or approval by the B.A.R. or the Association of CSX Realty, Inc.'s decisions, actions, waivers or agreements made, taken, granted or entered into during the interim period. Such interim decisions, actions, waivers or agreements by CSX Realty, Inc., shall be enforceable by CSX Realty, Inc., under the provisions hereof until such time

as the B.A.R. and/or the Association are appointed and incorporated respectively, and subsequent to such appointment of the B.A.R. and incorporation of the Association, such enforcement powers shall be held by the B.A.R. and the Association.

Section 11. Savings Clause. If any covenant, condition or restriction of this Declaration or the application thereof to any person or entity or circumstance is to any extent held invalid, then the remainder of this Declaration of Covenants, Conditions and Restrictions or the application of such provisions to persons, entities or circumstances other than those as to which it is held invalid shall not be affected thereby, and each covenant, condition and restriction shall be valid and enforced to the fullest extent permitted by law or equity.

IN WITNESS WHEREOF, CSX Realty, Inc., a Virginia corporation, as Declarant, has had its corporate seal hereto attached, and has caused the Declaration of Covenants, Conditions and Restrictions to be signed with its corporate name by Richard L. Beadles, its President, attested by Penelope W. Cyle, its assistant secretary, and has appointed Richard L. Beadles to be its attorney-in-fact, the same to acknowledge and deliver this instrument according to law, all as of the day and year first hereinabove written.

ATTEST:

CSX REALTY, INC.,  
Declarant

P. W. Kyle  
P. W. Kyle  
Assistant Secretary  
(Corporate Seal)

By: Richard L. Beadies  
Richard L. Beadies,  
President

State of Virginia  
City of Richmond

ss:

I, James C. McIntosh, a Notary Public in and for the aforesaid jurisdiction, do hereby certify that Richard L. Beadies, who is personally well known (or satisfactorily proven) to me as the person named as attorney-in-fact in the foregoing and annexed Declaration of Covenants, Conditions and Restrictions, bearing the date of October 14, 1988, personally appeared before me in said jurisdiction and as attorney-in-fact as aforesaid, and by virtue of the authority vested in him by said Declaration of Covenants, Conditions and Restrictions, acknowledged the same to be the act and deed of CSX Realty, Inc., a Virginia corporation, the Declarant therein.

GIVEN under my hand and seal this 15<sup>th</sup> day of October, 1988.

James C. McIntosh  
Notary Public

My commission expires:

ccc-dccr.#2//rbh#4



3584  
 4 to 8, 10 to 18,  
 20 to 22

## EXHIBIT "A"

## LEGAL DESCRIPTION

TRACT 1

Being all of Lots 4, 5, 6, 12, 13, 14, 15, 16 and 17 and part of Lots 7, 8, 10, 11, 13, 20, 21, and 22 in Square 3584, and Closed 3rd Street, N.E., Washington, D.C. as recorded among the files of the Office of the Surveyor of the District of Columbia in Public Land Records Book 6. Page 85, and being more particularly described as follows:

BEGINNING for the same at a point on the Northerly right of way line of Florida Avenue, N.E., said point being the Southwesterly corner of said Lot 22 in Square 3584, as per plat recorded in Liber County 17 at folio 4 among the said Surveyor's Office Records:

1. thence running with said Florida Avenue, North 61 degrees 21 minutes 46 seconds West, 193.19 feet to a point at the Southeast corner of Lot 23, Square 3584.
2. thence leaving aforesaid Florida Avenue and running with the Easterly line of said Lot 23, North 05 degrees 54 minutes 35 seconds East, 164.29 feet to a point on the Southeasterly right of way line of New York Avenue, N.E.,
3. thence running with aforesaid New York Avenue, N.E., North 66 degrees 00 minutes 44 seconds East, 500.01 feet to a point on the westerly right of way line of Washington Metropolitan Area Transit Authority (WMATA):
4. thence leaving aforesaid New York Avenue, N.E., and running with aforesaid WMATA right of way line the following six courses and distances: South 21 degrees 30 minutes 57 seconds West, 225.72 feet (measured) to a point;
5. thence 80.12 feet (measured) along a curve to the left, said curve having a radius of 18,382.47 feet and a chord bearing and distance of South 21 degrees 23 minutes 28 seconds West, 80.12 feet (measured) to a point;
6. thence 85.11 feet (measured) along a curve to the left, said curve having a radius of 6,007.99 feet and a chord bearing and distance of South 20 degrees 51 minutes 34 seconds West, 85.11 feet (measured) to a point;

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3 1 0 0 0 0 0 2 1 5

7. thence 80.17 feet (measured) along a curve to the left, said curve having a radius of 3,593.38 feet and a chord bearing and distance of South 19 degrees 48 minutes 55 seconds West, 80.17 feet (measured) to a point;

8. thence 47.53 feet (measured) along a curve to the left, said curve having a radius of 3,008.00 feet and a chord bearing and distance of South 18 degrees 43 minutes 25 seconds West, 47.53 feet (measured) to a point;

9. thence 35.68 feet (measured) along a curve to the left, said curve having a radius of 3,009.00 feet and a chord bearing and distance of South 17 degrees 55 minutes 50 seconds West, 35.68 feet (measured) to a point on the Northerly right of way line of Florida Avenue, N.E.

10. thence leaving said WMATA right of way line and running with said Florida Avenue, N.E., North 61 degrees 21 minutes 46 seconds West, 123.57 feet (measured) to the point of beginning, containing 120,996.00 square feet or 2.7777 acres of land, more or less.

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3575  
800

3576  
28, 29, 49, 50  
803, 806, 807 811

3605  
808

3579  
2  
800

TRACT 2  
Par 131, 130, 118, 117

3582  
1

Being all of Lot 811, Square 3571, all of Lot 800, Square 3575, all of Lots 28, 29, 49, 50, 803, 806 and 807, Square 3576, all of Lot 800, Square 3579, all of Lot 1, Square 3582, and all of Parcels 131/224, 130/8, 118/3, 117/22 and 117/23, and part of Lot 2, Square 3579, and part of Lot 808, Square 3605, and also part of Closed 3rd Street, N.E., part of Closed Quincy Place, N.E., and part of the Closed Alley in Square 3576, according to the records on file in Office of the Surveyor of the District of Columbia, being more particularly described as follows:

BEGINNING for the same at the Northwest corner of Lot 51 in Square 3576, as per plat recorded in Liber 66 at folio 75 among the Records of the Office of the Surveyor for the District of Columbia; thence running with the common property line of Lots 50 and 51 and to Southerly extension and crossing a 20 foot alley

1. South 00 degrees 00 minutes 30 seconds West, 110.00 feet (measured) to a point; thence with the Southerly line of said alley
2. South 89 degrees 59 minutes 30 seconds East, 40.00 feet (measured) to a point; thence leaving the Southerly line of said alley and running across aforesaid alley
3. North 00 degrees 00 minutes 30 seconds East, 10.00 feet (measured) to a point on the centerline of said alley; thence with said centerline
4. South 89 degrees 59 minutes 30 seconds East, 244.00 feet (measured) to a point; thence leaving said centerline and running across said alley
5. North 00 degrees 00 minutes 30 seconds East, 10.00 feet (measured) to a point on the Northerly line of said alley; thence running with the Northerly line of said alley and the South line of Lot 28, Square 3576
6. North 89 degrees 59 minutes 30 seconds West, 18.00 feet (measured) to the common Southerly corner of Lots 27 and 28, Square 3576, thence with the common line of Lots 27 and 28



7. North 00 degrees 00 minutes 30 seconds East, 90.00 feet (measured) to the Southerly right of way line of "R" Street, N.E.; thence with said Southerly right of way line
8. South 89 degrees 59 minutes 30 seconds East, 310.74 feet (measured) to the intersection of the Southerly right of way line of "R" Street, N.E., and the Westerly right of way line of the Metropolitan Branch of the Baltimore and Ohio Railroad (Parcel 117/22), said point being 181.70 feet East of the Easterly right of way line of 3rd Street, N.E., now closed and abandoned; thence leaving said Southerly right of way line and running with aforesaid Westerly railroad right of way line
9. North 22 degrees 43 minutes 01 seconds East, 97.34 feet (measured) to a point at the intersection of the Northerly right of way line of said "R" Street, N.E., and aforesaid Westerly railroad right of way line; thence continuing with aforesaid Westerly railroad right of way line (Parcel 118/3)
10. North 22 degrees 33 minutes 51 seconds East, 388.32 feet (measured) to a point on the centerline of abandoned 4th Street, N.E.; thence running with part of the centerline of said 4th Street, N.E., now closed and abandoned and with the West line of said Lot 811, Square 3571
11. North 00 degrees 01 minutes 07 seconds West, 92.13 feet (measured) to a point on the Southerly right of way line of "S" Street, N.E.; thence running with part of said Southerly right of way line and with the North line of said Lot 811, Square 3571
12. South 89 degrees 37 minutes 00 seconds East, 38.41 feet (measured) to a point on aforesaid Westerly railroad right of way line; thence running with part of said Westerly railroad right of way line (Parcel 130/8)
13. North 22 degrees 38 minutes 49 seconds East, 19.19 feet (measured) to a point on the Easterly right of way line of 4th Street, N.E.; thence leaving said railroad right of way line and running with part of said Easterly right of way line and with the Westerly line of aforesaid Lot 800, Square 3606
14. North 00 degrees 01 minutes 09 seconds East, 72.29 feet (measured) to a point; thence leaving said Easterly right of way line and running with the North line of Lot 800, Square 3606

CONTINUED

15. South 89 degrees 58 minutes 51 seconds East, 30.13 feet (measured) to a point on the aforesaid Westerly railroad right of way line, thence running with said railroad right of way line (Parcels 130/8 and 131/224)
16. North 22 degrees 38 minutes 49 seconds East, 2,639.49 feet (measured) to a point on the Southerly right of way line of Rhode Island Avenue, N.E.; thence running with part of said Southerly right of way line
17. North 66 degrees 05 minutes 37 seconds East, 149.60 feet (measured) to a point, thence leaving said Southerly right of way line and running across aforesaid Lot 808, Square 3605
18. South 20 degrees 36 minutes 03 seconds West, 1,075.33 feet to a point on the South 68 degrees 34 minutes 23 seconds East, 19.83 foot line of a right of way for the Washington Metropolitan Area Transit Authority as per plat of computation on file in the Office of the Surveyor of the District of Columbia in Survey Book 191 at page 58; thence running reversely with the outline of aforesaid WMATA right of way and the outline of aforesaid Lot 808, Square 3605 the following twelve (12) courses and distances
19. North 68 degrees 34 minutes 05 seconds West, 3.71 feet (measured) to a point; thence
20. South 21 degrees 25 minutes 55 seconds West, 271.00 feet (measured) to a point; thence
21. North 68 degrees 11 minutes 06 seconds West, 2.17 feet (measured) to a point; thence
22. North 21 degrees 50 minutes 59 seconds East, 1.00 foot (measured) to a point; thence
23. North 68 degrees 11 minutes 52 seconds West, 6.50 feet (measured) to a point; thence
24. South 21 degrees 43 minutes 08 seconds West, 272.00 feet (measured) to a point; thence
25. South 68 degrees 11 minutes 52 seconds East, 5.92 feet (measured) to a point; thence

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26. South 21 degrees 30 minutes 57 seconds West, 510.19 feet (measured) to a point, thence
27. South 68 degrees 29 minutes 03 seconds East, 4 50 feet (measured) to a point; thence
28. South 21 degrees 30 minutes 57 seconds West, 759.21 feet (measured) to a point; thence
29. North 68 degrees 29 minutes 03 seconds West, 10.00 feet (measured) to a point; thence
30. South 21 degrees 30 minutes 57 seconds West, 472.84 feet (measured) to a point on the Southerly right of way line of "R" Street, N.E., as now closed and abandoned; thence continuing with said WMATA right of way and with the outline of aforesaid Lot 808, Square 3605 the following three courses and distances
31. South 21 degrees 30 minutes 57 seconds West, 919.17 feet (measured) to a point; thence
32. South 68 degrees 29 minutes 03 seconds East, 12.50 feet (measured) to a point; thence
33. South 21 degrees 30 minutes 57 seconds West, 24.64 feet (measured) to a point on the Northerly right of way line of New York Avenue, N.E.; thence leaving said WMATA right of way line and running with said Northerly right of way line
34. South 66 degrees 00 minutes 44 seconds West, 904.48 feet (measured) to a point on the Northerly right of way line of Florida Avenue, N.E.; thence leaving said New York Avenue and running with the Northerly right of way line of Florida Avenue, N.E.
35. North 61 degrees 21 minutes 46 seconds West, 159.26 feet (measured) to the Easterly right of way line of Eckington Place, N.E.; thence leaving said Florida Avenue and running with the Easterly right of way line of said Eckington Place, N.E.
36. North 12 degrees 19 minutes 30 seconds East, 818.02 feet (measured) to the Southwest corner of the tract of land conveyed to Eckington Place Limited Partnership (Lot 805, Square 3576); thence leaving aforesaid Eckington Place, N.E. and running with

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the outline of aforesaid Eckington Place Limited Partnership Property (Lot 205, Square 3576) the following three courses and distances

37. South 89 degrees 59 minutes 30 seconds East, 363.71 feet (measured) to a point; thence

38. North 00 degrees 00 minutes 30 seconds East, 246.00 feet (measured) to a point, thence

39. North 89 degrees 59 minutes 30 seconds West, 76.84 feet to a point at the Southeast corner of Parcel 117/21, said point also being the Southwest corner of aforesaid Lot 807, Square 3576; thence leaving said Eckington Place Limited Partnership Property and running with the East line of said Parcel 117/21 and the West line of said Lot 807, Square 3576

40. North 00 degrees 00 minutes 30 seconds East, 129.00 feet (measured) to a point on the Southerly right of way of said "R" Street, N.E.; thence leaving the outline of said Parcel 117/21 and running with the Southerly right of way line of said "R" Street, N.E. and the North line of Lots 807, 49 and 50, Square 3576

41. South 89 degrees 59 minutes 30 seconds East, 74.88 feet (measured) to the Northwest corner of said Lot 51, Square 3576, and the point of beginning, containing 1396234 square feet or 32.0531 acres of land, more or less.

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CSX REALTY, INC.

CAPITAL COMMERCE CENTER  
WASHINGTON, D.C.

Development Standards

Exhibit "B" to Declaration of  
Covenants, Conditions and Restrictions

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## ARTICLE 1

## INTRODUCTION

1.1 General.

Capital Commerce Center ("the Center") encompasses approximately thirty-two (32) acres located north of New York and Florida Avenues, east of North Capital Street and South of Rhode Island Avenue in Northeast Washington, D.C., more particularly shown on Exhibit "A" ("Property").

CSX Realty, Inc., the owner of the Property, will establish a Board of Architectural Review ("B.A.R.") to review all site and building plans for preliminary and final approval (see Article 2, "Site Plan and Building Approval," for approval procedures and requirements). The B.A.R. shall have the authority to reject any proposals which it finds incompatible with the high quality environment planned for the Center.

The total amount and mix of development permitted at the Center will be a function of the D.C. Government's large tract review procedure and all other applicable zoning, subdivision and other land use approvals required by the District of Columbia from time to time. The B.A.R. requirements may be more restrictive than municipal regulations in establishing the amount and type of development which may be permitted on individual parcels. In every case the more restrictive regulations shall govern. In the event an applicant is granted a waiver or variance from any Regulation, the B.A.R. shall nevertheless have final approval of



the waiver or variance before such waiver or variance becomes effective.

All requirements of public agencies must be followed in the development of the Property and all plans must be approved by the District of Columbia or appropriate governmental or quasi-governmental agency having jurisdiction over the Property. These guidelines contained within this document shall be in conjunction with and in addition to all governmental rules and regulations, and shall in no way limit the legal liability of the purchaser/applicant from compliance with any governmental or quasi-governmental agency rules or regulations.

1.2. Definitions.

1. "B.A.R." shall mean the Board of Architectural Review appointed in accordance with Article XII, Section 2 of the Declaration of Covenants, Conditions and Restrictions ("Declaration") for Capital Commerce Center, Washington, D.C., recorded in the land records of the District of Columbia.
2. "Association" shall mean and refer to Capital Commerce Center Association, Inc., a District of Columbia corporation, and its successors and assigns.
3. "Property" shall mean and refer to the real property, including any Improvements now or in the future constructed thereon, shown on Exhibit "A" and such additional property as may be brought within the jurisdiction of the Association.

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4. "Regulations" shall mean all applicable laws, statutes, codes, ordinances, rules, regulations, limitations, restrictions, orders, judgments or other requirements of any governmental or quasi-governmental authority having jurisdiction over the Property or any Improvements now or in the future constructed or located therein.

5. "Site" shall mean each separate lot, tract or parcel of real property within the Property.

## ARTICLE 2

### SITE PLAN AND BUILDING APPROVAL

#### 2.1 Submittal Requirements

All development at the Center must receive signed site plan and building approval from the B.A.R. prior to the submission of plans and specifications to the District of Columbia for the issuance of a building permit and prior to the undertaking of any site improvements, including clearing, grading, construction, and/or installation of signs, paving, landscaping, exterior building alterations or additions. The B.A.R. shall have the power to employ professional consultants to assist it in discharging its duties, including but not limited to, civil engineers, architects or landscape architects. The decision of the B.A.R. shall be final, conclusive, and binding upon the applicant. Plans must be submitted to the B.A.R. in two stages: Schematic/Preliminary and Final Construction Documents. Approval of the Schematic/Preliminary submission must be completed before

submission of the Final Construction Documents can be made for B.A.R. approval.

All submissions shall include the following information:

- A. Name and address of applicant and all consultants participating in the design and documentation of the project.
- B. Graphic scales as appropriate
- C. North arrow
- D. Location plan within the development
- E. Date of submittal and dates of revisions to previous submittal.

Three sets of plans and other documents shall be submitted for review at each stage.

## 2.2 Schematic/Preliminary Submission

The following documents shall be submitted to the B.A.R. for review:

1. Site plan at a scale of 1" = 50' showing the following information:
  - a. Proposed grading, utilities, parking, loading areas, driveways, trash receptacles and curb cuts.
  - b. Proposed landscaping, special paving and site furnishings.
  - c. Location of any proposed easements.



- d. Location of ground mounted equipment such as emergency generators and air conditioning equipment.
  - e. Location of screening walls or landscaping as required by these Development Standards.
  - f. Location of security fences.
  - g. Location of all buildings, structures and improvements and any appurtenances thereto.
2. Building Design drawings at a scale of 1/16"=1'0" as follows:
- a. Floor plans of all levels indicating general core configuration, location of fire stairs, elevators, structural bays, window locations, building entries and exits and loading docks.
  - b. Building elevations of all exterior facades indicating the location of windows, entries, loading bays, materials, rooftop equipment and screens, with notes and dimensions sufficient to fully explain the design intent.
  - c. Building cross section indicating floor to floor heights, relationship of floor to grade, truck dock areas, and rooftop mechanical equipment and enclosures, with notes and dimensions sufficient to explain the design intent.