

Declaration as recorded in the DC land records as Instrument No. 8100002529. The first 8 pages of this document are missing from the digitized version in the land records, so unrecorded copies of the first 8 pages are inserted here.

EXHIBIT IV-A TO PUBLIC
OFFERING STATEMENT

DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP
OF PREMISES LOCATED IN WASHINGTON, D.C., PURSUANT TO THE
DISTRICT OF COLUMBIA CONDOMINIUM ACT OF 1976, AS AMENDED

BADER TENANTS LIMITED PARTNERSHIP, a District of Columbia limited partnership (hereinafter called the "Declarant"), does hereby declare:

1. Submission of Property

The Declarant hereby submits the Land described in Exhibit A to this Declaration, together with the Building and improvements thereon, and owned by the Declarant in fee simple absolute to the provisions of the District of Columbia Condominium Act of 1976, as amended (D.C. Law 1-89), in order to create a plan of condominium ownership in such property. The property is shown on the Condominium Plat recorded among the records of the Office of the Surveyor in the District of Columbia in Condominium Book _____ at page _____.

2. Name of Condominium

The name and address of the Condominium is:

The Bader, a Condominium
2515 K Street, N.W.
Washington, D.C. 20037

3. Definitions

The following terms used in this Declaration and in the other documents constituting the Condominium Instruments are intended to be consonant with the meanings ascribed to them by the Act and are defined as follows:

Act. The Condominium Act of 1976 (D.C. Law 1-89) of the District of Columbia, as amended from time to time.

Assessments. Those monthly or other fees, including special fees, established by the Board on behalf of the Association which all Unit Owners, as members of the Association, are bound to pay as their share of the Common Expenses of the Association.

Association or Unit Owners' Association. All of the Unit Owners acting as a group in accordance with the By-Laws; sometimes referred to as Bader Unit Owners' Association.

Board or Board of Directors. The persons designated or elected as such in accordance with the By-Laws who shall act for the Association in governing the Condominium.

Building. The building situated on the Land, as more particularly shown on the Condominium Plat, and containing all the Units which comprise part of the Condominium.

By-Laws. The By-Laws recorded simultaneously with this Declaration, and such amendments thereto as may be recorded from time to time pursuant to the provisions of the Act.

Common Elements. All portions of the Condominium other than the Units, as more fully set forth in Section 7 of this Declaration.

Common Expenses. All lawful expenditures made or incurred by or on behalf of the Association, together with all lawful Assessments for the creation and maintenance of the Condominium and the establishment of reserves, all made pursuant to the provisions of the Condominium Instruments.

Common Profits. All income collected or accrued by or on behalf of the Association, other than income derived by assessment.

Condominium. The Land and Building and any incident thereto or interest therein more particularly described in Section 1 and submitted to Condominium ownership pursuant to the Act by the recording of this Declaration and the other Condominium Instruments.

Condominium Instruments. This Declaration, the By-Laws, the Condominium Plat, the Condominium Plans and any and all exhibits, schedules or certificates thereto, and all amendments thereto which are recorded pursuant to the provisions of the Act.

Condominium Plans. The plans of the Building showing each Unit and any amendments thereof, made and recorded in accordance with the Act.

Condominium Plat. One or more plats of survey showing the Condominium and any amendments thereof, made and recorded in accordance with the Act.

Condominium Unit. A Unit together with the Percentage Interest in the Common Elements appertaining to that Unit.

Declarant. Bader Tenants Limited Partnership, a District of Columbia limited partnership, and its successors and assigns.

Declaration. This instrument and such amendments thereof as may be recorded from time to time pursuant to the provisions of the Act.

First Mortgagee. The holder of any first mortgage or the beneficiary of any first deed of trust encumbering a Condominium Unit. The term "mortgage" is deemed to include the term "deed of trust."

Identifying Number. One or more letters or numbers, or both, that identifies only one Unit in the Condominium.

Land. The real property described in Exhibit A to this Declaration, exclusive of the Building, and all easements and rights appurtenant thereto.

Limited Common Elements. A portion of the Common Elements reserved for the exclusive use of those entitled to the use of one or more, but less than all, of the Units as set forth in Section 7B of this Declaration.

Majority of the Owners. Owners of Condominium Units to which more than 50% of the Percentage Interests appertain. Any specified percentage of the Owners means the Owners of Condominium Units to which the specified percentage of the Percentage Interests appertains.

Managing Agent or Agent. A person or business entity employed by the Association to perform such duties and services as the Board of Directors shall authorize.

Par Value. The number of points assigned to each Unit by this Declaration as set forth in Exhibit B and in Section 9 of this Declaration.

Percentage Interest. The undivided interest (stated as a percentage) of each Unit in the Common Elements as set forth in Exhibit B to this Declaration.

Person. A natural person, corporation, partnership, association, trust or other entity capable of holding title to real property, or any combination of the foregoing.

Record (or any form of the verb "to record"). Recordation in substantial accordance with the provisions of those laws codified in Title 45 of the District of Columbia Code or in substantial accordance with the requirements of the Office of the Surveyor of the District of Columbia.

Rules and Regulations. The rules and regulations adopted from time to time by the Board that are deemed necessary for the enjoyment of the Condominium, provided they are not in conflict with the Act or the Condominium Instruments.

Unit. A portion of the Condominium for residential use as more particularly described in Section 6 of this Declaration, designed and intended for individual ownership and consisting of any one of those portions of the Condominium which are separately identified by an Identifying Number and separately shown on the Condominium Plans.

Unit Owner. Any person who owns a Condominium Unit in fee simple.

4. Building

The location and dimensions of the Building on the Land are shown on the Condominium Plat. The Building contains

eight floors plus a basement. Declarant will sell all 96 of the Units to tenants and the general public. However, Declarant reserves the right to lease any unsold Units. Declarant reserves the right in its discretion to designate certain Units for its use as management and/or sales offices for so long as there are Units to be sold in the building.

5. Description of Units

The dimensions of the vertical boundaries of each Unit, together with its Identifying Number and relative location, are set forth in the Condominium Plans. The Identifying Number, Par Value and Percentage Interest of each Unit are set forth in Exhibit B to this Declaration. The Percentage Interest of each Unit is the percentage obtained by dividing the Par Value of the Unit by the sum of the Par Values of all Units.

6. Dimensions of Units

Each Unit consists of the volumes or cubicles of space which are enclosed by the lower, upper and lateral or perimetrical boundaries described as follows:

A. Upper and Lower Boundaries.

(i) In the case of a Unit located on the ground floor through the seventh floor, the lower-boundary is a horizontal plane, the elevation of which coincides with the unfinished upper surface of the floor separating the lower floor from the floor on which the particular Unit is located, extended to intersect the lateral or perimetrical boundaries thereof, and the upper boundary is a horizontal plane, the elevation of which coincides with the lower surface of the unfinished ceiling separating the floor on which the particular Unit is located from the higher floor, extended to intersect the lateral or perimetrical boundaries thereof.

(ii) In the case of a Unit located on the top floor of the Building, the eighth floor, the lower boundary is a horizontal plane, the elevation of which coincides with the unfinished upper surface of the floor separating the floor on which the particular Unit is located from the lower floor, extended to intersect the lateral or perimetrical boundaries thereof, and the upper boundary is a horizontal plane, the elevation of which coincides with the lower surface of the unfinished ceiling separating the floor on which the particular Unit is located from the roof extended to intersect the lateral or perimetrical boundaries thereof.

B. Lateral or Perimetrical Boundaries. The lateral or perimetrical boundaries of a Unit are vertical planes which coincide with the unfinished surfaces of the perimeter walls and the walls dividing the Units, including the inside surfaces of all windows, doors, and vents, extended to intersect the upper and lower boundaries of the Unit and to intersect the other lateral or perimetrical boundaries thereof.

C. Additional Items Included in Units. In addition, each Unit contains: (i) all non-structural interior partition walls located within the boundaries of the Unit excepting such part as may comprise part of the Common Elements; (ii) the decorated surfaces of all boundary walls, ceilings and floors, consisting of, among other things and as appropriate, wallpaper, paint, interior brick surface, lath, wallboard, plaster, carpeting, floor and wall tiles and other floor and wall coverings and all other finishing materials; and (iii) all immediately visible fixtures, appliances and mechanical and electrical systems and equipment, commencing at the point of disconnection from the structural body of the Building and from utility lines, pipes or systems serving the Unit, except for the combination heating and cooling vertical fan coil unit devices.

D. Items Excluded from Units. A Unit shall be deemed not to include: any pipes, wires, conduits and other public utility lines, ventilation or other ducts, heating and cooling systems equipment, bearing walls and structural portions of the Building running through a Unit which are utilized for or serve more than one Unit, the combination heating and cooling vertical fan coil unit devices, and all other property and fixtures of any kind which is not removable without jeopardizing the soundness, safety or usefulness of the remainder of the Condominium.

7. Common Elements

The Common Elements consist of all portions of the Condominium other than the Units.

A. General Common Elements. The General Common Elements consist of all Common Elements other than Limited Common Elements and include without limitation, (i) the Land, (ii) the foundations, roofs, slabs, floors, ceilings, perimeter walls, structural interior walls, laundry rooms, hallways, stairs, foyers, trash areas, steps, pipes, stacks, watermains, wires, conduits, air ducts, boilers, central heating system, central air conditioning system, lateral serving stacks, public utility lines and meters not owned by utility suppliers, other service installations regardless of location, maintenance and storage areas, janitor closets, (iii) trees, shrubbery, gardens, patios, interior or exterior lighting devices, and any and all other items or things of common use or necessary to the existence, upkeep, use, and safety of the Building and other Condominium property, including, without limitation, sidewalks, walkways, roadways, vehicle ingress and egress lanes and all other paved areas.

B. Limited Common Elements. The Limited Common Elements are those Common Elements reserved for the exclusive use of specific Units, to the exclusion of all other Units. Each combination heating and cooling vertical fan coil unit device, commencing at the point of disconnection from the structural body of the Building and from pipes serving the appurtenant Unit is a Limited Common Element assigned to and reserved for the exclusive use of that Unit.

B. Ownership and Use of the Common Elements

A. Each Unit is allocated a Percentage Interest equal to the Par Value assigned to that Unit in Section 9 of this Declaration and set forth in Exhibit B to this Declaration. The Percentage Interest shall not be separated from the Unit and shall be deemed to be conveyed or encumbered with the Unit even though such Percentage Interest is not expressly mentioned or described in the document of conveyance or encumbrance.

B. The use of the Common Elements shall be limited to the Unit Owners in residence, to their tenants in residence, to their guests, invitees and licensees and shall be governed by the Condominium Instruments and the Rules and Regulations.

9. Assignment of Par Value and Allocation of Percentage Interest to Each Unit

Each Condominium Unit is identified in Exhibit B to this Declaration by a separate Identifying Number. Each Condominium Unit is assigned the Par Value (points) and is allocated the Percentage Interest set forth opposite the Identifying Number of that Condominium Unit in Exhibit B to this Declaration. The Par Value of each Unit is based on the ratio of approximate number of square feet of floor area in that Unit to the total approximate number of square feet of floor area in all Units. The Par Value of a Unit shall not be deemed to reflect or control the sales price or fair market value of any Unit, and no opinion, appraisal or fair market transaction shall affect the Par Value of any Unit or any Percentage Interest, voting rights in the Association, liability for Common Expenses or rights to Common Profits assigned or allocated on the basis of Par Value.

10. Easements for Encroachments

To the extent that any Unit, or Common Element encroaches on any other Unit, or Common Element, whether by reason of any deviation from the Condominium Plat and Condominium Plans in the construction, repair, renovation, restoration or replacement of any improvement, or by reason of the settling or shifting of any land or improvement, a valid easement for such encroachment shall exist; provided, however, such easement shall not relieve a Unit Owner from liability in case of willful and intentional misconduct by him or his agents, employees, guests or family members.

11. Easement of Support

Every portion of a Unit which contributes to the structural support of a Building shall be burdened with an easement of structural support for the benefit of all other Units and the Common Elements contained in such Building.

12. Easement to Facilitate Sales

The Declarant and the Declarant's authorized agents, representatives and employees shall have an easement and the right exercisable in its sole discretion to use any Units owned by the Declarant as sales offices, management offices and models for the sale of Units and to use the Common Elements for the same sales purposes; provided, however, these easements shall cease upon Declarant's ceasing to be a Unit Owner.

13. Easements for Use of Common Elements Located Inside Units

Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units or the Common Elements and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units and the Association to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other Units or the Common Elements and located in such Unit. The Board of Directors and its

designees on behalf of the Association shall have an easement and a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Building.

14. Use of Units and Compliance with Condominium Instruments

A Unit shall be used only as a private residence and for no other purpose except for such other uses as may be approved by the Board of Directors. Tenants, occupants and users of Units and any person who uses any part of the Condominium in any manner, are subject to, and shall comply with, the provisions of the Condominium Instruments and Rules and Regulations. The acquisition, rental, occupancy or use of a Unit or the use of any part of the Condominium by any person shall constitute his agreement to be subject to and bound by the provisions of the Condominium Instruments and the Rules and Regulations, and such provisions shall be deemed to be enforceable equitable servitudes and covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated in full in each and every deed of conveyance or lease thereof. Failure to comply with any of such provisions shall be grounds for legal and equitable relief, maintainable by the Board on behalf of the Association or, in a proper case, by an aggrieved Unit Owner. In any such action at law or in equity which is successfully brought by or on behalf of the Association, the Association shall be entitled to recover all reasonable costs and expenses of any such action, including reasonable attorney's fees.

15. Units Subject to Easements for Ingress and Egress Through, and Use of, Common Elements.

Each Unit Owner shall have an easement in common with the Owners of all other Condominium Units for ingress and egress through, and for the use and enjoyment of, all Common Elements, subject to the rules and regulations from time to time adopted by the Board of Directors. The Condominium shall be subject to all covenants, limitations and restrictions of record.

16. Alterations

A Unit Owner, in accordance with the Condominium By-Laws, may make any improvements or alterations within his Unit that do not impair the structural integrity of any structure or otherwise lessen the support of any portion of the Condominium; but no Unit Owner shall do anything which would change the exterior appearance of his Unit or of any other portion of the Condominium without the express written consent of the Board of Directors.

17. Amendments

A. The Declarant reserves the right to amend the Condominium Instruments so long as there is no Unit Owner other than the Declarant.

B. At such time as there is a Unit Owner other than the Declarant, this Declaration may be amended by (i) agreement of Unit Owners of Units to which two-thirds of the votes in the Association appertain; provided, however, that any such amendment which impairs or affects the rights, priorities, remedies or interests of First Mortgagees shall have been approved in writing by the First Mortgagees holding mortgages encumbering 75% or more of the Units encumbered. No such amendment shall become effective until it is recorded. At such time as there is a Unit Owner other than the Declarant, no amendment to the Condominium Instruments shall change (i) boundaries of any Unit, (ii) the Percentage Interests, (iii) the liability for Common Expenses or rights to Common Profits appertaining to any Unit, or (iv) the number of votes in the Association appertaining to any Unit, except by unanimous consent of the Unit Owners.

18. No Revocation or Partition

The Common Elements shall remain undivided and no Unit Owner, or any other person shall bring any action for partition or division thereof, nor shall the Common Elements be abandoned by act or omission, unless the Condominium regime is terminated by agreement of 80% or more of the Unit Owners with the written approval of First Mortgagees holding mortgages encumbering 75% or more of the Units subject to such Mortgages.

19. Consent of First Mortgagees

Notwithstanding any other provision of this Declaration, the By-Laws or the Rules and Regulations, unless at least 75% of the First Mortgagees (based upon one vote for each mortgage owned) have given their prior written approval, the Unit Owners' Association and Board shall not be entitled to: (a) by act or omission, seek to abandon or terminate the Condominium regime; (b) change the pro rata interest or obligations of any Unit for purposes of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or (ii) determining the pro rata share of ownership of each Unit in the Common Elements; (c) partition or subdivide any Unit; (d) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium shall not be deemed a transfer within the meaning of this clause); or (e) use hazard insurance proceeds for losses to the Condominium (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such improvements, except as provided in the Condominium Instruments or the Act.

20. Priority of First Mortgagees

No provision of this Declaration, the By-Laws, or Rules and Regulations shall be construed to grant to any Unit Owner or to any other party, any priority over any rights of First Mortgagees of the Condominium Units pursuant to their first mortgages in case of the distribution to Unit Owners of insurance proceeds or condemnation awards for losses to

or a taking of Units or the Common Elements or any portions thereof.

21. Changes by Declarant

Nothing contained in this Declaration shall be deemed to impose upon the Declarant or its successors or assigns any obligation of any nature to build, construct or provide any additions to the Condominium regime hereby created.

22. Liability for Assessments

A Unit Owner shall be personally liable for all lawful Assessments, or installments thereof, levied against his Condominium Unit which become due while he is the owner of a Unit; and this liability of the Unit Owner is in addition to the lien for assessments in favor of the Association on the Condominium Unit created by the Act.

23. Rights of Declarant to Inure to Certain Successors and Assigns

All rights reserved to the Declarant by the terms of this Declaration and the By-Laws shall also inure (a) to any mortgagee, successor or assignee of the Declarant who acquires title to the land or any portion thereof from Declarant by foreclosure or otherwise, and (b) to any assignee of such mortgagee, successor or assignee of Declarant.

24. Captions

The captions herein are used solely as a matter of convenience and shall not define or limit any of the terms or provisions hereof.

25. Grammar

Whenever the context so permits, the use of the plural shall include the singular, the singular shall include the plural, and any gender shall be deemed to include all genders.

26. Exhibits

Exhibits A and B attached hereto are an integral part of this Declaration.

27. Invalidity and Severability

It is the intention of the Declarant that the provisions of this Declaration are severable so that if any provision is invalid or void under any applicable Federal, state or local law or ordinance, the remainder shall be unaffected thereby.

28. Waiver.

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

IN WITNESS WHEREOF, on this 22nd day of January, 1981, DAVID R. MARSHALL & ASSOCIATES, INC., a Virginia corporation, general partner of the Declarant, has caused this Declaration to be signed by David R. Marshall, Jr., its President, and its corporate seal to be affixed and attested to by Despina S. Kaneles, its Assistant Secretary, and does hereby constitute and appoint David R. Marshall, Jr. as its attorney-in-fact to acknowledge and deliver this Declaration as the act and deed of said corporation and of the Declarant.



ATTEST:
[Corporate Seal]

Despina S. Kaneles
Assistant Secretary

BADER TENANTS LIMITED
PARTNERSHIP
By its general partner,
David R. Marshall &
Associates, Inc.

By David R. Marshall, Jr.
President

DISTRICT OF COLUMBIA) ss:

I Kathleen Van Liere, a notary public in and for the District of Columbia, do hereby certify that David R. Marshall, Jr., who is personally well known to me as the person named as attorney-in-fact in the foregoing Declaration, bearing date of January 22, 1981, personally appeared before me in said District and as attorney-in-fact as aforesaid, and by virtue of the authority vested in him, acknowledged said Declaration to be the act and deed of the Declarant therein.

Given under my hand and seal this 22nd day of January, 1981.

Kathleen Van Liere
Notary Public

My Commission expires: 1-1-85.

EXHIBIT A TO DECLARATION

The Bader, a Condominium
2515 K Street, N.W.
Washington, D.C.

Legal Description of Land

Lot numbered 52 in Square 15 as per plat recorded in Subdivision Book 172 at page 28 on October 7, 1980, in the office of the Surveyor for the District of Columbia. (At the date hereof the above described land is designated on the Records of the Assessors of the District of Columbia for taxation purposes as Lot 821 in Square 15.)

The Condominium has an exclusive and perpetual easement on the following described land:

Being part of original Lot 2, Square 15 as recorded in the Surveyor's Office, District of Columbia and described in Record 1, Book 15 and being more particularly described as follows:

Beginning for the same at a point on the dividing line between Lot 16 and Lot 2, said point being West 55.50 feet from the west side of 25th Street, N.W. and the corner front corner of Lot 16 and Lot 817, thence running with a division line through Lot 2 for the next 3 calls.

- (1) South 10.00 feet to a point; thence
- (2) West 23.75 feet to a point; thence
- (3) North 10.00 feet to a point, thence continuing through Lot 2 and thence between Lot 2 and Lot 16.
- (4) East 23.75 feet to the point of beginning, containing 237.5 square feet.

The easement is to use and maintain the area as additional garden, patio and/or recreational area. The Bader Condominium will bear the expense of the maintenance of the area covered by the easement. The owner of the area covered by the easement has the right in certain circumstances to temporarily close all or part of the area covered by the easement.

EXHIBIT B TO DECLARATION

The Bader, a Condominium
2515 K Street, N.W.
Washington, D.C. 20037

<u>Identifying Number (Unit Number)</u>	<u>Par Value (Points)</u>	<u>Percentage Interests in the Common Elements</u>
101	0.76	0.76
102	0.72	0.72
103	0.72	0.72
104	1.50	1.50
105	0.97	0.97
106	0.85	0.85
107	1.07	1.07
108	0.84	0.84
109	1.13	1.13
110	1.11	1.11
111	1.10	1.10
112	1.10	1.10
201, 301, 301, 501, 601, 701, 801	1.13	1.13
202, 302, 402, 502, 602, 702, 802	0.72	0.72
203, 303, 403, 503, 603, 703, 803	0.72	0.72
204, 304, 404, 504, 604, 704, 804	1.50	1.50
205, 305, 405, 505, 605, 705, 805	1.32	1.32
206, 306, 406, 506, 606, 706, 806	0.85	0.85
207, 307, 407, 507, 607, 707, 807	1.07	1.07
208, 308, 408, 508, 608, 708, 808	0.84	0.84
209, 309, 409, 509, 609, 709, 809	1.13	1.13
210, 310, 410, 510, 610, 710, 810	1.11	1.11
211, 311, 411, 511, 611, 711, 811	1.10	1.10
212, 312, 412, 512, 612, 712, 812	1.10	1.10

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