

A Settlement Statement Memo
Condominiums at Kirkpatrick Farms (The)

Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
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IMPORTANT

In order to keep Association records current, it is **essential** that you complete this form and return it with a copy of your settlement statement (HUD 1) to:

Cardinal Management Group, Inc.
4330 Prince William Parkway, Suite 201
Woodbridge, VA 22192

Community Name: _____

Property Address: _____

New Owners' full name(s):

(1) _____ Work Phone _____

(2) _____ Work Phone _____

Home Phone _____

Email _____

*Please provide your e-mail address so that we may send community updates via e-mail.

Prior Owners' Full Name(s) _____

Forwarding Address: _____

IMPORTANT: If property listed above is an investment property, please provide your mailing/billing address or management company/agent name and address:

- ❖ Please remember to include a copy of your settlement statement.
- ❖ A coupon book will be sent to you upon receipt of your settlement statement.
- ❖ Coupon book **NOT transferable** from previous owner to new owner.
- ❖ Please take time to read through all the enclosed documents.

Phone 703-569-5797
Fax 703-866-3156
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**Annual Registration
Condominiums at Kirkpatrick Farms (The)**

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COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON
10-31-2020

NUMBER
0550007410

COMMON INTEREST COMMUNITY BOARD
COMMON INTEREST COMMUNITY ASSOCIATION REGISTRATION



THE CONDOMINIUMS AT KIRKPATRICK FARMS
CHELSEY FRELKE
CARDINAL MANAGEMENT GROUP INC
4330 PRINCE WILLIAM PKWY STE 201
WOODBIDGE, VA 22192



Mary Broz-Velghian
Mary Broz-Velghian Director

Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

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**Articles of Incorporation
Condominiums at Kirkpatrick Farms (The)**

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This document is not applicable for this association.

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Audited Financials
Condominiums at Kirkpatrick Farms (The)

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Principals

Howard A. Goldklang, CPA, MBA
Donald E. Harris, CPA
Anne M. Sheehan, CPA
S. Gail Moore, CPA
Jeremy W. Powell, CPA
Renee L. Watson, CPA

1801 Robert Fulton Drive, Suite 200
Reston, VA 20191

Associate Principals

Matthew T. Stiefvater, CPA
Sheila M. Lewis, CPA

Independent Auditor's Report

To the Board of Directors of
The Condominiums at Kirkpatrick Farms

Report on the Financial Statements

We have audited the accompanying financial statements of The Condominiums at Kirkpatrick Farms, which comprise the balance sheets as of December 31, 2018 and 2017, and the related statements of income, members' equity and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Condominiums at Kirkpatrick Farms as of December 31, 2018 and 2017, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Emphasis of Matter Regarding Unappropriated Members' Equity (Deficit)

The Condominiums at Kirkpatrick Farms raises funds for its operations and replacement reserve program through assessment of its members. As explained in Note 3, as of December 31, 2018, the Association had not fully funded its replacement reserves due to the unappropriated members' equity deficit of \$135,292. In order for the Association to maintain financial stability, it must be able to raise and collect sufficient funds from its members to fund an adequate replacement reserve program and meet its operational needs. Our opinion on the financial statements is not modified with respect to this matter.

Disclaimer of Opinion on Required Supplementary Information

Accounting principles generally accepted in the United States of America require that information on future major repairs and replacements on page 11 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Financial Accounting Standards Board, which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Goldklang Group CPAs, P.C.

Reston, Virginia
July 24, 2019

THE CONDOMINIUMS AT KIRKPATRICK FARMS
BALANCE SHEETS
DECEMBER 31, 2018 AND 2017

	<u>2018</u>	<u>2017</u>
<u>ASSETS</u>		
Cash and Cash Equivalents	\$ 189,448	\$ 70,556
Interest-Bearing Deposits	240,000	320,000
Assessments Receivable - Net	7,574	13,890
Accounts Receivable - Other	12,015	7,857
Income Taxes Receivable	434	500
Prepaid Expenses	<u>12,583</u>	<u>12,383</u>
 Total Assets	 <u>\$ 462,054</u>	 <u>\$ 425,186</u>

LIABILITIES AND MEMBERS' EQUITY

Accounts Payable	\$ 41,206	\$ 19,627
Income Taxes Payable	70	-
Prepaid Assessments	<u>21,654</u>	<u>14,813</u>
Total Liabilities	<u>\$ 62,930</u>	<u>\$ 34,440</u>
 Replacement Reserves	 \$ 534,416	 \$ 510,466
Unappropriated Members' Equity (Deficit)	<u>(135,292)</u>	<u>(119,720)</u>
Total Members' Equity	<u>\$ 399,124</u>	<u>\$ 390,746</u>
 Total Liabilities and Members' Equity	 <u>\$ 462,054</u>	 <u>\$ 425,186</u>

See Accompanying Notes to Financial Statements

THE CONDOMINIUMS AT KIRKPATRICK FARMS
STATEMENTS OF INCOME
FOR THE YEARS ENDED DECEMBER 31, 2018 AND 2017

	<u>2018</u>	<u>2017</u>
<u>INCOME:</u>		
Assessments	\$ 525,024	\$ 517,440
Late Fees	3,033	3,675
Interest	5,851	3,626
Total Income	<u>\$ 533,908</u>	<u>\$ 524,741</u>
 <u>EXPENSES:</u>		
Management	\$ 30,693	\$ 30,693
Legal, Audit and Tax Preparation	15,248	13,271
Insurance	75,369	68,860
Master Association	138,408	130,824
Office	6,181	6,671
Utilities	22,381	26,428
Grounds Maintenance	23,700	25,835
Snow Removal	9,860	6,528
Telephone	29,353	25,961
Trash Removal	30,497	30,077
Common Area Maintenance	102,308	80,062
Income Taxes	870	365
Bad Debt	7,112	2,473
Total Expenses	<u>\$ 491,980</u>	<u>\$ 448,048</u>
Net Income Before Contribution to Reserves	\$ 41,928	\$ 76,693
Contribution to Reserves	<u>(57,500)</u>	<u>(54,996)</u>
Net Income (Loss)	<u>\$ (15,572)</u>	<u>\$ 21,697</u>

See Accompanying Notes to Financial Statements

THE CONDOMINIUMS AT KIRKPATRICK FARMS
STATEMENTS OF MEMBERS' EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2018 AND 2017

	<u>Replacement Reserves</u>	<u>Unappropriated Members' Equity (Deficit)</u>	<u>Total Members' Equity</u>
Balance as of December 31, 2016	\$ 484,772	\$ (141,417)	\$ 343,355
Additions:			
Contribution to Reserves	54,996		54,996
Net Income		21,697	21,697
Deductions:			
Gutters	(1,002)		(1,002)
Alarms	(4,300)		(4,300)
Building Exterior	(24,000)		(24,000)
Balance as of December 31, 2017	\$ 510,466	\$ (119,720)	\$ 390,746
Addition:			
Contribution to Reserves	57,500		57,500
Deductions:			
Alarms	(9,950)		(9,950)
Roofs	(20,600)		(20,600)
Reserve Study	(3,000)		(3,000)
Net Loss		(15,572)	(15,572)
Balance as of December 31, 2018	<u>\$ 534,416</u>	<u>\$ (135,292)</u>	<u>\$ 399,124</u>

See Accompanying Notes to Financial Statements

THE CONDOMINIUMS AT KIRKPATRICK FARMS
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2018 AND 2017

	<u>2018</u>	<u>2017</u>
<u>CASH FLOWS FROM OPERATING ACTIVITIES:</u>		
Net Income (Loss)	\$ (15,572)	\$ 21,697
Adjustments to Reconcile Net Income (Loss) to Net Cash Provided by Operating Activities:		
Bad Debt Expense	7,112	2,473
Decrease (Increase) in:		
Assessments Receivable	(796)	(4,671)
Accounts Receivable - Other	(4,158)	3,861
Income Taxes Receivable	136	(15)
Prepaid Expenses	(131)	(4,398)
Increase (Decrease) in:		
Accounts Payable	21,580	4,904
Income Taxes Payable	(70)	-
Prepaid Assessments	6,841	(2,604)
Net Cash Flows from Operating Activities	<u>\$ 14,942</u>	<u>\$ 21,247</u>

CASH FLOWS FROM INVESTING ACTIVITIES:

Received from Assessments (Reserves)	\$ 57,500	\$ 54,996
Disbursed for Reserve Expenditures	(33,550)	(29,302)
Received from Interest-Bearing Deposits	(100,000)	80,000
Disbursed for Interest-Bearing Deposits	180,000	(250,000)
Net Cash Flows From Investing Activities	<u>\$ 103,950</u>	<u>\$ (144,306)</u>
Net Change in Cash and Cash Equivalents	\$ 118,892	\$ (123,059)
Cash and Cash Equivalents at Beginning of Year	<u>70,556</u>	<u>193,615</u>
Cash and Cash Equivalents at End of Year	<u>\$ 189,448</u>	<u>\$ 70,556</u>

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:

Cash Paid for Income Taxes	<u>\$ 800</u>	<u>\$ 600</u>
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See Accompanying Notes to Financial Statements

**The Condominiums At Kirkpatrick Farms
2020 Approved Operating Budget**

					2019	2019 YTD	2019 Year End	2020	
					Approved	10.31.19	Projected	Approved	2020
					Approved			Approved	Total Fee
TOTAL UNITS									
	Sq Footage	# Units	Model name	Par Value					
	1,642	71	Matisse	0.005303258	\$ 179.00	\$ 179.00		\$ 191	\$ 265
	2,641	55	Picasso	0.008529783	\$ 290.00	\$ 290.00		\$ 310	\$ 384
	1,149	8	Davinci	0.003710989	\$ 125.00	\$ 125.00		\$ 134	\$ 208
	1,942	8	Rembrandt	0.006272184	\$ 212.00	\$ 212.00		\$ 226	\$ 300
	1,441	16	Ruben	0.004654077	\$ 158.00	\$ 158.00		\$ 169	\$ 243
		158							
Master Association Fee					\$ 74.00			\$ 74.00	
INCOME									
30104	Master Assessment				\$ 140,304	\$ 116,920	\$ 140,304	\$ 140,304	\$1
30113	Condominium Assessment				\$ 405,947	\$ 338,830	\$ 405,947	\$ 433,700	7%
30145	Water Reimbursement				\$ 73,000	\$ 70,351	\$ 73,000	\$ 75,000	
30171	Late Fees				\$ 3,000	\$ 4,725	\$ 5,000	\$ 4,500	
30270	Interest Income				\$ 7,000	\$ 5,082	\$ 7,000	\$ 7,000	
TOTAL INCOME FROM ALL SOURCES					\$ 629,251	\$ 535,908	\$ 631,251	\$ 660,504	
ADMINISTRATIVE EXPENSES									
50400	Bad Debt				\$ 1,500	\$ -	\$ 1,500	\$ 1,500	
51000	Telephone and Website				\$ 27,500	\$ 24,740	\$ 28,500	\$ 28,500	
51030	Office Expense				\$ 750	\$ 451	\$ 895	\$ 900	
51079	Kirkpatrick Farms CA Payment				\$ 140,304	\$ 116,920	\$ 140,304	\$ 140,304	
51090	Legal Fees General				\$ 3,500	\$ 2,216	\$ 3,325	\$ 3,500	
51092	Legal Fee Reimbursement				\$ 7,500	\$ 15,469	\$ 18,740	\$ 10,316	
51093	Legal Fees Collection				\$ (2,500)	\$ (3,896)	\$ (4,635)	\$ (5,000)	
51110	Audit and Tax Preparation				\$ 4,100	\$ 4,150	\$ 4,150	\$ 4,150	
51120	Management Fees				\$ 30,000	\$ 26,293	\$ 30,000	\$ 31,000	
51125	Management Expenses Reimbursement				\$ 5,000	\$ 6,048	\$ 6,200	\$ 6,400	
51200	Bank Charges				\$ 100	\$ 45	\$ 100	\$ 100	
TOTAL ADMINISTRATIVE					\$ 217,754	\$ 192,436	\$ 229,079	\$ 221,670	
MAINTENANCE EXPENSES									
61180	Grounds Contract				\$ 19,000	\$ 15,000	\$ 19,000	\$ 19,000	
61200	Property Repairs and Maintenance				\$ 12,000	\$ 8,579	\$ 9,000	\$ 10,000	
61222	Sprinkler Inspection				\$ 3,500	\$ 2,968	\$ 3,500	\$ 3,500	
61250	Condominium Trash Removal				\$ 31,000	\$ 26,276	\$ 31,000	\$ 32,000	
61370	Damage Claims				\$ 20,000	\$ 44,123	\$ 44,123	\$ 20,000	
61460	Roof Repairs				\$ 10,000	\$ 22,831	\$ 24,000	\$ 10,000	
61571	Community Enhancements				\$ 5,000	\$ 4,390	\$ 5,000	\$ 5,000	
61581	Snow Removal Contract and Supplies				\$ 12,000	\$ 11,935	\$ 11,935	\$ 12,000	
61631	Sprinkler Monitoring				\$ 8,000	\$ 11,313	\$ 12,000	\$ 9,000	
61633	Sprinkler Repairs				\$ 7,000	\$ 5,863	\$ 7,000	\$ 7,000	
TOTAL MAINTENANCE EXPENSE					\$ 127,500	\$ 153,278	\$ 166,558	\$ 127,500	
UTILITIES AND OTHER EXPENSES									
71010	Water Sewer Common Area				\$ 75,000	\$ 66,635	\$ 82,000	\$ 82,000	
71030	Electric				\$ 19,500	\$ 12,572	\$ 16,150	\$ 19,500	
71050	Insurance				\$ 75,000	\$ 61,875	\$ 75,000	\$ 83,000	
71440	Income Taxes				\$ 750	\$ 1,334	\$ 1,334	\$ 1,334	
79900	Contingency				\$ 3,747	\$ 500	\$ 500	\$ 500	
TOTAL UTILITIES AND OTHER					\$ 173,997	\$ 142,916	\$ 174,984	\$ 186,334	
TOTAL EXPENSES					\$ 519,251	\$ 488,630	\$ 570,621	\$ 535,504	
90000	Transfer to Replacement Reserves				\$ 110,000	\$ 91,660	\$ 110,000	\$ 125,000	
90004	Transfer to Members Equity (Offset prior year deficits)				\$ -	\$ -	\$ -	\$ -	
TOTAL RESERVES AND EQUITY					\$ 110,000	\$ 91,660	\$ 110,000	\$ 125,000	
NET INCOME / (LOSS)					\$ -	\$ (44,382)	\$ (49,370)	\$ -	

Bylaws
Condominiums at Kirkpatrick Farms (The)

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BYLAWS
THE UNIT OWNERS ASSOCIATION OF
THE CONDOMINIUMS AT KIRKPATRICK FARMS
Loudoun County, Virginia

ARTICLE I

GENERAL

Section 1.Applicability. These Bylaws provide for the self-government of the Unit Owners Association of The Condominiums at Kirkpatrick Farms, (the "Unit Owners Association" or "Association") pursuant to the requirements of Article 3, Chapter 4.2 of Title 55 of the Code of Virginia. The Condominiums at Kirkpatrick Farms is located in Loudoun County, Virginia (the "Condominium").

Section 2.Compliance. Pursuant to the provisions of Section 55-79.53, Code of Virginia, as amended, every Unit Owner and all those entitled to occupy a Condominium Unit shall comply with these Bylaws.

Section 3.Office. The office of the Unit Owners Association of the Condominium and the Board of Directors shall be located at the Condominium or at such other place as may be designated from time to time by the Board of Directors.

Section 4.Definitions. Capitalized terms used in these Bylaws which are not defined shall have the meanings specified for such terms in the Declaration of the Condominium, which Declaration is recorded immediately prior hereto, or in Section 55-79.41 of the Condominium Act. The following terms have the following meanings in the Condominium Instruments:

(a) "Board of Directors" or "Board" means the executive organ established pursuant to Article III of these Bylaws.

(b) "Common Elements" means all parts of the Condominium Property other than the Units, as more fully set forth in Article V of the Declaration, and unless otherwise provided shall include General Common Elements and Limited Common Elements. Each Unit Owner shall be the owner of an undivided interest as a tenant in

common of the Common Elements, although the use and obligations with respect to certain Common Elements shall be restricted as set forth in the Declaration and in these Bylaws.

(c) "Common Element Interest" means the undivided percentage interests of each Unit Owner, as set forth in Exhibit "B" to the Declaration as such exhibit may be amended from time to time, which establishes each Unit's undivided percentage interest in the Common Elements, Common Expenses and votes in the Unit Owners Association. The Common Element Interest for the Condominium is based on equality.

(d) "Common Expenses" means and includes:

(i) All lawful expenditures made or incurred by or on behalf of the Unit Owners Association, including, but not limited to all amounts due under the Kirkpatrick Farms Governing Documents, together with all lawful assessments for the creation and maintenance of reserves;

(ii) Expenses of administration, maintenance, repair or replacement of the Common Elements, including repair and replacement funds as may be established from time to time;

(iii) Expenses declared Common Expenses by the provisions of the Condominium Act or by the Declaration or these Bylaws.

(e) "Condominium Act" means the provisions of Chapter 4.2 of Title 55 of the Code of Virginia, 1950 edition, as amended.

(f) "Condominium Property" means the Submitted Land together with all improvements thereto and all easements, rights and appurtenances hereunto appertaining.

(g) "Declarant Control Period" means the period prior to the earliest of (i) the date on which Units to which seventy-five percent (75%) or more of the aggregate Common Element Interests appertain have been conveyed to Unit Owners other than the Declarant or an affiliate of the Declarant or (ii) five (5) years after the date of the first conveyance of a Unit to a Unit Owner other than the Declarant or an affiliate of the Declarant or the maximum time period permitted by Section 55-79.74 of the Condominium Act, whichever is earlier.

(h) "Entity Owner" means a Owner of a Unit who is not a natural person, but is a corporation, partnership, company, association, trust or other entity capable of holding title to real property.

(i) "General Common Elements" means the entire Condominium other than the Units and the Limited Common Elements.

(j) "Kirkpatrick Farms Governing Documents" means the following documents collectively, to which the Condominium is subject: Articles of Incorporation of the Kirkpatrick Farms Community Association (the "Kirkpatrick Association"); the Bylaws of the Kirkpatrick Association; the Declaration of Covenants, Conditions and Restrictions for the Kirkpatrick Association; and the Kirkpatrick Association Design and Maintenance Standard.

(k) "Limited Common Elements" means those parts of the Common Elements which are Limited Common Elements within the meaning of Section 55-79.50(e) of the Condominium Act or which are shown as such on the Plats and Plans and which are reserved for the exclusive use and benefit and are the responsibility of one (1) or more, but less than all, of the Units and their Owners.

(l) "Limited Common Expenses" means expenses separately assessed against one or more but less than all of the Units generally in accordance with the use of the services, as permitted by section 55-79.83 of the Act and Article VI of these Bylaws. Except where the context requires otherwise, Common Expenses shall include Limited Common Expenses.

(m) "Majority Vote" means a simple majority (more than fifty percent (50%) of the votes of the Unit Owners, actually cast in person or by proxy at a duly held meeting at which a quorum is present). Any specified percentage vote means that percentage vote with respect to the votes actually cast in person or by proxy at a duly held meeting at which a quorum is present. Any specified percentage approval or vote of the Mortgagees means approval or a vote by the Mortgagees of Condominium Units to which such percentage of the total number of votes appertain.

(n) "Mortgagee" means an institutional lender (one or more commercial or savings banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds, or business trusts, including, but not limited to, real estate investment trusts, and other lenders regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such lender, or any combination of any of the foregoing entities) holding, insuring or guaranteeing first mortgage or first deed of trust ("Mortgage") encumbering a Unit in the Condominium. A Mortgagee should submit a

written request that the Unit Owners Association notify it on any proposed action requiring the consent of a specified percentage of Mortgagees if such notice is desired.

(o) "Plats and Plans" means the plats and plans for the Condominium recorded as an exhibit to the Declaration and any plats and plans recorded with any amendments to the Condominium Instruments.

(p) "Rules and Regulations" means those rules adopted from time to time by the Board of Directors pertaining to the operation or use of the Units or Common Elements.

(q) "Unit" means a Unit as defined in the Condominium Act and the Condominium Instruments.

ARTICLE II

UNIT OWNERS ASSOCIATION

Section 1. Composition. All of the Unit Owners of Units contained in the Condominium, acting as a group in accordance with the Condominium Act, the Declaration and these Bylaws, shall constitute the "Unit Owners Association" or the "Association". The Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting the contributions to the Common Expenses, arranging for the management of the Association and performing all of the other acts that may be required to be performed by the Unit Owners Association, by the Condominium Act and the Declaration. Except as to those matters which either the Condominium Act or the Declaration specifically require to be performed by the vote of the Unit Owners, the administration of the foregoing responsibilities shall be performed by the Board of Directors as more particularly set forth in Article III.

Section 2. Annual Meetings. At such time as the Unit Owners Association comes into existence, which occurs when the first unit is conveyed to a Unit Owner, the Unit Owners Association shall hold at least one (1) annual meeting each year. The annual meetings of the Unit Owners Association shall be held each year on a date selected by the Board of Directors. All meetings of the Unit Owners Association shall be held in compliance with Section 55-79.75 of the Virginia Condominium Act.

Section 3. Place of Meetings. Meetings of the Unit Owners Association shall be held at the principal office of the Condominium or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Directors.

Section 4. Special Meetings.

(a) The President shall call a special meeting of the Unit Owners Association: (i) if so directed by resolution of a majority of the Board of Directors; (ii) after the termination of the Declarant Control Period, upon a petition signed and presented to the Secretary by Unit Owners of not less than twenty-five percent (25%) of the aggregate Common Element Interests; or (iii) during the Declarant Control Period, upon request of the Declarant. The notice of any special meeting shall state the time, place and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

The signatures on a petition requesting a special meeting shall be valid for a period of one hundred-eighty (180) days after the date of the first such signature. Such resolution, petition or request must (1) specify the time and place at which the meeting is to be held, (2) either specify a date on which the meeting is to be held which will permit the Secretary to comply with Article II, Section 5 of these Bylaws, or else specify that the Secretary shall designate the date of the meeting, (3) specify the purposes for which the meeting is to be held, and (4) be delivered to the Secretary. The notice of any special meeting shall state the time, place and purpose thereof.

(b) No later than sixty (60) days following the termination of the Declarant Control Period, a special meeting of the Association shall be held at which a majority of the Directors shall be elected by the Unit Owners, including the Declarant if the Declarant owns one or more Units, to serve terms as provided in Article III, Section 4 of these Bylaws. If such election is held prior to the time required by this section, the Directors elected at such election shall not take office until the earlier of the time such election is required to be held or within ten (10) days of the resignation of a Director appointed by the Declarant without appointment of a replacement. The elected Directors shall assume office in the order of the highest number of votes received.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting of the Unit Owners pursuant to the provisions of Section 55-79.75, Code of Virginia, as amended, by mailing by regular United States mail or delivery by hand to each Unit Owner of record at the address of his Unit or to such other address as may be designated by said Unit Owner, at least twenty one (21) days advance notice in the case of any annual meeting and at least seven (7) days advance notice of any special meeting of the Unit Owners Association.

Section 6. Quorum and Adjournment of Meetings. Except as otherwise stated in these Bylaws, the presence in person or by proxy of Unit Owners representing at least twenty percent (20%) of the total votes of the Condominium shall be requisite

for and shall constitute a quorum for the transaction of business of all meetings of members. If any meetings of the Unit Owners Association cannot be held because a quorum is not present, a majority of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called, in which event any business which could have been transacted at the meeting originally called may be transacted without further notice.

Section 7. Order of Business. The order of business of all meetings of the Unit Owners Association shall be as follows:

- (a) Roll call
- (b) Proof of notice of meeting
- (c) Reading of minutes of preceding meeting
- (d) Reports of officers and Board of Directors
- (e) Report of Management Agent, if any, and if present
- (f) Reports of Committees
- (g) Election or appointment of inspectors of election (when so required)
- (h) Election of members of the Board of Directors (when so required)
- (i) Unfinished business
- (j) New business
- (k) Adjournment

Section 8. Title to Units. Title to a Unit may be taken in the name of one or more persons, in any manner permitted by law. The Unit Owners Association may acquire, hold and transfer full legal title to one or more Condominium Units in the Condominium in its own name.

Section 9. Voting.

(a) At every meeting of the Unit Owners Association, each of the Units shall have the right to cast one vote. Where the ownership of a Unit is in more than one person, the person who shall be entitled to cast the vote of such Unit may be any record

owner of said Unit, unless any other record owner of said Unit shall, at the time the vote is cast, objects to the casting of said vote, in which event the person who shall be entitled to cast the vote of such Unit shall be the person named in a certificate executed by all record owners of said Unit. Any voting certificate executed pursuant to this section shall remain valid until revoked by a subsequent certificate similarly executed. In the event that no certificate is supplied, no record owner shall be entitled to cast the vote. If a Unit Owner is not a natural person (defined as an Entity Owner), the vote for such Unit may be cast by any natural person having authority to execute deeds on behalf of the Entity Owner; provided, further, that any vote cast by a natural person on behalf of such Entity Owner shall be deemed valid unless successfully challenged prior to adjournment of the meeting at which such vote was cast. All Entity Owners shall file with the Secretary, a certificate identifying all persons authorized to vote on behalf of the Entity Owner. A certificate shall be valid until revoked by a subsequent certificate similarly executed and filed. Wherever the approval or disapproval of a Unit Owner is required by the Condominium Act, the Declaration or these Bylaws, such approval or disapproval shall be made only by the person who would be entitled to cast the vote of such Unit at any meeting of the Unit Owners Association.

(b) Except where a greater number is required by the Condominium Act, the Declaration or these Bylaws, a Majority Vote is required to adopt decisions at any meeting of the Unit Owners Association. Any specified percentage of the Unit Owners means the Unit Owners having such number of votes in the aggregate. If the Declarant owns or holds title to one or more Units, the Declarant shall have the right at any meeting of the Unit Owners Association to cast the votes to which such Unit or Units are entitled.

(c) No Unit Owner may vote at any meeting of the Unit Owners Association or be elected to or serve on the Board of Directors if the Unit Owner is delinquent by more than sixty (60) days and the amount necessary to bring the account current has not been paid within seventy-two (72) hours prior to the time of such meeting or election.

Section 10. Proxies. A vote may be cast in person or by proxy. Such proxy may be granted by any Unit Owner in favor of another Unit Owner, a Mortgagee, the Declarant or any other person designated. Proxies shall be dated, duly executed in writing and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. Such proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of notice of revocation from any of the persons owning such Unit. Except with respect to proxies in favor of a Mortgagee, no proxy shall in any event be valid for a period in excess of one hundred eighty (180) days after the execution thereof. Any proxy shall terminate after the first meeting held on or after the date of that proxy or any recess or

adjournment of that meeting. Any proxy which is undated, purports to be revocable without notice described above, or any proxy not executed by a person having authority at the time of execution thereof to execute deeds on behalf of that person shall be void. Any proxy may be instructed or uninstructed. The proxy shall include a brief explanation of the effect of leaving the proxy uninstructed.

ARTICLE III

BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Unit Owners Association shall be governed by a Board of Directors. The Board of Directors shall consist of such persons as may be designated by the Declarant during the Declarant Control Period. The Board of Directors shall be composed of five (5) persons, all of whom shall be Unit Owners or spouses of Unit Owners, Mortgagees (or designees of Mortgagees) or designees of the Declarant; provided, however, that, during the Declarant Control Period, the Board of Directors shall consist of three (3) members who shall be designated by the Declarant. The Declarant shall have the right in its sole discretion to replace such Directors as it has designated, and to designate their successors. The time limit on the period of the Declarant's control shall commence upon settlement of the first Unit to be sold in any portion of the Condominium.

Section 2. Powers and Duties. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Unit Owners Association and may do all such acts and things as are not by the Condominium Act, the Declaration or by these Bylaws, required to be exercised and done by the Unit Owners Association. The Board of Directors shall have the power from time to time to adopt any Rules and Regulations deemed necessary for the benefit and enjoyment of the Condominium; provided, however, that such Rules and Regulations shall not be in conflict with the Condominium Act, the Declaration or these Bylaws. The Board of Directors shall delegate to one (1) of its members or to a person employed for such purpose, the authority to act on behalf of the Board of Directors on such matters relating to the duties of the Managing Agent (as defined in Section 3 of this Article), if any, which may arise between meetings of the Board of Directors as the Board of Directors deems appropriate. In addition to the duties imposed by these Bylaws or by any resolution of the Unit Owners Association that may hereafter be adopted, the Board of Directors shall on behalf of the Unit Owners Association:

(a) Prepare an annual budget, in which shall be established the assessments of each Unit Owner for the Common Expenses.

(b) Make assessments against Unit Owners to defray the cost and expenses of the Condominium, establish the means and methods of collecting such assessments from the Unit Owners and establish the period of the installment payment of the annual assessment for Common Expenses. Unless otherwise determined by the Board of Directors, the annual assessment against each Unit Owner for his proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for such month.

(c) Provide for the operation, care, upkeep and maintenance of all of the Condominium Property and services of the Condominium.

(d) Designate, hire and dismiss the personnel necessary for the maintenance, operation, repair and replacement of the Common Elements and provide services for the Condominium and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed part of the Common Elements.

(e) Collect the assessments against the Unit Owners, deposit the proceeds thereof in bank depositories designated by the Board of Directors and use the proceeds to carry out the administration of the Condominium.

(f) Make and amend the Rules and Regulations.

(g) Open bank accounts on behalf of the Unit Owners Association and designate the signatories thereon.

(h) Make, or contract for the making of, repairs, additions and improvements to or alterations of the Condominium and repairs to and restoration of the Condominium, in accordance with these Bylaws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(i) Enforce by legal means the provisions of the Declaration, these Bylaws and the Rules and Regulations and act on behalf of the Unit Owners with respect to all matters arising out of any eminent domain proceeding and notify the Unit Owners of any litigation against the Association involving a claim in excess of fifteen percent (15%) of the amount of the annual budget (as defined in Article VI, Section 1(b)).

(j) Obtain and carry insurance against casualties and liabilities, as provided in Article VII of these Bylaws, pay the premiums therefor and adjust and settle any claims thereunder.

(k) Pay the cost of all authorized services rendered to the Unit Owners Association and not billed to Unit Owners of individual Units or otherwise provided for in Article VI of these Bylaws.

(l) Keep books with detailed accounts in chronological order of the receipts and expenditures affecting the Condominium Property, and the administration of the Association, specifying the expenses of maintenance and repair of the Common Elements and any other expenses incurred. Such books and vouchers accrediting the entries thereupon shall be available for examination by the Unit Owners, their duly authorized agents or attorneys, in accordance with Section 55.79.74:1 of the Condominium Act during general business hours on working days at the times and in the manner set and announced by the Board of Directors for the general knowledge of the Unit Owners. All books and records shall be kept in accordance with generally accepted accounting principles, and the same shall be audited at least once each year by an independent accountant retained by the Board of Directors who shall not be a resident of the Condominium or a Unit Owner. The cost of such audit shall be a Common Expense.

(m) Notify a Mortgagee of any default hereunder by the Unit Owner of the Unit subject to such Mortgage, in the event such default continues for a period exceeding sixty (60) days after notice of default to the Unit Owner.

(n) Borrow money on behalf of the Association when required in connection with any instances relating to the operation, care, upkeep and maintenance of the Common Elements, provided, however, that (except during the Declarant Control Period) a Majority Vote of the Unit Owners at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, shall be required to borrow any sum in excess of twenty-five percent (25%) of the total annual assessment for Common Expenses for that fiscal year. If any sum borrowed by the Board of Directors on behalf of the Association pursuant to the authority contained in this subparagraph (n) is not repaid by the Unit Owners Association, a Unit Owner who pays to the creditor such proportion thereof as his Common Element Interest bears to the total of Common Element Interests in the Condominium shall be entitled to obtain from the creditor a release of any judgment or other lien which such creditor shall have filed or shall have the right to file against such Unit Owner's Condominium Unit.

(o) Acquire, hold and dispose of Condominium Units and mortgage the same, if such expenditures and hypothecations are included in the budget adopted by the Unit Owners Association.

(p) In its sole discretion, designate from time to time certain Common Elements as "Reserved Common Elements" and impose such restrictions and conditions on the use thereof as the Board of Directors deem appropriate.

(q) Furnish the statement required by Section 55-79.97 of the Condominium Act, within ten (10) days after the receipt of a written request therefor from any Unit Owner.

(r) Do such other things and acts not inconsistent with the Condominium Act, the Declaration or these Bylaws which the Board of Directors may be authorized to do by a resolution of the Unit Owners Association.

(s) Negotiate and adjust with any contractor, subcontractor or the Declarant any warranty claims on any Common Element made by or on behalf of any Unit Owner or the Unit Owners Association.

(t) The Unit Owners Association shall have no authority or standing whatsoever to sue, complain, intervene or defend with respect to any right, claim, action, cause of action or other matter of any nature whatsoever accruing to or for the benefit of, or otherwise exercisable by or on behalf of, any individual Unit Owner (hereinafter referred to as a "Unit Owner Claim"), notwithstanding any purported delegation, assignment or transfer of such Unit Owner claim by the Unit Owner, except to the extent that the Unit Owners Association has otherwise been granted the specific authority or standing to pursue such Unit Owner Claim pursuant to these Bylaws, the Declaration or the Condominium Act.

(u) The Board of Directors is hereby irrevocably appointed as attorney-in-fact for all Unit Owners, and for each of them, to settle, compromise, waive, discharge, acquit and release any and all demands, claims, actions, causes of action, suits, litigations, proceedings, mediations, arbitrations, judgments, determinations, findings, orders and awards whatsoever, at law, in equity, or otherwise, relating to or arising out of matters affecting the Condominium and two or more Unit Owners, and with respect to which the Unit Owners Association otherwise has the authority to sue, complain, intervene or defend pursuant to these Bylaws, the Declaration or applicable law. The Board of Directors is hereby authorized to enter into, execute, acknowledge, deliver and record all agreements, releases, consents certificates, papers, documents and other instruments as may be deemed necessary or desirable by the Board of Directors to effectuate the foregoing, and to generally say, do, act, transact, negotiate,

determine, commence, accomplish and finish all matters and things whatsoever relating to the foregoing as fully, amply and effectually, to all intents and purposes, as each Unit Owner, if present, ought or might do personally. The Unit Owners hereby ratify, approve and confirm all and whatsoever the Board of Directors shall lawfully do or cause to be done, in and about the premises, by virtue of the foregoing power of attorney, which is hereby expressly declared and acknowledged to be coupled with an interest in the subject matter hereof, and the same shall run with the title to any and all Units and be binding upon the heirs, personal representatives, successors, transferees and assigns of any of the foregoing parties. Further, the foregoing power of attorney shall not be affected by the death or disability of any principal, and is intended to deliver all right, title and interest of the principal in and to such power of attorney.

Section 3.Managing Agent. The Board of Directors shall employ for the Condominium a "Managing Agent" at a compensation established by the Board of Directors.

(a) Requirements. The Managing Agent shall be a bona fide business enterprise, which may be affiliated with the Declarant, which manages common interest residential communities. Such firm shall have a minimum of two (2) years experience in real estate community management. The initial Managing Agent shall be Cardinal Management Group, Inc., which company is not an affiliate of the Declarant.

(b) Duties. The Managing Agent shall perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the Managing Agent all of the powers granted to the Board of Directors by these Bylaws other than the powers set forth in subparagraphs (b), (f), (n), (o), (p) and (s) of Section 2 of this Article III. The Managing Agent shall perform the obligations, duties and services relating to management of the property, the rights of Mortgagees and the maintenance of reserve funds in compliance with the provisions of these Bylaws.

(c) Standards. The Board of Directors shall impose appropriate standards of performance upon the Managing Agent. Unless the Managing Agent is instructed otherwise by the Board of Directors, the Managing Agent shall comply with the following standards:

(i) the accrual method of accounting as defined by generally accepted accounting principles shall be employed;

(ii) two or more persons shall be responsible for handling cash to maintain adequate financial control procedures;

(iii) cash accounts of the Unit Owners Association

shall not be commingled with any other accounts;

(iv) no remuneration shall be accepted by the Managing Agent from vendors, independent contractors or others providing goods or services to the Unit Owners Association whether in the form of commissions, finders' fees, service fees or otherwise; any discounts received shall benefit the Unit Owners Association;

(v) any financial or other interest which the Managing Agent may have in any firm providing goods or services to the Unit Owners Association shall be disclosed promptly to the Board of Directors; and

(vi) a monthly financial report shall be prepared for the Unit Owners Association disclosing:

(A) all receipts and disbursements activity for the preceding month; and

(B) the status of all accounts in an "actual" versus "projected" (budget) format.

(d) **Limitations.** Subject to the provisions of Section 55-79.74(B) of the Condominium Act, during the period when persons designated by the Declarant constitute a majority of the Board of Directors, the Board of Directors may employ a Managing Agent for an initial term not to exceed two (2) years. The Unit Owners Association and the Board of Directors shall not undertake "self-management" or fail to employ a Managing Agent without the consent of a Majority Vote of the Unit Owners and the written consent of Mortgagees together holding sixty-six and two-thirds percent (66-2/3%) of the Mortgages on the Condominium Units. Any contract with the Managing Agent must provide that it may be terminated, without payment of a termination fee, with or without cause on no more than ninety (90) days written notice, and the term of such contract or agreement may not exceed two (2) years.

Section 4. Election and Term of Office. At the first annual meeting of the Unit Owners Association, after the Declarant Control Period has terminated, the term of office of two members of the Board of Directors shall be fixed at three (3) years from the date of said annual meeting, the term of office of two members of the Board of Directors shall be fixed at two (2) years from the date of said annual meeting, and the term of office of the remaining member of the Board of Directors shall be fixed at one (1) year from the date of said annual meeting. At the expiration of the initial term of office of each member of the initial Board of Directors elected at the first annual meeting or special meeting pursuant to Article II, Section 4(b) of these Bylaws, a successor shall be

elected by the Unit Owners Association to serve for a term of three (3) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Unit Owners Association and have held their first meeting. During the Declarant Control Period, a member appointed by the Declarant shall serve such term at the discretion of the Declarant.

Section 5. Removal of Members of the Board of Directors. Except with respect to Directors designated by the Declarant, at any regular or special meeting of the Unit Owners Association duly called, (but only at or after the first annual meeting), any one or more of the Board of Directors may be removed with or without cause by a Majority Vote of the Unit Owners and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Unit Owners shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and he shall be given an opportunity to be heard at the meeting. A Director may resign at any time, in person at a meeting of the Board of Directors or Unit Owners Association, or by giving written notice to an Officer. Resignation of a Director is effective when delivered unless the notice specifies an effective date which is not more than thirty (30) days after the date of the notice.. Except for Directors who are designees of the Declarant, a Director shall be deemed to have resigned automatically and without notice, upon disposition of the Unit which made such person eligible to be a Director, or if not in attendance at three consecutive regular meetings of the Board of Directors without the consent of the Board of Directors, if the minutes reflect the removal of such Director for such absence.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the Unit Owners Association shall be filled by a vote of a majority of the remaining Directors at a special meeting of the Board of Directors held for such purpose promptly after the occurrence of any such vacancy. Each person so elected shall be a member of the Board of Directors until the next annual meeting. Notwithstanding anything to the contrary in this Section or in the preceding Section 5, during the Declarant Control Period, the Declarant shall designate the successor to any resigned or removed member previously designated by the Declarant.

Section 7. Organization Meeting. The date of the first meeting of the members of the Board of Directors elected at the annual meeting of the Unit Owners Association shall be the same date as the annual meeting immediately following the adjournment of the annual meeting at which such Board of Directors were elected, and no further notice shall be necessary to the newly elected members of the Board of Directors.

Section 8. Regular Meetings. Regular meetings of the elected Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least once every three (3) months. Notice of regular meetings of the Board of Directors shall be given to each director personally, by mail, telephone or electronic mail, at least three (3) business days prior to the day named for such meeting. All meetings of the Board of Directors shall be held in accordance with Section 55-79.75 of the Virginia Condominium Act.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) business days' notice to each director, given personally, by mail, telephone or electronic mail, which notice shall state the time, place and purpose of the meetings. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) directors.

Section 10. Waiver of Notice. Any director may, at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time and place of such meeting. If all directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 11. Fidelity Bonds. The Board of Directors shall require fidelity bonds for all officers and employees of the Condominium handling or responsible for Condominium funds. The premium of such bonds shall constitute a Common Expense.

Section 12. Compensation. No director shall receive any compensation from the Condominium for exercising his duties and obligations as a director.

Section 13. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a Minute Book of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. Robert's Rules of Order (latest edition) shall govern the conduct of the meetings of the Board of Directors when not in conflict with the Declaration, these Bylaws or the Condominium Act.

Section 14. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

Section 15. Quorum of Board of Directors. At all meetings of the Board of Directors a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

ARTICLE IV

OFFICERS

Section 1. Designation. The principal officers of the Association shall be the President, Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an Assistant Treasurer, an Assistant Secretary and such other officers as in its judgment may be necessary. The President, and Vice President and the Treasurer, but no other officers, shall be required to be members of the Board of Directors. The same person may not hold the offices of President and Secretary. The President and Vice President shall be residents of the Condominium.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors and until a successor is elected.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Unit Owners Association and of the Board of Directors. He shall have all of the general powers and duties which are incident to the office of President of a non-stock corporation organized under the Virginia Non-Stock Corporation Act, including, but not limited to, the power to appoint committees from among the Unit Owners, subject to the confirmation of the Board of Directors, from time to time, as he may in his discretion decide is appropriate in the conduct of the affairs of the Condominium.

Section 5.Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall, from time to time, be imposed upon him by the Board of Directors or by the President.

Section 6.Secretary. The Secretary shall provide notice of meetings and keep the minutes of all meetings of the Unit Owners Association and of the Board of Directors; he shall have charge of such books and papers as the Board of Directors may direct, and he shall, in general, perform all the duties incident to the office of the secretary of a non-stock corporation organized under the Virginia Non-Stock Corporation Act.

Section 7.Treasurer. The Treasurer shall have the responsibility for overseeing the Association's funds and securities and shall cause the keeping of full and accurate financial records and books of account showing all required financial data; he shall also oversee the deposit of all monies and other valuable effects in the name of the Board of Directors, or the Managing Agent, in such depositories as may from time to time be designated by the Board of Directors.

Section 8.Agreements, Contracts, Deeds, etc. All agreements, contracts, deeds, leases, and other instruments of the Association shall be executed by any one (1) officer of the Association, or by such other person or persons as may be designated by the Board of Directors.

Section 9.Compensation of Officers. No officer shall receive any compensation from the Association solely for exercising his duties and obligations as an officer.

ARTICLE V

LIABILITY AND INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1.Liability and Indemnification of Officers and Directors. The Unit Owners Association shall indemnify every officer, director, or any duly appointed committee of the Unit Owners Association against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the Board of Directors of the Unit Owners Association) to

which he may be a party by reason of being or having been an officer or director of the Unit Owners Association whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors of the Unit Owners Association shall not be liable to the Unit Owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The officers and directors of the Unit Owners Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Condominium (except to the extent that such officers or directors may also be owners of Condominium Units) and the Unit Owners Association shall indemnify and forever hold each such officer and director free and harmless against any and all liabilities to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any officer or director of the Unit Owners Association, or former officer or director of the Unit Owners Association, may be entitled.

The Unit Owners Association shall not be liable for any failures of water supply or other services to be obtained by the Unit Owners Association or paid for as a Common Expense, or for injury or damage to person or property caused by the elements or by any Unit Owner, or resulting from electricity, water, snow or ice which may leak or flow from or over any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment. The Unit Owners Association shall not be liable to any Unit Owner for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Common Elements.

Section 2. Common or Interested Directors. The Directors shall exercise their powers and duties in good faith and with a view to the interests of the Condominium. No contract or other transaction between the Unit Owners Association and one (1) or more of its Directors, or between the Unit Owners Association and any corporation, firm or association (including the Declarant) in which one (1) or more of the Directors of the Condominium are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because such Director or Directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purposes, if any of the conditions specified in any of the following subparagraphs exists:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the Minutes, and the Board authorizes, approves or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or

(b) The fact of the common directorate or interest is disclosed or known to the Unit Owners Association, or a majority thereof, and they approve or ratify the contract or transaction in good faith or by a vote sufficient for the purpose; or

(c) The contract or transaction is fair to the Condominium at the time it is authorized, ratified, approved or executed.

Common or interested Directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction with like force and effect as if he were not such director or officer of such Condominium or not so interested.

Section 3. Insurance Coverage. The Board of Directors shall obtain on behalf of the Condominium such insurance coverages as may be reasonably necessary in order to effectively indemnify the officers and directors of the Unit Owners Association as provided in Section 1 of this Article V. The cost of said insurance shall constitute a Common Expense.

ARTICLE VI

OPERATION OF THE PROPERTY

Section 1. Determination of Common Expenses and Assessments Against Unit Owners.

(a) Fiscal Year. The fiscal year of the Association shall consist of the twelve (12) month period commencing January 1 or such other on date as may be determined by the Board of Directors.

(b) Preparation and Approval of Budget. Each year on or before thirty (30) days before the commencement of the next fiscal year, the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount which it considers necessary to pay the cost of utility services, maintenance, management, operation, repair and replacement of the Common Elements and those parts of the Units as to which the Board of Directors has all powers and responsibility with regard to maintenance, repair, renovation, restoration and replacement, and the cost of wages, materials, insurance premiums, service, supplies and other expenses that may be declared to be Common Expenses by the Condominium Act, these Bylaws, or a Resolution of the Unit Owners Association, and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the

Condominium and the rendering to the Unit Owners of all related services. The budget shall include any assessments against the Condominium to third parties under any declarations, covenants or agreements the Condominium is subject to, including but not limited to those amounts due under the Kirkpatrick Farms Governing Documents. The budget shall also include the separate assessment of Limited Common Expenses. The budget may also include:

(i) The cost of maintenance or repair of any Condominium Unit or Limited Common Element in the event such maintenance or repair is reasonably necessary, in the discretion of the Board of Directors, to protect the Common Elements or to preserve the appearance or value of the Condominium or is otherwise in the interest of the general welfare of all Unit Owners; provided, however, that no such maintenance or repair shall be undertaken without a resolution by the Board of Directors and not without reasonable written notice to the Owner of the Condominium Unit proposed to be maintained and provided further that the cost thereof shall be assessed against the Condominium Unit on which such maintenance or repair is performed. A statement for the amount thereof shall be rendered promptly to the then Owner of said Condominium Unit, at which time the assessment shall become due and payable and a continuing lien and obligation of said Owner in all respects as provided in Article X of these Bylaws. The cost of the maintenance or repair of those parts of the units to which the Board of Directors has all powers and responsibility with regard to maintenance, repair, renovation, restoration and replacement shall not be a cost controlled by the terms of this subparagraph (i).

(ii) Any amount necessary to discharge any lien or encumbrance levied against the Condominium, or any portion thereof, which may, in the opinion of the Board of Directors, constitute a lien against the Common Elements.

(iii) Such budget may also include such reasonable amounts as the Board of Directors considers necessary to provide working funds for the Condominium, a general operating reserve, or reserves for contingencies and replacements.

(iv) Any Common Expenses caused by the conduct of less than all those entitled to occupy the Units or by their licensees or invitees pursuant to Section 55-79.83(B) of the Condominium Act.

(v) Management Fees.

(vi) Attorney's fees and like administrative costs.

(vii) Service contracts and employee's salaries.

(c) Transmittal of Budget. The Board of Directors shall send to each Unit Owner a copy of the budget, in a reasonably itemized form, which sets forth the amount of the Common Expenses payable by each Unit Owner, at least seven (7) days prior to the beginning of the fiscal year to which the budget applies. The said budget shall constitute the basis for determining each Unit Owner's contribution for the Common Expenses of the Condominium.

(d) Payment of Common Expenses by Declarant. Notwithstanding anything to the contrary contained in this Article VI, for so long as the Declarant shall have the right to appoint Members to the Board of Directors of the Unit Owners Association pursuant to Section 55-79.74 A of the Condominium Act, the Declarant shall have the right in lieu of assessing all Units for Common Expenses assume all responsibilities for the maintenance of the Common Elements for such period of time as is determined by Declarant.

Section 2. Assessment and Payment of Common Expenses.

(a) Except for those Common Expenses which may be specially assessed against the Condominium Unit or Units involved pursuant to the provisions of this Article and subparagraph (b) (iv) of Section 1 of this Article and except for those Common Expenses specially assessed pursuant to Section 55-79.83(A) of the Condominium Act as Limited Common Expenses, the total amount of the estimated funds required for the operation of the Property set forth in the budget for the fiscal year adopted by the Board of Directors shall be assessed equally against each Condominium Unit. Said assessment, including those specifically assessed against a Unit or Units as described above, shall be a lien against each Unit Owner's Unit as provided in the Condominium Act as set forth in Section 55-79.84. On or before the first day of each fiscal year, and the first day of each succeeding eleven (11) months in such fiscal year, such Unit Owner shall be obligated to pay to the Board of Directors or the Managing Agent (as determined by the Board of Directors), one-twelfth (1/12) of the assessment for such fiscal year made pursuant to the foregoing provisions. Any amount accumulated in excess of the amount required for actual expenses and reserves may, if the Board of Directors deems it advisable, be credited according to each Unit Owner's Common Element Interest to the installments due in the succeeding months of that fiscal year.

(b) Repair and Replacement Reserve. The Board of Directors shall obtain from Unit Owners contributions to capital on a regular basis, which contributions will be used to establish a replacement and repair reserve for the Common Elements. Such contributions shall be paid monthly and be in an amount to be designated from time to time by the Board of Directors. Such funds shall be conclusively deemed to be a Common Expense. Such funds shall be deposited in an account with a lending

institution, the accounts of which are insured by an agency of the United States of America, or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. Such funds also may, in the discretion of the Board of Directors, be invested in Money Market Funds which, although they themselves are not guaranteed by the United States Government, invest solely in United States Government securities (or in State bonds which are backed in principal by the State). The replacement reserve may be expended only for the purpose of the replacement and repair of the Common Elements; the replacement and repair of those parts of Units as to which the Board of Directors has all powers and responsibility with regard to maintenance, repair, renovation, restoration and replacement; and the replacement and repair of equipment of the Condominium as designated by the Board of Directors. The amounts required to be allocated to the replacement reserve may be reduced by appropriate resolution of the Board of Directors, upon the accumulation in such replacement reserve of a sum equal to the full replacement value of the items for which the reserve is established. Full replacement value shall be annually determined by the Board of Directors for casualty insurance purposes. The proportionate interest of any member in any replacement reserve shall be considered an appurtenance of his Condominium Unit and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Condominium Unit to which it appertains and shall be deemed to be transferred with such Condominium Unit. The payment and collection of the assessment made pursuant to the foregoing provisions shall be in accordance with the terms providing for payment and collection of assessments in these Bylaws and the Condominium Act, including without limitation, the right reserved to the Board to accelerate payment of assessment and the right to recovery of attorney's fees and costs.

(c) Special Assessments. In the event extraordinary expenditures not originally included in the annual budget described above become necessary during the year, the Board of Directors may at any time levy a special assessment, which shall be equally assessed against the Condominium Units. Said special assessments may be payable in a lump sum or in installments as the Board of Directors may determine. The Board of Directors shall serve notice of any such special assessment on all Unit Owners by a statement in writing giving the amount and reason therefor, and such special assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment which is due after the delivery or mailing of such notice of special assessment. All Unit Owners shall be obligated to pay the adjusted monthly amount or, if the special assessment is not payable in installments, the amount of such assessment. The payment and collection of the assessment made pursuant to the foregoing provisions shall be in accordance with the terms providing for payment and collection of assessments in these Bylaws and the Condominium Act, including without

limitation, the right reserved to the Board to accelerate payment of assessments and the right to recovery of attorney's fees and costs.

(d) Initial Assessment, Working Capital Contribution. When the initial Board of Directors, elected or designated pursuant to these Bylaws, takes office, it shall determine the budget as defined in this Section for the period commencing thirty (30) days after their election or designation and ending on the last day of the fiscal year in which their election or designation occurs. Assessments shall be levied against the Unit Owners during said period as provided in subparagraph (a) of this Section. The Board of Directors will collect a working capital contribution against the initial purchaser, at the time he settles on his purchase contract. Such contribution shall be in an amount equal to two (2) months of the Common Expenses due for the Unit, and shall be utilized for commencing business of the Unit Owners Association and providing the necessary working fund for it. In addition to the foregoing contribution, the Board of Directors levies against the initial purchaser at the time of settlement, part of one monthly annual assessment payment, prorated from the date of settlement to the end of the calendar month in which the settlement occurs.

(e) Separate Fee. Each Unit Owner who is allowed the use of a Reserved Common Element may be assessed a separate fee for its maintenance.

(f) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his allocable share of the Common Expenses as herein provided, whenever the same shall be determined, and in the absence of any annual budget or adjusted budget, each Unit Owner shall continue to pay the monthly charge at the then existing monthly rate established for the previous fiscal period until the new annual or adjusted budget shall have been mailed or delivered.

(g) Accounts. All sums collected by the Board of Directors with respect to assessments against the Unit Owners may be commingled into a single fund, but shall be identified and accounted for each Unit Owner in accordance with the respective Common Element Interests of each Unit Owner.

Section 3. Payment of Common Expenses. Beginning on the date of settlement of the first Unit, assessments for Common Expenses shall be levied against all Units that have been created by recordation of the Declaration and its exhibits among the land records of Loudoun County. All Unit Owners shall be obligated to pay the Common Expenses assessed by the Board of Directors pursuant to the provisions of this Article VI and such expenses not paid by the 15th day of each month shall be in default. No Unit Owner shall be liable for the payment of any part of the Common

Expenses assessed against his Unit subsequent to a transfer or other conveyance by him of such Unit. Any Unit Owner may be entitled to a statement from the Board of Directors or Managing Agent setting forth the amount of the unpaid assessments against the Unit Owner pursuant to Section 55-79.84(H) of the Code of Virginia, as amended. The statement must be furnished or made available within ten (10) days of the request. Provided, further, that each Mortgagee who comes into possession of a Condominium Unit by virtue of foreclosure or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Condominium Unit free of any claims for unpaid assessments or charges against such Unit which accrue prior to the time such Mortgagee comes into possession thereof except any assessment lien perfected under Section 55-79.84 (A) of the Condominium Act..

Section 4. Collection of Assessments. The Board of Directors shall take prompt action to collect any assessments for Common Expenses due from any Unit Owner which remain unpaid for more than thirty (30) days from the date due for payment thereof.

Section 5. Maintenance, Repair, Replacement and Other Expenses.

(a) By the Board of Directors. The Board of Directors shall be responsible for the maintenance, repair and replacement of all of the Common Elements (including the structural replacement of Limited Common Elements) as defined herein or in the Declaration, whether located inside or outside of the Units. The cost of such maintenance shall be charged to all Unit Owners as a Common Expense, (unless, if in the opinion of not less than a majority of the Board of Directors, such expense was necessitated by the negligence, misuse or neglect of a Unit Owner); provided, however, that each Unit Owner shall perform normal maintenance on the Limited Common Elements appurtenant to his Unit and any portion of the remaining Common Elements which the Board of Directors has given him permission to utilize, including, without limitation, the items enumerated in subsection (b) hereof.

(b) By the Unit Owner.

(i) Each Unit Owner shall keep his Unit and its equipment, appliances and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of the interior of his Unit. In addition, each Unit Owner shall be responsible for all damage to any other Units or to the Common Elements resulting from his failure to make any of the repairs required by this Section. Each Unit Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to the Board of Directors or the Managing Agent

any defect or need for repairs for which the Unit Owner believes the Association is responsible.

(ii) The Unit Owner of any Unit to which a Limited Common Element is appurtenant (if any) shall perform the normal maintenance for such Limited Common Element including keeping it in a clean and sanitary condition, and shall also make all repairs thereto caused or permitted by his negligence, misuse or neglect. All structural repair or replacement shall be provided by the Association as a Common Expense, as provided by subparagraph (a) above.

(iii) Any Unit Owner permitted by the Board of Directors to use a specific portion of the Common Elements for storage or parking is responsible for the maintenance and care of such portion and shall use such portion in a safe and sanitary manner.

(c) Chart of Maintenance Responsibilities. Notwithstanding the general provisions for maintenance set forth in subparagraphs (a) and (b) above, specific maintenance responsibilities and the costs attributable thereto shall, to the extent set forth thereon, be determined pursuant to the Chart of Maintenance Responsibilities attached as Exhibit "A" hereto.

(d) Manner of Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and installation and shall be of first-class quality. The method of approving payment vouchers for all repairs and replacements shall be determined by the Board of Directors.

(i) Floor Coverings. Each Unit Owner shall be responsible for the maintenance, repair and replacement, at his expense, of the floor covering materials that are appurtenant to or a part of his Unit. All floor covering materials shall be maintained in such a manner as to minimize sound transmission between the Units. In the event that it is necessary for the Owner of any Unit above ground level to replace any floor covering materials in that Unit, the Unit Owner shall use floor covering materials in the same amount (i.e., square footage) and of similar quality, design and sound insulating features (i.e., impact insulation class) as the floor covering materials installed during the initial construction of such upper level Unit. For example, the Owner of an upper level Unit that includes carpeting, hardwood flooring and/or resilient flooring as part of the original construction of such upper level Unit shall, if necessary, replace such carpeting, hardwood flooring and/or resilient flooring with the same amount and the same or similar type of floor covering materials, provided that the replacement floor covering materials are of similar quality, design and sound insulating features as the originally installed carpeting, hardwood flooring and/or resilient flooring.

Section 6.Additions, Alterations or Improvements by Board of Directors.

Any additions, alterations, or improvements may be made by the Board of Directors without approval of the Unit Owners and the cost thereof shall constitute part of the Common Expenses.

Notwithstanding the foregoing, if in the opinion of not less than a majority of the members of the Board of Directors, such additions, alterations or improvements are exclusively or substantially exclusively for the benefit of the Unit Owner or Unit Owners requesting the same, such requesting Unit Owner or Unit Owners shall be assessed therefor in such proportions as they jointly approve, or if they are unable to agree thereon, in such proportions as may be determined by the Board of Directors.

Section 7.Additions, Alterations, or Improvements by the Unit Owners. No Unit Owner shall make any structural addition, alteration or improvement in or to his Unit or any Limited Common Element without the prior written consent of the Board of Directors. Except for purposes of proper maintenance and repair or as otherwise permitted or required by law or these Bylaws, it shall be prohibited for any Unit Owner to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, walls, signs, exterior antennas (except as specifically permitted by applicable federal governmental regulations), radio broadcasting or receiving devices to slabs, sidewalks, curbs, gutters, patios, terraces, decks, balconies, porches, or driveways, or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any Unit or the Common Elements within the Condominium or to combine or otherwise join two (2) or more Units (or parts thereof), or to partition the same or to remove or alter any window or exterior doors of any Unit, or to make any change or alteration within any Unit which will alter the structural integrity of any building or otherwise affect the property, interest or welfare of any other Unit Owner, materially increase the cost of operation or insuring the Condominium or impair any easement, until complete plans and specifications, showing the nature, kind, shape, materials and location of the same (including, without limitation, any other materials and information as may be specified by the Board of Directors or its designated committee) shall have been submitted to and approved in writing as to safety, the effect of any such alterations on the costs of maintaining and insuring the Condominium and harmony of design, color and location in relation to surrounding structures and topography, by the Board of Directors of the Association.

Section 8.Architectural Control by Board of Directors. Requests for review of additions, alterations or improvements to Units or Limited Common Elements by Unit Owners to the Board of Directors must be in writing and delivered to the Managing Agent. The Board of Directors shall be obligated to decide upon any written request by

a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit within forty-five (45) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Directors to the proposed structural addition, alteration or improvement. If any application to any governmental authority for a permit to make any such structural addition, alteration or improvement in or to any Unit requires execution by the Unit Owners Association, and provided consent has been given by the Board of Directors, then the application shall be executed on behalf of the Unit Owners Association by the Board of Directors only, without, however, incurring any liability on the part of the Board of Directors or any of them to any governmental authority, contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having claim for injury to person or damage to property arising therefrom.

Section 9. Subdivision of Units. Subject to the approval of any Mortgagee of such affected Unit(s), the Board of Directors and any Unit Owner affected, any Unit may be subdivided or may be altered so as to relocate the boundaries between such Unit and any adjoining Units. The Secretary, at the cost of the Unit Owner, shall record any necessary amendment to the Declaration to effect such action as provided in Sections 55-79.69 or 55-79.70 of the Condominium Act. Notwithstanding any of the provisions of this Section 9, the Declarant shall not be required to get approval for subdivision of Units owned by the Declarant until deeds of conveyance of such Units to third parties have been recorded.

Section 10. Easements in Favor of Unit Owners Association.

(a) Easements are reserved to the Unit Owners Association through each of the Units for the benefit of any adjoining Unit as may be required for structural repair and maintenance of electrical lines and conduits, gas lines, heating, air conditioning and ventilating ducts, water lines, drain pipes and other appurtenances to such utility systems in order to adequately serve each of such Units.

(b) There is reserved to the Unit Owners Association or its delegate, the right of entry to any Unit and any easement for access therein, as provided by Section 55-79.79(a) of The Condominium Act, when and as necessary, in connection with any repairs, maintenance, landscaping or construction for which the Unit Owners Association is responsible, or for which any Unit Owner is responsible hereunder. Any damage caused by such entry shall be repaired at the expense of the Unit Owners Association; provided, however, that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

(c) The Board of Directors may charge each Unit Owner for the expense of all maintenance, repair or replacement to the Common Elements, or to those parts of Units as to which the Unit Owners Association has the responsibility to maintain and repair, rendered necessary by his act, neglect or carelessness, or the act, neglect or carelessness of any member of his family or employees, agents, lessees or guests of lessees. The payment and collection of any charge made pursuant to the foregoing provision shall be in accordance with the terms providing for payment and collection of assessments in these Bylaws and the Condominium Act, including, without limitation, the right reserved to the Board to accelerate payment of assessments and the right to recovery of attorney's fees and costs.

Section 11. Tenant Eviction. In the event that the tenant of any Unit Owner shall breach his lease by failing to comply with any of the terms of the Declaration, these Bylaws and the rules and regulations, the Board of Directors may require the Unit Owner to secure the eviction of his tenant.

Section 12. Annual Audit. An audit of the accounts of the Unit Owners Association shall be made annually as a Common Expense by a certified public accountant.

ARTICLE VII

INSURANCE

Section 1. Authority to Purchase.

(a) Except as otherwise provided in Section 5 of this Article VII, all insurance policies relating to the property shall be purchased by the Board of Directors. Neither the Board of Directors nor the Managing Agent nor the Declarant shall be liable for failure to obtain any coverages required by this requirement or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverages from reputable insurance companies or if such coverages are available only at a demonstrably unreasonable cost.

(b) Each such policy shall provide that:

(i) The insurer waives its right of subrogation to any claims against the Declarant, Board of Directors, the Unit Owners Association, the Managing Agent or the Unit Owners and their respective agents, employees, tenants, guests and in the case of Unit Owners, the members of their households.

(ii) Such policy shall not be canceled, invalidated or suspended on account of the conduct of any member of the Board, officer or employee of the Board of Directors, Unit Owner (including his invitees, agents and employees) or the Managing Agent without a prior demand in writing that the Board of Directors or the Managing Agent cure the defect and neither shall have so cured such defect within sixty days after such demand.

(iii) Such policy may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least sixty (60) days prior written notice to the Board of Directors and the Managing Agent and, in the case of physical damage insurance, to all Mortgagees of Units.

(iv) The named insured under any such policies shall be the Unit Owners Association of the Condominium, as a trustee for the Owners of the Condominium Units, or its authorized representative, including any trustee with which such Association may enter into any insurance Trust Agreement, or any successor trustee, each of which shall be referred to as the "Insurance Trustee" who shall have exclusive authority to negotiate losses under these policies.

(c) All policies of insurance shall be written by reputable companies licensed to do business in the Commonwealth of Virginia, and holding a financial size rating of a Class X or better by Best Insurance Reports, if available, and if not available the best comparable rating available.

(d) The Declarant, so long as the Declarant shall own any Unit, shall be protected by all such policies as a Unit Owner. The coverage provided to the Declarant under the insurance policies obtained in compliance with this Article VII shall not be deemed to protect or be for the benefit of any general contractor engaged by the Declarant against liability for (or waive any rights with respect to) warranty claims.

(e) Such policies shall also provide, to the extent available:

(i) The insurer of the Master policy shall issue to each Unit Owner or their Mortgagee a certificate or subpolicy specifying the portion of the Master Policy allocated to each Unit Owner's Unit and his undivided interest in the Common Elements.

(ii) That until the expiration of sixty (60) days after the insurer gives notice in writing to the Mortgagee of any Unit, the Mortgagee's insurance coverage will not be affected or jeopardized by any act or conduct of the Unit Owner of such Unit, the other Unit Owners, the Board of Directors, or any of their agents, employees or household members, nor canceled for non-payment of premiums.

(iii) That the net proceeds of such policies, if greater than Twenty-five Thousand Dollars (\$25,000.00) shall be payable to the Insurance Trustee.

(iv) That the Master Insurance policy shall contain a standard mortgage clause in favor of each Mortgagee of a Unit to the extent of the portion of the coverage of the Master policy allocated to such Unit, which shall provide that the loss, if any, thereunder shall be payable to such Mortgagee and the Unit Owner as their interests may appear, subject, however, to the loss payment and adjustment provisions in favor of the Board of Directors and the Insurance Trustee.

(f) That the "no control" clause be part of the Master policy which states that coverage must not be prejudiced by (a) any act or neglect of the Owners of Condominium Units when such act or neglect is not within the control of the Unit Owners Association or (b) any failure of the Unit Owners Association to comply with any warranty or condition regarding any portion of the premises over which the Unit Owners Association has no control.

Section 2. Physical Damage Insurance.

(a) The Board of Directors shall obtain and maintain a policy of insurance against Special Causes of Loss (formerly "All-Risk"), in an amount equal to full replacement value (i.e., 100% of current "replacement cost," with a reasonable deductible amount, exclusive of the land, foundation, excavation and other items normally excluded from coverage) with an Agreed Amount Endorsement to the Condominium project, insuring the entire Property (including without limitation all of the units and the fixtures initially installed therein by the Declarant, and replacements thereof up to the value of those initially installed by the Declarant, but not including furniture, wallcoverings, improvements and additions, furnishings or other personal property supplied or installed by unit owners), together with all air conditioning and heating equipment and other service machinery contained therein and covering the interests of the Unit Owners Association, the Board of Directors and all unit owners and their Mortgagees, as their interests may appear, (subject, however, to the loss payment and adjustment provisions in favor of the insurance trustee) Furthermore a Demolition and Contingent Liability from Operation of Building Laws Endorsement and an Increased Cost of Construction Endorsement shall be procured as required. The amount of coverage is to be redetermined annually by the Board of Directors with the assistance of the insuring company. The Master Insurance Policy must afford protection against at least the following:

(i) loss or damage by fire and other hazards covered by the standard extended coverage endorsement and by sprinkler leakage,

debris removal, cost of demolition, vandalism, malicious mischief, windstorm and to the extent determined by the discretion of the Board of Directors, water damage:

(ii) Such other risks as are customarily covered in similar projects, including boiler and machinery coverage.

(b) Such policy shall also provide:

(i) That despite any provisions giving the carrier the right to elect to restore damage in lieu of a cash settlement, such operation shall not be exercisable without the prior written approval of the Unit Owners Association (or any Insurance Trustee) or when in conflict with provisions of any Insurance Trust Agreement to which the Association may be a party, or any requirement of law.

(ii) The following endorsements (or equivalent): (i) "contingent liability from operation of building laws or codes"; (ii) "increased cost of construction" or "condominium replacement cost"; (iii) "inflation guard"; and (iv) "agreed amount" or "elimination of coinsurance" clause.

(iii) A "no other insurance" clause expressly excluding individual Unit Owners' policies from its operation so that the physical damage policy purchased by the Board of Directors shall be deemed primary coverage and any individual Unit Owners' policies shall be deemed excess coverage and in no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder provide for or be brought into contribution with insurance purchased by individual Unit Owners or their Mortgagees unless required by law.

(iv) Such deductibles and self-insured retentions as to loss as the Board of Directors, in its sole discretion, deems prudent and economical.

(c) Notwithstanding anything contained herein to the contrary, a Unit Owner shall pay such deductible if the cause of the damage to or destruction of any portion of the Condominium originated in or through their Unit or any component thereof without regard to whether the Unit Owner was negligent.

Section 3. Liability Insurance. The Board of Directors shall obtain and maintain comprehensive general liability, (including libel, slander, false arrest and invasion of privacy coverage and property damage liability) coverage for acts of The Unit Owners Association, officers and Directors of the Unit Owners Association, and property damage insurance in a limit no less than \$1,000,000.00 per occurrence, insuring the Unit Owners Association, each member of the Board of Directors, the

Managing Agent, each Unit Owner, and those entitled to occupy any Unit, against any liability to the public or to the Unit Owners (and their invitees, agents and employees) arising out of or incidental to the ownership and/or use of the Common Elements. Such insurance shall be issued on a comprehensive liability basis and shall contain: (i) a cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to his action against another named insured; (ii) hired and non-owned vehicle coverage; (iii) host liquor liability coverage with respect to events sponsored by the Unit Owners Association; (iv) deletion of the normal products exclusion with respect to events sponsored by the Unit Owners Association, and (v) a "severability of interest" endorsement which shall preclude the insurer from denying liability to a Unit Owner because of negligent acts of the Unit Owners Association or of another Unit Owner.

The Board of Directors shall review such limits once each year, but in no event shall such insurance be less than One Million Dollars (\$1,000,000.00) covering claims for bodily injury or property damage arising out of one occurrence. "Umbrella" liability insurance in excess of the primary limits shall also be obtained so that the total of the primary and excess limits are in an amount not less than \$4,000,000.

Section 4. Other Insurance. The Board of Directors shall obtain and maintain:

(a) Fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees and employees of the Unit Owners Association and all others who handle, or are responsible for handling, funds of the Unit Owners Association, including the Managing Agent. Such fidelity bonds shall: (i) name the Unit Owners Association as an obligee; (ii) be written in an amount not less than one-half ($\frac{1}{2}$) the total annual condominium assessments for the year plus expected reserves or the current amount required by the Mortgagees, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, whichever is greatest; and (iii) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression;

(b) If required by any governmental or quasi governmental agency including without limitation the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, flood insurance in accordance with the then applicable regulations of such agency;

(c) Workmen's compensation insurance if and to the extent necessary to meet the requirements of law;

(d) Broad form machinery and pressure vessel explosion insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) per accident per location; and

(e) Such other insurance as the Board of Directors may determine or as may be requested from time to time by a Majority Vote of the Unit Owners.

Section 5. Separate Insurance. Each Unit Owner or any tenant of such Unit Owner should, at his own expense, obtain additional insurance for his own Unit and for his own benefit and to obtain insurance coverage upon his personal property, for any "betterments and improvements" made to the Unit and for his personal liability, provided that no Unit Owner or tenant shall acquire or maintain such additional insurance coverage so as to decrease the amount which the Board of Directors, on behalf of all Unit Owners, may realize under any insurance policy which it may have in force on the property at any particular time or to cause any insurance coverage maintained by the Board of Directors to be brought into contribution with such additional insurance coverage obtained by the Unit Owner. All such additional policies shall contain waivers of subrogation. No Unit Owner or tenant shall obtain separate insurance policies, except as provided in this Section 5. Any Unit Owner who obtains individual insurance policies covering any portion of the property other than personal property belonging to such Unit Owner, shall be required to file a copy of such individual policy or policies with the Board of Directors within thirty (30) days after the purchase of such insurance. Such Unit Owner shall also promptly notify, in writing, the Board of Directors in the event of cancellation.

Section 6. Insurance Trustee.

(a) The Board of Directors shall have the right (but shall not be required) to designate any bank, trust company, management agent, savings and loan association, building and loan association, insurance company or any institutional lender, or the Unit Owners Association, as the Insurance Trustee, and all parties beneficially interested in such insurance coverage shall be bound thereby. The Insurance Trustee at the time of the deposit of such policies and endorsements shall acknowledge that the policies and any proceeds therefrom will be held in accordance with the terms of these Bylaws.

(b) The Insurance Trustee shall not be liable for the payment of premiums, the renewal of the policies, the sufficiency of coverage, the form or content of the policies, the correctness of any amounts received by it on account of the proceeds of any insurance policies, nor the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to

hold the same in trust for the purposes elsewhere stated in these Bylaws, for the benefit of the Unit Owners and their respective Mortgagees.

Section 7. Board of Directors as Agent. The Board of Directors is hereby irrevocably appointed the agent for each Unit Owner of a Unit and for each Mortgagee of a Unit and for each Owner of any interest in the Condominium to adjust all claims arising under insurance policies purchased by the Board of Directors and to execute and deliver releases upon the payment of claims.

Section 8. Premiums. Premiums upon all insurance policies purchased by the Board of Directors shall be deemed to be a Common Expense.

ARTICLE VIII

REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY

Section 1. When Repair and Reconstruction are Required. Except as otherwise provided in Section 4 of this Article, in the event of damage to or destruction of all or any of the buildings as a result of fire or other casualty, the Board of Directors, or the Insurance Trustee, if any, shall arrange for and supervise the prompt repair and restoration of the Condominium (including any damaged Units, and the floor coverings, kitchen or bathroom fixtures, and appliances initially installed therein by the Declarant, and replacements thereof installed by the Declarant, but not including any furniture, furnishings, fixtures, equipment or other personal property supplied or installed by the Unit Owners in the Units). Notwithstanding the foregoing, each Unit Owner shall have the right to supervise the redecorating of his own Unit.

Section 2. Procedure for Reconstruction and Repair:

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to the building, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring the building (including, but not limited to, any damaged Unit and any floor coverings, fixtures and appliances initially installed in the Unit by the Declarant, and the replacement thereof installed by the Unit Owners, up to the value of those initially installed by the Declarant, but not including any other furniture, fixtures, appliances or equipment installed by the Unit Owner in the Unit unless covered by insurance obtained by the Unit Owners Association) to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary.

(b) Assessments. If the proceeds of insurance are not sufficient to defray the said estimated costs of reconstruction and repair as determined by the Board of Directors, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments necessary to cover such insufficiency shall be made against all the Condominium Units according to the respective Common Element Interests as set forth in the Declaration of the Condominium, as the same may be amended from time to time. Notwithstanding anything to the contrary herein contained, the Unit Owners Association shall not be responsible for any items of repair, replacement, or maintenance or consequential damage to any Unit, for which it would not otherwise be responsible under the provisions of these Bylaws unless the loss or consequential damage caused to said Unit and requiring repair, replacement or maintenance, was occasioned through the fault of the Unit Owners Association. This provision shall be deemed to include the payment by the Unit Owner or Owners of any deductible amount under any Association insurance policy.

(c) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the property was originally constructed by the Declarant.

(d) Encroachments. Encroachments upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Unit Owner upon whose property such encroachment exists, provided that such reconstruction was substantially in accordance with the architectural plans under which the Condominium Property was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the reconstructed building shall stand.

Section 3. Disbursements of Construction Funds.

(a) Construction Fund. The net proceeds of insurance collected on account of a casualty and the funds collected by the Board of Directors from assessments against Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Section. If the net proceeds of insurance collected on account of a casualty exceeds five (5) percent of the total annual assessment for Common Expenses for the fiscal year, then the funds collected by the Board of Directors from assessments against the Unit Owners shall be deposited by the Board of Directors with the Insurance Trustee, if any, and the entire construction fund shall be held by the Insurance Trustee and disbursed as ordered by the Board of Directors.

(b) Method of Disbursement. The construction fund shall be paid by the Board of Directors or the Insurance Trustee, as the case may be, in appropriate progress payments, to such contractor(s), supplier(s) and personnel performing the work of supplying the materials or services for the repair and reconstruction of the building as is designated by the Board of Directors.

(c) Surplus. It shall be presumed that the first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds, and, if there is a balance in the construction fund after the payment of all the costs of the reconstruction and repair for which the fund is established, such balance shall, at the determination of the Board of Directors, either be deposited in the Unit Owners Association general operating account or rebated to the Unit Owners.

(d) Common Elements. When the damage is to both Common Elements and Units, the insurance proceeds shall be applied first to the cost of repairing the Common Elements and the balance to the cost of repairing the Units.

(e) Certificate. The Insurance Trustee shall be entitled to rely upon a certificate executed by any one officer of the Unit Owners Association certifying:

(i) Whether or not the damaged property is to be reconstructed and repaired;

(ii) The name of the payee and the amount to be paid with respect to disbursements from any construction fund held by it or whether surplus funds to be distributed are less than the assessments paid by the Unit Owners; and

(iii) All other matters concerning the holding and disbursing of any construction fund held by it. Any such certificate shall be delivered to the Insurance Trustee, if any, promptly after request.

Section 4. When Reconstruction is Not Required. In the event the Board of Directors elects not to repair insubstantial damage to the Common Elements, any insurance proceeds received on account of such damage shall be used to restore the building to a safe and acceptable condition comparable with the rest of the Condominium, and the balance shall be distributed among all Unit Owners in proportion to their respective Common Element Interests. If the Condominium shall be terminated pursuant to Section 55-79.72.1 of the Condominium Act, the net assets of the Condominium together with the net proceeds of insurance policies, if any, shall be divided by the Board of Directors or the Insurance Trustee, as the case may be, among all Unit Owners in proportion to their respective Common Element Interests, after first

paying out of the share of each Unit Owner, to the extent sufficient therefor, the amount of any unpaid liens on his Unit in the order of priority of such liens.

ARTICLE IX

MORTGAGES

Section 1. Notice to Board of Directors. A Unit Owner who mortgages his Unit shall notify the Board of Directors through the Managing Agent of the name and address of his mortgagee. The Board of Directors shall maintain such information in a book entitled "Mortgagees of Units." Any notice required by these Bylaws to be provided to a mortgagee, shall be provided only to the mortgagee of record in the Mortgagees of Units book. It is the responsibility of the Unit Owners and Mortgagee to ensure that this book is current.

Section 2. Notice of Unpaid Assessments. The Board of Directors, whenever so requested in writing by a Mortgagee, shall promptly report any then unpaid assessments due from, or any other default by, the owner of the mortgaged Unit.

Section 3. Notice of Default. The Board of Directors shall give written notice to a Unit Owner of any known default by the Unit Owner in the performance of any obligations under the Condominium Act or Condominium Instruments, and, if such default is not cured within 60 days, shall send a copy of such notice to each Mortgagee of such Unit whose name and address has theretofore been furnished to the Board of Directors.

Section 4. Examination of Books. Each Unit Owner and each Mortgagee shall be permitted to examine the books of account of the Condominium at reasonable times and upon reasonable notice, on a business day.

Section 5. Notices of Damages, Condemnation. The Association shall timely notify: (i) the Mortgagee of a Unit whenever material damage to the Unit which costs more than \$5,000 to repair, occurs, or whenever the Unit or portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, if such conditions are known to the Association; and (ii) all Mortgagees whenever material damage to the Common Elements occurs which costs more than \$10,000 to repair, or whenever the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority. For purposes of this Section, the Board of Directors, when giving notice to any Mortgagee, shall also notify the Federal Home Loan Mortgage Corporation

(FHLMC), the Federal National Mortgage Association (FNMA) or the Veterans Administration (VA) and any other public or private secondary mortgage market entity participating in purchasing or guarantying mortgages of Units in the Condominium if the Board of Directors has notice of such participation.

Section 6. Notice of Termination of Management Contracts. The Board of Directors shall notify all Mortgagees in writing of the termination of any management contract within ten (10) days of receipt or issuance of any notice of such termination by either the Association or the Managing Agent. Notwithstanding the foregoing, the prior written approval of at least two-thirds (2/3) of all Mortgagees (based upon one vote for each Mortgage owned) shall be required to effectuate any decision by the Unit Owners Association to terminate professional management and assume self-management of the Condominium.

Section 7. Audited Financial Statement. Each Mortgagee shall be entitled to receive, upon request, a copy of the annual audited financial statement within one hundred twenty (120) days following the end of the Association's fiscal year.

Section 8. Rights of Mortgagees. Unless at least two-thirds (2/3) of the Mortgagees (based upon one vote for each Mortgage owned) have given their prior written approval, the Unit Owners Association shall not:

(a) change any Unit's Common Element Interest except as permitted by the Declaration;

(b) abandon, partition, subdivide, encumber, sell or transfer the Common Elements of the Condominium (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this clause) except as may be permitted by the Declaration;

(c) by act or omission seek to abandon or terminate condominium status of the project except as provided by statute in case of substantial loss to the Units and Common Elements of the Condominium;

(d) modify the method of determining and collecting assessments or allocating distributions of casualty insurance proceeds or condemnation awards;

(e) use the proceeds of casualty insurance for any purpose other than replacement, repair or reconstruction of the Units or Common Elements except as permitted by the Condominium Act.

Section 9. Other Mortgagees Rights. All Mortgagees or their representatives shall be entitled to attend meetings of the Unit Owners Association and shall have the right to speak thereat. In addition thereto, all Mortgagees shall have the right to examine the books and records of the Condominium and require the submission of annual financial reports and other budgetary information.

In addition, except as provided by statute, in the case of condemnation or substantial loss to the Units and/or Common Element of the Condominium, unless at least two-thirds of the first mortgagees (based on one vote for each first Mortgage owned) or owners (other than the sponsor, developer or builder) of the individual Units have given their prior written approval, the Unit Owners Association may not partition or subdivide any Condominium Unit.

Section 10. Amendment to the Declaration or to the Bylaws of the Unit Owners Association. Except as otherwise permitted by the Condominium Instruments, the prior written approval of two-thirds (2/3) of all institutional holders of Mortgages (based on one vote for each Mortgage owned) will be required for any amendment to the Declaration or Bylaws of the Unit Owners Association except for amendments allowed by Section 55-79.71 (F) of the Condominium Act.

Section 11. Presumptive Approval. Notwithstanding the foregoing, a Mortgagee listed pursuant to Section 1, who is notified by certified mail, return receipt requested of additions or amendments to the Condominium Instruments and who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

ARTICLE X

COMPLIANCE AND DEFAULT

Section 1. Relief. As set forth in Section 55-79.53, Code of Virginia, as amended, each Unit Owner of a Unit shall be governed by, and shall comply with, all of the terms of the Declaration, these Bylaws and the Rules and Regulations of the Association, and any amendments of the same. A default by a Unit Owner shall entitle the Unit Owners Association, acting through its Board of Directors or through the Managing Agent, to the following relief.

(a) Legal Proceedings. Failure to comply with any of the terms of the Declaration, these Bylaws and the rules and regulations shall be grounds for relief which may include, without limitation to, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any

other relief provided for in these Bylaws or any combination thereof and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Unit Owners Association, the Board of Directors, the Managing Agent, or, if appropriate, by an aggrieved Unit Owner.

(b) Additional Liability. Each Unit Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of any member of his family or employees, agents, licensees, guests, or lessees. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by an insurance company of its rights of subrogation.

(c) Cost and Attorneys' Fees. In any proceeding arising out of any alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court.

(d) No Waiver of Rights. The failure of the Unit Owners Association, the Board of Directors, or of a Unit Owner to enforce any right, provision, covenant, or condition which may be granted by the Declaration, these Bylaws or the rules and regulations shall not constitute a waiver of the right of the Unit Owners Association, the Board of Directors, or the Unit Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Unit Owners Association, the Board of Directors, or any Unit Owner pursuant to any term, provision, covenant or condition of the Declaration, these Bylaws, or the rules and regulations shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by the Declaration, these Bylaws or the rules and regulations, or at law or in equity.

(e) Interest. In the event of a default by any Unit Owner in paying any sum assessed against the Condominium Unit other than for Common Expenses which continues for a period in excess of fifteen (15) days, interest at a rate of up to eighteen percent (18%) per annum may be imposed in the discretion of the Board of Directors on the principal amount unpaid from the date due until paid.

(f) Right of Acceleration. The payment and collection of the assessments made pursuant to this Article X shall be in accordance with the terms providing for the payment and collection of assessments in these Bylaws and the Condominium Act, including without limitation the right reserved to the Board of

Directors to accelerate payment of assessments and the right to recover attorney's fees and costs.

(g) Late Charges. Any assessment levied pursuant to the Declaration or these Bylaws, or any installment thereof, which is not paid within fifteen (15) days after it is due, may at the option of the Board of Directors be subject to a late charge of not less than ten dollars (\$10.00) per month for each monthly assessment in arrears or such other amounts as the Board of Directors may fix, and in addition, the Board of Directors may declare the installments which would otherwise be due during the remaining fiscal year immediately due and payable and may take those actions to collect such accelerated amounts as are provided in these Bylaws for the collection of assessments.

(h) Abatement and Enjoinment of Violations by Unit Owners. The violation of any rule or regulation adopted by the Association, or the breach of any Bylaw contained herein, or the breach of any provision of the Declaration shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws: (1) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; (2) to use self-help to remove or cure any violation of the Condominium Instruments or the rules and regulation on the Common Elements (including, without limitation, the towing of vehicles) or in any Units; or (3) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity the continuance of any such breach.

(i) Other Penalties. Failure by a Unit Owner to comply with any of the terms of the Declaration, these Bylaws and the Rules and Regulations, shall subject such Unit Owner to other penalties that may be established by resolution of the Board of Directors, including, but not limited to, the imposition of charges. Any such resolution duly adopted by the Board of Directors shall be adopted in accordance with Section 55-79.80:2B of the Condominium Act, as amended, which requires the Unit Owner be given the opportunity to be heard and represented by counsel before the Board of Directors.

Section 2.Lien for Assessments.

(a) The total annual assessment of each Unit Owner for Common Expenses or any special assessment or any other sum duly levied, made pursuant to these Bylaws is hereby declared to be a lien levied against the Condominium Unit of such Unit Owner as provided in Section 55-79.84 of the Condominium Act.

(b) The lien for assessments may be enforced and foreclosed in the manner provided by the Condominium Act by action in the name of the Association, or the Managing Agent, acting on behalf of the Unit Owners Association.

(c) A suit to recover a money judgment for unpaid contributions may be maintained without foreclosing or waiving the lien securing the same, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

Section 3.Subordination and Mortgage Protection. Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to these Bylaws upon any Unit (and any penalties, interest on assessments, late charges or the like) shall be subordinate to, and shall in no way affect the rights of the holder of a Mortgage made in good faith for value received; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such Unit pursuant to foreclosure, or any proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the purchaser of the Unit at such sale from liability for any assessment lien perfected under Section 55-79.84 of the Condominium Act and for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment, which lien shall have the same effect and be enforced in the same manner as provided herein.

Section 4.Priority of Lien. All assessments levied by the Unit Owners Association of the Condominium shall constitute a lien on the Unit, which lien shall be subordinate to any lien of any Mortgage.

ARTICLE XI

USE RESTRICTIONS ON UNITS AND COMMON ELEMENTS

Section 1.Unit Use Restrictions. Each Unit and the Condominium Property in general shall be occupied and used as follows:

(a) Except as provided in the Declaration, no Unit shall be used for other than housing, home occupations allowed by local zoning ordinances and subject to Rules and Regulations which may be promulgated by the Board of Directors, and the related common purposes for which the Property was designed. The Board of Directors may permit reasonable, non-residential uses from time to time in any Unit. Nothing in these Bylaws shall be construed to prohibit the Declarant from using any Unit owned by the Declarant for promotional, marketing, administrative office, display or other related

purposes or from using any appropriate portion of the Common Elements for settlement of sales of Condominium Units.

(b) Nothing shall be done or kept in any part of the Condominium Property which will increase the rate of insurance for the Condominium Property or any part thereof applicable for residential use without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in his Unit or in his Limited Common Element which will result in the cancellation of insurance on the Condominium Property or any part thereof or which would be in violation of any law, regulation or administrative ruling.

(c) No disruptive, improper, or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Condominium Property shall be complied with, by and at the sole expense of the Unit Owner or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Property, and if the latter, then the cost of such compliance shall be a Common Expense.

(d) No Unit Owner shall obstruct any of the Common Elements nor shall any Unit Owner place or cause or permit anything to be placed on or in any of the Common Elements (except those areas designated for such storage or parking by the Board of Directors) without the approval of the Board of Directors. Nothing shall be altered or constructed in or removed from the Common Elements except upon the prior written consent of the Board of Directors.

(e) The Common Elements must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises; nor shall any carriages, bicycles, wagons, shopping carts, chairs, benches, tables, firewood, or any other object of a similar type and nature be stored therein.

(f) No Unit shall be rented for transient or hotel purposes. No Unit shall be leased or rented for any period less than six (6) months. No Unit Owner shall lease a Unit other than on a written form of lease requiring the lessee to comply with the Condominium Instruments and rules and regulations, and providing that failure to comply constitutes a default under the lease. The Unit Owner shall provide a current copy of the Condominium Instruments and such rules and regulations as have been promulgated as of the date of such lease to lessees. The Board of Directors may provide a suggested standard form lease for use by Unit Owners. Unit Owners shall provide to the Board of Directors, a fully executed copy of the lease. The foregoing provisions of this subparagraph, except for the restriction against use for hotel or

transient purposes, shall not apply to the Declarant, or a Mortgagee in possession of a Unit as a result of a foreclosure or other judicial sale or as a result of any proceeding in lieu of foreclosure.

(g) No commercial trucks, buses or any commercial vehicle shall be permitted to be kept or parked overnight upon any portion of the Property, including within any garage. Trailers, campers, recreational vehicles, house trailers, boat trailers or boats shall not be parked in a garage. No vehicle shall remain on the Condominium Property unless it has current state license plates, a current inspection sticker and complies with all other applicable laws. Repairing vehicles of any kind shall not be permitted on any portion of the Condominium Property

(h) The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any Unit or upon any part of the Condominium Property, except that the keeping of small, orderly domestic pets (e.g. dogs, cats, caged birds) and aquarium fish is permitted subject to the limitation that no Unit Owner shall keep or maintain in excess of two (2) orderly domestic pets and, subject to the Rules and Regulations adopted by the Board of Directors. Pets shall not be permitted upon the Common Elements unless accompanied by a responsible person and unless carried or leashed. Any Unit Owner who keeps or maintains any pet upon any portion of the property shall be deemed to have indemnified and agreed to hold the Association, each Unit Owner and the Declarant free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium. All pets shall be registered with the Board of Directors and shall otherwise be registered and inoculated as required by law. Each pet owner shall be required to clean up any and all excrement caused by his pet on any portion of the Condominium Property. The Board of Directors shall have the right to order any person whose pet is a nuisance to remove such pet from the Condominium.

(i) Except for such signs as may be posted by the Declarant for construction, promotional or marketing purposes, no signs of any character shall be erected, posted or displayed upon, in, from or about any Unit or Common Elements without the prior written approval of the Board of Directors. The provisions of this subparagraph shall not be applicable to the institutional holder of any Mortgage which comes into possession of any Unit by reason of any remedies provided for in the mortgage, foreclosure of any mortgage or any deed of trust or other proceeding in lieu of foreclosure.

(j) Except as to those major appliances as may be installed by the Declarant during its initial construction of Units, or as may be installed by Unit Owners

as replacements thereof, additional major appliances may not be installed in a Unit without prior written approval of the Board of Directors.

(k) No Unit Owner shall allow anything whatsoever to fall from the windows of the premises, nor shall he sweep or throw from his Unit any dirt or other substances outside of his Unit onto the Common Elements.

(l) Refuse, garbage and recyclable material shall be deposited in the area for pick up before scheduled pick up. Trash shall not be stored or placed on patios, terraces, decks or balconies.

(m) No clothesline or similar device shall be permitted on any portion of the Condominium Property, including Limited Common Elements.

(n) No Unit Owner is or shall be permitted to install any type of fireplace within his Unit, without the prior written consent of the Board of Directors. No open flame barbecue grills shall be allowed on the Condominium Property nor storage of flammable fuels.

(o) The Board of Directors of the Association may retain a pass-key to all Units. No Unit Owner or occupant shall alter any lock or install a new lock, without the written consent of the Board of Directors of the Association. Where such consent is given, the Unit Owner shall provide the Association with an additional key for the use of the Association, pursuant to its right of access.

(p) No Unit Owner shall make or permit any disturbing noises by himself, his family, pets, his servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners.

(q) Except as specifically permitted by applicable governmental regulations, no exterior antennas of any type, including, but not limited to, satellite dishes for reception or transmission, may be erected or maintained within the Condominium without the prior written consent of the Board of Directors, which consent shall not be unreasonably withheld.

(r) Nothing shall be done in any Unit or in, on, or to the Common Elements which will impair the structural integrity of the Condominium, or which would structurally change any building or improvements thereon except as is otherwise provided in these Bylaws, provided, further, that interior partitions contributing to the support of any Unit shall not be altered or removed.

(s) Waterbeds shall not be permitted in any Unit without written consent of the Board of Directors.

(t) Unit Owners and occupants shall exercise extreme care not to disturb other Unit Owners or occupants with excessive noise from the use of radios, televisions, musical instruments, amplifiers, or telephones.

(u) Garages shall only be used for a purpose that will not interfere with the intended purposes of garages (e.g. parking of vehicles). Garages may not be converted into living spaces.

(v) Unit windows shall be covered by blinds, shades, curtains or other window treatments which are white or off-white in appearance from the exterior of the building.

Section 2. Rules and Regulations. Each Unit and the Common Elements shall be occupied and used in compliance with the Rules and Regulations which may be promulgated and amended by the Board of Directors. The Board of Directors shall furnish copies of the Rules and Regulations to each Unit Owner. Amendments to the Rules and Regulations shall be conspicuously posted prior to the time when the same shall become effective and copies thereof shall be furnished to each Unit Owner upon request. Each Unit Owner shall be responsible for compliance with all Rules and Regulations by all family members, guests, agents, invitees, and tenants.

Section 3. Utility Charges. The cost of utilities serving the Condominium not individually metered to a Unit shall be a Common Expense.

Section 4. Parking Spaces.

(a) Except for parking spaces located within garages that are part of each Unit and except to the extent limited by the Declarant as to such parking spaces as may be used in conjunction with the Declarant's sales program, all parking spaces designated as such on the Plats and Plans shall be used by Unit Owners on a first-come, first-served basis except as the Board of Directors may otherwise determine. Each Unit Owner shall comply in all respects with such Rules and Regulations which the Board of Directors may from time to time adopt and promulgate with respect to parking and traffic control within the Condominium, and the Board of Directors is hereby, and elsewhere in these Bylaws, authorized to adopt such rules.

Section 5. Storage Areas; Disclaimer of Bailee Liability. Any storage cubicles or areas in the Condominium, if any, are Common Elements and may be assigned to Units by appropriate resolution of the Board of Directors as Limited

Common Elements. The Board of Directors, the Unit Owners Association, any Unit Owner and the Declarant shall not be considered a "bailee" of any personal property stored on the Common Elements (including property located in storage cubicles or areas and vehicles parked in the parking areas of the Condominium), whether or not the storage area is assigned specifically to a Unit Owner for storage purposes, and shall not be responsible for the security of such personal property, storage area or for any loss or damage thereto, whether or not due to negligence.

Section 6. Right of Access. By acceptance of his deed of conveyance, each Unit Owner thereby grants a right of access to his Unit, as provided by Section 55-79.79(a) of the Condominium Act and as further set forth in the Declaration to the Board of Directors or the Managing Agent, or any other person authorized by the Board of Directors or the Managing Agent, or any group of the foregoing, for the purpose of enabling the exercise and discharge of their respective powers and responsibilities, including, without limitation, making inspections, correcting any condition originating in his Unit and threatening another Unit or the Common Elements, performing installations, alterations or repairs to the mechanical or electrical services or the Common Elements in his Unit or elsewhere in the Condominium Property or to correct any condition which violates the Condominium Instruments; provided, however, that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. To the extent that damage is inflicted upon the Common Elements or any Unit through which access is taken, the Unit Owners Association if it caused the damage, shall be liable for the prompt repair thereof.

Section 7. Declarant Exempt. Notwithstanding any provision contained in this Article XI to the contrary, the use and other restrictions set forth in this Article XI shall not apply to the construction or development activities of the Declarant or to the use of the Common Elements and/or Units owned by the Declarant for display, marketing, promotion, sales, rental, leasing or construction purposes or the use of Units as "models", or the use of any portion of the Condominium as a sales, rental or management office.

ARTICLE XII

CONDEMNATION

In the event of a taking in condemnation or by eminent domain, the provisions of Section 55-79.44, Code of Virginia, as amended, shall prevail and govern.

ARTICLE XIII

MISCELLANEOUS

Section 1. Notices. All notices, demands, bill statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by regular mail, first-class, prepaid.

(a) If to a Unit Owner, at the address which the Unit Owner shall designate in writing and file with the Secretary, or if no such address is designated, at the address of the Unit of such Unit Owner; or

(b) If to the Unit Owners Association, the Board of Directors, or the Managing Agent, at the principal office of the Managing Agent, or at such other address as shall be designated by the notice in writing to the Unit Owners pursuant to this Section.

Section 2. Severability. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

Section 3. Resale by Purchaser. The Unit Owners Association, in complying with Section 55-79.97(A), Code of Virginia, 1950, as amended, shall furnish to the purchaser prior to contract date, the appropriate statements. The Board of Directors of the Unit Owners Association may charge the seller up to the maximum amount allowed by law to comply with statements pursuant to Sections 55-79.84(H) and 55-79.85, Code of Virginia, 1950, as amended. In addition, the Board of Directors may fix such other amounts as are required in complying with Section 55-79.97(A), 2 through 7, Code of Virginia, 1950, as amended.

Section 4. Interchangeable Terms. As used in these Bylaws, the terms "mortgage" and "deed of trust" are interchangeable with each other, and the terms "mortgagee" and "deed of trust noteholder" are interchangeable with each other.

Section 5. Certain Contracts of Declarant. Any employment contract, lease of facilities or parking areas entered into by the Declarant on behalf of the Unit Owners Association during the period within which the Declarant is in control of the Unit Owners Association, may following the relinquishment of the Declarant control and at the option of the Association be terminated without penalty upon not more than ninety (90) days notice.

ARTICLE XIV

AMENDMENTS TO BYLAWS

Section 1. Amendments. These Bylaws may be modified or amended as provided in Section 55-79.71 of the Condominium Act. During the Declarant Control Period, the following sections shall not be amended without consent of the Declarant: (1) Section 2 of Article II; (2) Section 9 of Article II; (3) Section 1 of Article III; and (4) Section 1 of this Article XIV.

Section 2. Approval of Mortgagees. These Bylaws contain provisions concerning various rights, priorities, remedies and interests of Mortgagees. Such provisions in these Bylaws are to be construed as covenants for the protection of such Mortgagees on which they may rely in making loans secured by Mortgagees.

ARTICLE XV

DISPUTE RESOLUTION

Section 1. Claim Notice; Inspection. Unless otherwise agreed in writing by the Board of Directors and the Declarant, before the Board of Directors may bring an action for damages against the Declarant based on a claim for defects in the design or construction of the Common Elements or other portions of the Condominium, including, without limitation, an action for enforcement of any warranty on the Common Elements, the requirements of this Article shall be met.

(a) The Board of Directors shall make a prudent and reasonable attempt to mail or otherwise deliver written notice to the Declarant specifying the defect or defects that are the subject of its claim, including identification of all Common Elements and other portions of the Condominium that have manifested damage or otherwise indicate existence of a defect (the "Claim Notice").

(b) Within twenty (20) days after the receipt of the Claim Notice, the Declarant may make a written request to the Board of Directors to inspect the Common Elements and other portions of the Condominium identified in the Claim Notice (the "Inspection Request"). If the Declarant fails to deliver a timely Inspection Request, the Board of Directors may bring an action based on the claim or claims identified in the Claim Notice without satisfying any of the other requirements of this Article.

(c) Within ten (10) days after receipt of the Inspection Request, the Board of Directors shall make available for inspection all Common Elements and other portions of the Condominium identified in the Claim Notice during normal working hours or other mutually agreed upon times. If necessary, interior inspections of Units shall occur only during normal business hours or other mutually agreed upon times, only upon prior notice to the Owner or occupant of the Unit, and only with the consent of the Owner of the Unit, which consent may not be unreasonably withheld or delayed.

(d) Such inspection shall be completed within fifteen (15) days after the date the Common Elements and other portions of the Condominium are made available to the Declarant by the Board of Directors and/or any Unit Owner for inspection; provided, however, that if such inspection is not reasonably capable of being completed within such fifteen (15) day period, and provided further that the Declarant commences good faith efforts to commence such inspection within such fifteen day (15) day period and thereafter diligently prosecutes such efforts to completion, such fifteen (15) day period shall be extended for the period of time reasonably necessary for the Declarant to commence and complete such inspection. The Declarant shall pay all costs of such inspection, shall restore the Common Elements and other portions of the Condominium to the condition that existed immediately before such inspection within five (5) days after the completion of such inspection, and shall indemnify the Board of Directors for any and all damages resulting from such inspection; provided, however, that if such restoration is not reasonably capable of being completed within such five (5) day period, and provided further that the Declarant commences good faith efforts to commence such restoration within such five (5) day period and thereafter diligently prosecutes such efforts to completion, such five (5) day period shall be extended for the period of time reasonably necessary for the Declarant to commence and complete such restoration.

Section 2. Settlement Statement: Conference.

(a) Within fifteen (15) days after completion of the inspection under Section 1 of this Article, the Declarant shall submit a written statement to the Board of Directors stating the Declarant's proposed settlement of the claim or claims identified in the Claim Notice, and stating whether the Declarant proposes to do any remedial work, pay the Association a cash amount, or both (the "Settlement Statement").

(b) If the Declarant fails to deliver a timely Settlement Statement, the Board of Directors may bring an action on the claim or claims identified in the Claim Notice without satisfying any of the other requirements of this Article.

(c) If the Declarant delivers a timely Settlement Statement, then within fifteen (15) days after receipt of the Settlement Statement, at least a majority of the Board of Directors shall hold a settlement conference with the Declarant to discuss the

claim or claims identified in the Claim Notice and the proposed settlement stated in the Settlement Statement (the "Settlement Conference"). The Association and the Declarant may be represented at the Settlement Conference, and any mutually agreed upon continuation thereof by attorneys and consultants.

(d) If a settlement of the claim or claims identified in the Claim Notice is not reached within fifteen (15) days after the Settlement Conference, or any mutually agreed upon continuation thereof, the Association or the Declarant may deliver to the other party, within thirty (30) days after the Settlement Conference, or any mutually agreed upon continuation thereof, a written request for nonbinding mediation. Either party to any such nonbinding mediation may elect to terminate such nonbinding mediation at any time, upon that party's determination that the nonbinding mediation has been unable to resolve the dispute, by giving written notice to the other party of such determination.

(e) If the Board of Directors does not accept the Declarant's proposed settlement set forth in the Settlement Statement, and if the parties are unable to resolve the dispute through nonbinding mediation, the Board of Directors shall make reasonable efforts to disseminate to each Unit Owner a summary of the information required under Section 3 of this Article prior to bringing any action against the Declarant.

(f) Any notice, request, statement, or other communication required to be sent to the Declarant or the Association under this Article shall be mailed by first-class registered or certified mail, return receipt requested, or sent by facsimile (provided the original is, on the same day, personally served on the party entitled to receive such notice, request, statement or other communication).

Section 3. Commencement of Action: Notice to Unit Owners. Before the Association may bring an action for damages against the Declarant based on any claim or claims identified in the Claim Notice, the Board of Directors shall make reasonable efforts to disseminate to each Unit Owner:

- (a) a statement of the claim of the Association against the Declarant;
- (b) a copy of the written response of the Declarant to the claim of the Association, including any proposed settlement delivered by the Declarant to the Association Unit Owners;
- (c) summary information about the Settlement Conference and the mediation;

(d) a statement of the reasonably anticipated consequences of proceeding with the litigation (the form and content of such statement to be subject to the reasonable judgment of the Board of Directors); and

(e) a statement that if ten percent (10%) of the Unit Owners (other than the Declarant) request a special meeting of the Association to discuss the proposed litigation within thirty (30) days after the date the notice is mailed or otherwise delivered to the Unit Owners, then a special meeting must be held.

IN WITNESS WHEREOF, the Declarant has caused these Bylaws to be executed on behalf of the Unit Owners Association of The Condominiums at Kirkpatrick Farms this ____ day of _____, 200__.

NVR, INC, t/a Ryan Homes
a Virginia corporation

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 200__, by _____ of NVR, INC., t/a Ryan Homes on behalf of said corporation.

Notary Public

My Commission Expires: _____

EXHIBIT "A"
TO
BYLAWS

SCHEDULE OF MAINTENANCE RESPONSIBILITIES

Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

**EXHIBIT "A"
TO
BYLAWS**

**MAINTENANCE RESPONSIBILITIES CHART
THE CONDOMINIUMS AT KIRKPATRICK FARMS**

ITEM	PARTY RESPONSIBLE FOR PERFORMANCE	PARTY RESPONSIBLE FOR COST OF PERFORMANCE
Building exterior, roof, vertical walls, foundations, gutters and downspouts.	Unit Owners Association	Unit Owners as a Common Expense
Painting of shutters, exterior of Unit entry and parking garage doors and portions of door and door frames which are exterior.	Unit Owners Association	Unit Owners as a Common Expense
Routine repair, replacement and maintenance of deck or porch doors, screen doors and Unit entry and parking garage doors (including any cleaning and door hardware replacement).	Individual Unit Owner	Individual Unit Owner
Major maintenance and repair and replacement of decks, porches and driveways of Units.	Unit Owners Association	Unit Owners as a Common Expense
Cleaning, sweeping and snow removal of decks, porches and driveways of Units.	Owner of the Unit to which such deck, porch, or driveway is appurtenant	Owner of the Unit to which such deck, porch, or driveway is appurtenant
Repair and replacement of Unit windows, frames and screens.	Individual Unit Owner	Individual Unit Owner

Maintenance Responsibilities Chart Page 2

ITEM	PARTY RESPONSIBLE FOR PERFORMANCE	PARTY RESPONSIBLE FOR COST OF PERFORMANCE
Routine maintenance and repair of Unit windows, frames and screens (including any cleaning and window hardware replacement).	Individual Unit Owner	Individual Unit Owner
Heating and cooling systems and components serving only Common Elements or more than one Unit.	Unit Owners Association	Unit Owners as a Common Expense
Heating and cooling systems and components exclusively serving one Unit.	Individual Unit Owner	Individual Unit Owner
Plumbing and related systems and components thereof, including any sprinkler systems, serving only Common Elements or more than one Unit.	Unit Owners Association	Unit Owners as a Common Expense
Plumbing exclusively serving a single Unit and located within the boundaries of the Unit.	Individual Unit Owner exclusively served by such plumbing	Individual Unit Owner exclusively served by such plumbing
Plumbing exclusively serving a single Unit but located outside the boundaries of that Unit.	Unit Owners Association	Individual Unit Owner exclusively served by such plumbing
Electrical and related systems and components, thereof including fixtures, serving only Common Elements or more than one Unit.	Unit Owners Association	Unit Owners as a Common Expense

Maintenance Responsibilities Chart Page 3

ITEM	PARTY RESPONSIBLE FOR PERFORMANCE	PARTY RESPONSIBLE FOR COST OF PERFORMANCE
Electrical and related systems and components, including fixtures, exclusively serving a Unit and located within the boundaries thereof.	Individual Unit Owner exclusively served by such electrical component	Individual Unit Owner exclusively served by such electrical component
Electrical and related systems and components, including fixtures, exclusively serving a Unit but located outside the boundaries thereof.	Unit Owners Association	Individual Unit Owner exclusively served by such electrical component
Maintenance and repair or replacement of Common Element sidewalk areas, grounds, landscaped areas, surface parking spaces and private roadways, including snow removal. Maintenance, repair and cleaning of vestibules.	Unit Owners Association	Unit Owners as a Common Expense
Maintenance, repair and replacement of leadwalks and stoops, including snow removal.	Unit Owners Association	Unit Owners as a Common Expense
Exterminating within individual Units.	Individual Unit Owner	Individual Unit Owner
Exterminating exterior of buildings and foundation.	Unit Owners Association	Unit Owners Association
Interior of Unit.	Individual Unit Owner	Individual Unit Owner

**CC&Rs-Condo Declaration
Condominiums at Kirkpatrick Farms (The)**

Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

Prepared by
and Return to: Walsh, Colucci, Lubeley,
Emrich & Terpak, P.C.
2200 Clarendon Blvd., Suite 1300
Arlington, VA 22201

Tax Map No.: _____

DECLARATION

OF

THE CONDOMINIUMS AT KIRKPATRICK FARMS

Pursuant to the provisions of Chapter 4.2, Title 55 of the Code of Virginia, as amended ("the Condominium Act"), **NVR, INC. t/a RYAN HOMES**, a Virginia corporation, (the "Declarant") with the consent of **Two Greens/Kirkpatrick LLC**, a Virginia limited liability company, the fee simple owner of the land more particularly described in **Exhibit "A"** attached hereto located in Loudoun County, Virginia ("Submitted Land"), hereby submits the Submitted Land, together with all improvements, easements, rights and appurtenances thereunto (the "Condominium Property"), to the provisions of the Condominium Act and hereby creates with respect to the Condominium Property, an expandable condominium.

Each Unit Owner shall own his Unit in fee simple absolute, in addition to an undivided fee simple interest in the Common Elements of the Condominium as a tenant in common with the other Unit Owners.

I. **DEFINITIONS:** Except as otherwise defined in the Condominium Instruments for the Condominium all capitalized terms in the Condominium Instruments shall have the meanings specified in Section 55-79.41 of the Code of Virginia, 1950 Edition, as amended.

II. **NAME OF THE CONDOMINIUM:** The condominium established hereby shall be known as The Condominiums at Kirkpatrick Farms (the "Condominium").

III. **LOCATION OF BUILDINGS AND UNITS:** The location and dimensions of the buildings on the Submitted Land are shown on the "Plats" attached as Exhibit "D" hereto. The location of the Units within the aforesaid buildings are shown on the "Plans" attached as Exhibit "E" hereto.

IV. **UNIT BOUNDARIES:** The boundaries of each Unit are as follows:

(a) Upper and Lower (horizontal) Boundaries: The upper and lower boundaries of the Unit are the following boundaries extended to an intersection with the vertical (perimetric) boundaries:

(1) Upper Boundary: The horizontal plane of the uppermost surface of the drywall ceiling of the uppermost ceiling of the Unit.

(2) Lower Boundary: The horizontal plane of the top surface of the lowest undecorated concrete floor slab.

(b) Vertical (perimetric) Boundaries: The vertical boundaries of the Unit are the vertical planes which include the outermost (back) surface of the drywall of all walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries, including all windows and doors which serve the Unit.

(c) Inclusions and Exclusions of Unit: Included as part of each Unit are: (1) front entrance door to the Unit; (2) interior ceilings and floor coverings; (3) air-conditioning and heating components serving only that Unit, whether located within the designated boundaries of such Unit or not; (4) mechanical closet for the Unit; (5) any stairwells which are for the exclusive use of one Unit; and (6) subject to the following sentence, all space, interior partitions, fixtures and improvements (including without limitation sinks, bathtubs and other plumbing facilities, refrigerators, ovens and other appliances) within the designated boundaries of the Unit. If any chutes, flues, ducts, conduits, wires, bearing walls or columns, or any other apparatus, lies partially within and partially outside of the designated boundaries of a Unit, any portions thereof serving only that Unit shall be deemed a part of that Unit; any portions thereof serving more than one Unit shall be General Common Elements. The Units shall also include the interior of any garage designed for the exclusive use of such Unit. The boundaries of the garage shall be the same as that for the Unit boundaries described above.

(d) Maintenance Responsibilities: Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary description, the provisions of the Bylaws, attached as Exhibit "C" hereto, shall govern the division of maintenance and repair responsibilities between the Unit Owner and the Unit Owners Association of the Condominium.

V. **COMMON ELEMENTS:**

(a) **General Common Elements.** The General Common Elements as shown on the Plat and Plans consist of the entire Condominium other than the Units and the Limited Common Elements.

(b) **Limited Common Elements.** The Limited Common Elements are those parts of the Common Elements which are Limited Common Elements within the meaning of Section 55-79.50(e) of the Condominium Act and which are reserved for the exclusive use and benefit and are the responsibility of one (1) or more, but less than all, of the Units and their Owners.

(c) **Reserved Common Elements.** The Board of Directors shall have the power in its discretion from time to time to grant revocable licenses in designated General Common Elements to a Unit Owner(s) at no charge or to establish a reasonable charge to such Unit Owner(s) for the use and maintenance thereof (which charge shall be deemed an additional assessment payable in accordance with Article VI, Section 2 (e) of the Bylaws). The General Common Elements or portions thereof so designated shall be referred to as Reserved General Common Elements. Such designation by the Board of Directors shall not be construed as a sale or disposition of the General Common Elements.

The Common Elements shall remain undivided and no Unit Owner or any other person shall bring or have the right to bring any action for partition or division thereof, nor shall the Common Elements be abandoned by act or omission, subject to the provisions of the Bylaws.

VI. **THE UNDIVIDED INTEREST IN THE COMMON ELEMENTS:** Pursuant to Section 55-79.55 of the Condominium Act, each Unit in the Condominium has been allocated a percentage of interest (its "Common Element Interest") in the Common Elements of the Condominium based on equality. A schedule listing each unit in the Submitted Land and its Common Element Interest is attached hereto and made a part hereof as Exhibit "B". If the Condominium is expanded by creation of additional Units, the Common Element Interests of all Units will be recalculated on the basis of equality.

(a) **ASSIGNMENT OF LIMITED COMMON ELEMENTS:** Each Unit Owner will also own an interest in all of the Common Elements of the Condominium (i.e., its Common Element Interest) based on its par value. If the Condominium is expanded by creation of additional Units, the Common Element Interests of all Units will be recalculated on the basis of par value. That is to say that the Common Element Interest of a Unit at any given time shall be derived by dividing the par value of the Unit by the assigned par value of all Units then included in the Condominium. This

recalculation will reduce the Common Element Interest appertaining to each Unit, but because the total amount of Common Elements will have increased, the actual ownership interests will be essentially unchanged. A Common Element Interest Schedule for the Submitted land is attached as Exhibit "B" to the Declaration. The Par Values of each Unit type to be included in the Condominium are as follows:

Unit Type	Par Value
B	1650
T	2640

VII. **OPTION TO EXPAND CONDOMINIUM:** Declarant hereby expressly reserves unto itself and/or its successors and assigns, the option and right to expand this Condominium pursuant to Section 55-79.63 of the Condominium Act and subject to the provisions of this Article.

(a) The option to expand shall be at the sole option of Declarant and shall not require the consent of any Unit Owner or Mortgagee (as defined in the Bylaws).

(b) This option to expand the Condominium shall expire seven (7) years after the date of recording of this Declaration if not sooner exercised; however, Declarant may, at any time prior to the expiration of such period, terminate its option to expand by recording among the land records of Loudoun County, Virginia, an executed and notarized document terminating this option.

(c) The metes and bounds description of that property which may be added to this Condominium is set forth in Exhibit "A-1" and hereinafter referred to as "Additional Land".

(d) Declarant expressly reserves the right to add any or all portions of the Additional Land at any time, at different times, in any order, without limitation, provided, however, that the Additional Land shall not exceed the total area of all that land described in Exhibit "A-1" attached hereto. Both the Submitted Land and Additional Land are graphically depicted on Exhibit "D" entitled "Plats", which Plats are attached hereto and made a part hereof.

(e) At such time as the Condominium is expanded, the maximum number of Units on the Additional Land will not exceed one hundred forty eight (148) Units. The maximum number of Units on any portion of the Additional Land added to the Condominium shall not exceed one hundred fifty (150) Units per acre. Moreover, the maximum number of Units in the Condominium, as a whole, shall never exceed one hundred fifty-six (156) Units or one hundred fifty (150) Units per acre.

(f) Declarant expressly reserves the right to create Common Elements upon the Additional Land which may be subsequently assigned as Limited Common Elements. Declarant makes no assurances as to the type, size or maximum number of such Common Elements or Limited Common Elements.

(g) The Declarant makes no assurances as to the location of buildings in which Units are located on the Additional Land.

(h) All Units to be created on any portion of the Additional Land shall, except for model Units or administrative offices of Declarant, be restricted exclusively to residential use.

(i) Upon the Additional Land, Declarant may (but shall not be obligated to) construct facilities for the purpose of serving this Condominium as may be expanded by the Additional Land or portions of the Additional Land which Declarant may retain for rental. Declarant reserves the right to construct such service facilities on such portion or portions of the Additional Land as it deems necessary, but Declarant makes no assurances that such improvements will be compatible in quality, materials and style with the improvements on the Submitted Land.

(j) The Units to be created in the improvements on the Additional Land will be reasonably compatible in quality with the improvements on the Submitted Land but need not be the same materials or style. The Units will be of the same size and type that are presently located on the Additional Land.

(k) The allocation of Common Element Interests and common expense liabilities for Units created on the Additional Land shall be based upon par value. Therefore, in the event that the Condominium is expanded to include any portion of the Additional Land, the Common Element Interests of all Units in the Condominium shall be reallocated with the Common Element Interest of each Unit then included in the Condominium determined by dividing the par value of such Unit by the aggregate par value of all Units then included in the Condominium.

(l) In the event Declarant shall not add or adds and then subsequently withdraws, all or any portion of the Additional Land in accordance with Sections 55-79.54(c) and 55-79.54(d) of the Code of Virginia, as amended, Declarant shall nevertheless have the unrestricted right to demolish, construct, alter and operate, without restriction, and for any legal purpose, any improvements located on said Additional Land or any portion thereof.

(m) In the event Declarant determines to exercise its option to expand, in addition to such other easements or rights it may have reserved, Declarant shall have the easements as set forth in Section 55-79.65 of the Code of Virginia, as amended.

VIII. **PARKING**: Except for parking spaces located within the garages that are a part of each Unit and except for parking spaces which may be assigned or reserved pursuant to Articles V or VII hereof and subject to such parking or other easements which may exist in favor of Declarant, or others, all other parking spaces located on the Condominium Property shall be deemed Common Elements and shall be available for use of all Unit Owners on a first come-first served basis, subject to rules and regulations of the Unit Owners Association.

IX. **EASEMENTS AND OTHER ENCUMBRANCES, ETC.:**

Section 1. Easements, Rights-of-Way of Record:

The Submitted Land and the Additional Land are subject to certain easements, rights-of-way and covenants of record. The location of said easements and rights-of-way as well as the Deed Book and page references wherein said easements and rights-of-way were imposed are shown on the Plats attached as Exhibit "D" hereto.

Section 2. Easement for Ingress and Egress through Common Elements, Access to Units and Support:

(a) Each Unit Owner is hereby granted an easement in common with the other Unit Owners for ingress and egress through the General Common Elements, subject to rules, regulations and restrictions established by the Unit Owners Association. Each Condominium Unit is hereby burdened with and subjected to an easement for ingress and egress through all Common Elements by persons lawfully using or entitled to the same. To the extent reasonable or if emergency means of vehicular or pedestrian ingress and egress are not otherwise available through the General Common Elements, the Limited Common Elements shall be subject to an easement for the benefit of the Unit Owners for vehicular or pedestrian ingress and egress to and from their respective Units within the Condominium.

(b) The Declarant reserves in favor of the Declarant and the Managing Agent and/or any other person authorized by the Board of Directors the right of access to any Unit as provided in Section 55-79.79 of the Condominium Act and Article XI, Section 6, of the Bylaws. In case of emergency, such entry shall be immediate whether or not the Unit Owner is present at the time. Further, until seven years after the date this Declaration is recorded, such entry shall be permitted to perform warranty related

work (for the benefit of the Unit being entered, other Units or the Common Elements) whether or not the Unit Owner consents or is present at the time.

(c) Each Unit and Common Element shall have an easement for lateral and subjacent support from every other Unit and Common Element.

Section 3. Declarant's Right to Grant Easements:

The Declarant shall have the right, until seven years after the date this Declaration is recorded, to grant and reserve easements and rights-of-way through, under, over and across the Condominium Property for ingress/egress access to recreation areas for construction purposes, and for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone and other utilities. Such easements may be granted for the benefit of the Additional Land.

Section 4. Easement to Facilitate Sales:

All Units shall be subject to an easement in favor of the Declarant pursuant to Section 55-79.66 of the Condominium Act. The Declarant reserves the right to use the Common Elements and any Units owned or leased by the Declarant, as models, construction, management, sales or customer service offices. The Declarant reserves the right to relocate the same from time to time within the Condominium; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Condominium such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Condominium Property and may be relocated or removed, all at the sole discretion of the Declarant. The Declarant shall have the right to erect temporary offices on any portion of the Submitted and Additional Land, including parking spaces and Common Elements for models, sales offices, construction offices, management offices, customer services and similar purposes. The reservation of this easement to facilitate sales is expressly applicable to the Submitted Land and the Additional Land. This easement shall continue until the Declarant has conveyed all Units in the Condominium to Unit Owners other than the Declarant.

Section 5. Easement for Operation or Development of Improvements on Additional Land:

There is reserved to the Declarant, and/or its successors, such easements over, across and under the Submitted Land and Additional Land for the purposes of ingress, egress to and construction, installation, maintenance and use of such drainage areas or structures, utility lines or systems (including, but not limited to, water, storm

and sanitary sewer, gas, cable television, electricity and telephone) as may be reasonably necessary for the development of the Condominium or for the development, construction and operation of improvements located or to be located on any portion of the Additional Land which may not be added or added and subsequently withdrawn from the Condominium.

Section 6. Easements for Encroachments:

Declarant and each Unit Owner, to the extent required, shall have an easement pursuant to Section 55-79.60 of the Condominium Act.

Section 7. Easement to Facilitate Expansion:

Declarant shall have as to both the Submitted Land and the Additional Land all easements set forth in Section 55-79.65 of the Condominium Act.

Section 8. Easement for Removal of Common Elements, Etc.:

There is reserved to the Declarant and/or its contractors, agents and employees the right of entry onto the Common Elements of the Condominium for the purposes of performing such improvements, repairs, alterations, restoration or removal of obsolete items in the Units and Common Elements of the Condominium as Declarant may reasonably deem necessary. This reservation shall be construed so as to permit Declarant and/or its agents to remove and/or replace any and all Common Elements requiring repair, modification or alteration. This easement does not allow the Declarant to remove any land or any item in the Units or Common Elements except for repair or replacement.

Section 9. Easement for Construction:

Declarant expressly reserves the right to enter upon the Common Elements for the purpose of performing such improvements as Declarant shall deem advisable in conjunction with its construction of the Units and/or Common Elements. Declarant shall further have the unrestricted right to temporarily store in or upon the Common Elements such building and construction equipment or supplies used in connection with its construction activities for the Units and Common Elements. The right herein reserved shall be deemed to include the right of Declarant to temporarily locate upon the Common Elements such temporary construction trailers or offices as may in Declarant's sole judgment be deemed necessary for its construction activity.

Section 10. Additional Land Ingress and Egress:

The Declarant, for itself and its successors and assigns, and contract purchasers, the family members, guests, invitees, licensees, employees and agents of any of the foregoing, and any person or entity at any time owning or occupying any portion of the Additional Land or any Unit in the Condominium, hereby reserves a perpetual, alienable and non-exclusive easement on, over and through any and all common walkways and pathways, and private roadways or drives at any time a part of the Condominium or the Additional Land for pedestrian and vehicular ingress and egress into and from any and all portions of the Condominium and the Additional Land, whether or not the Condominium is expanded to include any portion of the Additional Land, for any and all lawful purposes. In the exercise of any rights hereunder, there shall be no unreasonable interference with the use of any Unit for residential purposes, or with the Common Elements or the Additional Land for the purposes for which each reasonably is intended. Any person exercising any rights hereunder is and shall be obligated to repair promptly, at such person's own expense, any damage caused by the exercise of such rights and to restore, to the extent practicable, all real and personal property to the condition of such property prior to the exercise of such rights. The provisions of this paragraph automatically shall terminate and be of no further force and effect at such time, if any, the Condominium shall be expanded to include all of the Additional Land.

Section 11. Easement for Use of Common Facilities:

(a) Grant of Easement and Reservation of Right. Each Unit Owner is hereby granted a non-exclusive easement for access to and use of the amenities and grounds, driveways and parking facilities constituting a portion of the Common Elements (other than any Limited Common Elements) of the Condominium ("Common Facilities"). The Declarant hereby reserves the right to grant to each person lawfully residing in a dwelling unit located on any portion of the Additional Land a non-exclusive easement for access to and use of the Common Facilities. This right shall continue until the Declarant has conveyed to Unit Owners other than the Declarant all of the Units which the Declarant has the right to create.

(b) Extent of Easement. Any easement created pursuant to this section shall be subject to the following:

(1) the right of the Declarant prior to the termination of the Declarant Control Period to grant and reserve easements and rights-of-way through, under, over and across the Common Facilities, for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone, television reception and other utilities; and

(2) the right of the Association to adopt rules and regulations governing the use of the Common Facilities.

(c) Delegation of Use. Any person having the right to use the Common Facilities may delegate such right to the members of such person's household, tenants who reside on the Submitted Land and to such other persons as may be permitted by the Association.

(d) Rights to Use. Each person having the right to use the Common Facilities and each person to whom such right has been delegated shall comply with the rules and regulations regarding such use, as such rules and regulations may be established and amended from time to time by the Board of Directors. Such rights to use may be suspended upon failure of a unit owner to pay condominium assessments, whether such unit owner owns a unit in the same or in an adjacent condominium, upon failure to comply with such rules and regulations or upon failure of a tenant (other than in a condominium unit) to pay rent to the landlord of the dwelling unit in which such tenant resides.

(e) Assessments Against Fee Owners and Unit Owners of condominiums. Each Owner of a portion of the Additional Land to whom the Declarant has granted an easement to use the Common Facilities shall pay to the Association an annual assessment levied exclusively for a proportionate share of the costs for the management, operation, repair, replacement and maintenance of the Common Facilities. The assessment levied upon each such owner shall be determined by multiplying the actual expenses for the Common Facilities by a fraction, the numerator of which is the number of dwelling units on the Additional Land and the denominator of which is the total number of dwelling units and Condominium Units on both the Submitted Land and the Additional Land. The assessment shall be adjusted monthly by the Association to reflect any change in the number of such dwelling units or condominium units.

Section 12. Proffers: The development of the Condominium Property is subject to certain Proffers approved by Loudoun County on March 17, 1997, as amended.

Section 13. Kirkpatrick Farms Governing Documents: The Condominium is subject to the following documents for the Kirkpatrick Farms Community Association (the "Kirkpatrick Association"): Articles of Incorporation of the Kirkpatrick Association; the Bylaws of the Kirkpatrick Association; the Declaration of Covenants, Conditions and Restrictions for the Kirkpatrick Association; and the Kirkpatrick Association Design and Maintenance Standard. These documents place various covenants, conditions and restrictions on the Condominium.

Section 14. Affordable Dwelling Units. Forty (40) of the Units which may be included in the Condominium ("ADU's") are subject to a Declaration of Affordable Dwelling Units (the "ADU Declaration") which ADU Declaration shall be recorded among the Land Records of Loudoun County, Virginia. The ADU Declaration establishes certain conditions, limitations and controls with respect to the occupancy and resale of the ADU's, as more fully set forth in the ADU Declaration and in the applicable Loudoun County, Virginia ordinance.

X. **RELOCATION OF BOUNDARIES BETWEEN UNITS:** Subject to the provisions of Article VI, Sections 7 and 8, and Article IX, Section 8 of the Bylaws, Unit Owners may cause the relocation of Condominium boundaries between adjoining Units pursuant to the provisions of Section 55-79.69 of the Condominium Act.

XI. **SUBDIVISION OF UNITS:** Subject to the provisions of Article VI, Sections 8 and 9, and Article IX, Section 8, of the Bylaws, Unit Owners may cause the subdivision of any Unit pursuant to the provisions of Section 55-79.70 of the Condominium Act.

XII. **RIGHT TO LEASE OR SELL UNITS:** Declarant shall own in fee simple each Condominium Unit not sold to a purchaser or otherwise transferred. Declarant retains the right to enter into leases with any third parties for the occupancy of any of the Units owned by Declarant on such terms and conditions as may be acceptable to Declarant.

XIII. **PRIORITY OF MORTGAGES:** Except as specifically provided in the Condominium Instruments, no provision of the Condominium Instruments shall be construed to grant to any Unit Owner, or to any other person, any priority over any right of Mortgagees.

XIV. **NO OBLIGATIONS:** Nothing contained in the Condominium Instruments shall be deemed to impose upon Declarant, or its successors or assigns, any obligation of any nature to build or provide any buildings except to the extent required by the Condominium Act.

XV. **BYLAWS OF THE CONDOMINIUM:** Pursuant to Section 55-79.73A of the Condominium Act, the Bylaws attached as Exhibit "C" to this Declaration, are recorded simultaneously herewith to provide for the self-government of the Condominium by an association of all of the Unit Owners ("The Unit Owners Association").

XVI. **SPECIAL DECLARANT RIGHTS, ETC.:** Special Declarant rights shall be those specified in Section 55-79.41 of the Condominium Act. Any transfer of any

Special Declarant right shall be in accordance with Section 55-79.74:3 of the Condominium Act.

XVII. **AMENDMENT TO DECLARATION:** No material amendment to the Declaration may be made without the prior written approval of the institutional lenders holding first mortgages or first deeds of trust encumbering Condominium Units ("Mortgagees") where such approval is provided for in any section of Article IX of the Bylaws of the Unit Owners Association, or where such approval is required elsewhere in the Condominium Instruments or by Section 55-79.71 of the Condominium Act.

XVIII. **MERGER OF CONDOMINIUM:** The Condominium Instruments may not be amended or merged with a successor condominium without prior written approval of the Veterans Administration, should any Units in the Condominium have mortgages insured by the Veterans Administration. Notwithstanding the foregoing, the approval of the Veterans Administration shall not be required for amendments to the Condominium Instruments which shall expand the condominium pursuant to Article IX of this Declaration.

XIX. **COPIES OF DOCUMENTS:** The Unit Owners Association shall be required to make available to prospective purchasers of Units, current copies of this Declaration, Bylaws, any rules and regulations promulgated by the Unit Owners Association and the most recent audited financial statement.

XX. **SEVERABILITY:** If any provision of the Condominium Instruments is held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable. The Condominium Instruments shall be construed and enforced as if such illegal, invalid or unenforceable provisions had never comprised a part of the Condominium Instruments; and the remaining provisions shall remain in full force and effect and shall not be effected by the illegal, invalid or unenforceable provisions or by its severance.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed in its name this ___ day of _____, 200__.

NVR, INC., t/a RYAN HOMES

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 200_, by _____, _____ of _____, on behalf of said corporation.

Notary Public

My Commission Expires: _____

RATIFICATION AND CONSENT

The undersigned, being the owner of all the property described in Exhibits A and A-1, does hereby consent to the imposition and recordation of the Declaration of The Condominiums at Kirkpatrick Farms and its exhibits against the property described in Exhibit A, in its capacity as the owner of the Submitted Land and the Additional Land, and not as a Declarant.

Two Greens/Kirkpatrick LLC

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 200_, by _____ of _____, on behalf of said limited liability company.

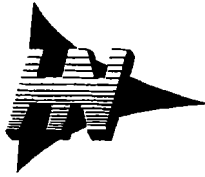
Notary Public

My Commission Expires: _____

EXHIBIT "A"
TO
DECLARATION

DESCRIPTION OF SUBMITTED LAND

Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs



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DIRECTORS

CHAIRMAN OF THE BOARD
CHARLES J. HUNTLEY

PRESIDENT
LESTER O. NYCE P.E.

VICE PRESIDENT
ROBERT L. SPROLES P.E.

LEGAL DESCRIPTION

PHASE 1 ~ THE CONDOMINIUMS AT KIRKPATRICK FARMS

BEING A PORTION OF

SECTION F ~ KIRKPATRICK FARMS

INSTRUMENT 20040901-0093455

DULLES MAGISTERIAL DISTRICT

DULLES ELECTION DISTRICT

LOUDOUN COUNTY, VIRGINIA

BEGINNING at the southeasternmost corner of Section D-1 ~ Kirkpatrick Farms ~ Instrument 20040505-0044227, said corner also being on the western right of way line of Destiny Drive ~ 57' right of way ~ Instrument 20030320-0029479;

THENCE departing Section D-1, and with said western right of way line of Destiny Drive, S 21°08'55" E 137.50 feet to a point;

THENCE departing the western right of way line of Destiny Drive and through Section F the following two (2) courses and distances:

S 68°51'05" W 173.39 feet to a point;

N 21°08'55" W 137.50 feet to a point on the southern line of aforesaid Section F;

THENCE with said southern line of Section F, N 68°51'05" E 173.39 feet to the Point of Beginning and containing 23,841 square feet ~ 0.5473 Acres.

Huntley, Nyce & Associates, Ltd.
7 February 2005

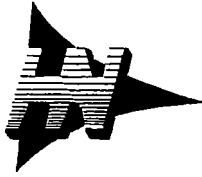
N:4344

Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
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EXHIBIT "A-1"
TO
DECLARATION

DESCRIPTION OF ADDITIONAL LAND

Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
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DIRECTORS

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PRESIDENT
LESTER O. NYCE P.E.

VICE PRESIDENT
ROBERT L. SPROLES P.E.

LEGAL DESCRIPTION

**PHASE 2 ~ THE CONDOMINIUMS AT KIRKPATRICK FARMS
BEING A PORTION OF
SECTION F ~ KIRKPATRICK FARMS
INSTRUMENT 20040901-0093455
DULLES MAGISTERIAL DISTRICT
DULLES ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA**

COMMENCING at the southeasternmost corner of Section D-1 ~ Kirkpatrick Farms ~ Instrument 20040505-0044227, said corner also being on the western right of way line of Destiny Drive ~ 57' right of way ~ Instrument 20030320-0029479;

THENCE departing said western right of way line of Destiny Drive, and with said Section D-1, S 68°51'05" W 173.39 feet to the **POINT OF BEGINNING**;

THENCE departing said Section D-1 and through Section F the following three (3) courses and distances:

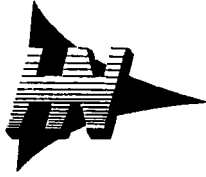
S 21°08'55" E 137.50 feet to a point;

S 68°51'05" W 116.11 feet to a point;

N 21°08'55" W 137.50 feet to a point on aforesaid line of Section D-1;

THENCE with said Section D-1, N 68°51'05" E 116.11 feet to the **POINT OF BEGINNING** and containing 15,965 square feet ~ 0.3665 Acres.

Huntley, Nyce & Associates, Ltd.
4 April 2005



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PRESIDENT
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VICE PRESIDENT
ROBERT L. SPROLES P.E.

**LEGAL DESCRIPTION
PHASE 3 ~ THE CONDOMINIUMS AT KIRKPATRICK FARMS
BEING A PORTION OF
SECTION F ~ KIRKPATRICK FARMS
INSTRUMENT 20040901-0093455
DULLES MAGISTERIAL DISTRICT
DULLES ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA**

COMMENCING at the southeasternmost corner of Section D-1 ~ Kirkpatrick Farms ~ Instrument 20040505-0044227, said corner also being on the western right of way line of Destiny Drive ~ 57' right of way ~ Instrument 20030320-0029479;

THENCE departing said western right of way line of Destiny Drive, and with said Section D-1, S 68°51'05" W 173.39 feet to a point;

THENCE departing said Section D-1 and through Section F, S 21°08'55" E 137.50 feet to the **POINT OF BEGINNING**;

THENCE prolonging the previous course S 21°08'55" E 143.00 feet (for a total length of 280.50 feet) to a point on a northern line of Section G ~ Kirkpatrick Farms ~ Instrument 20040901-0093455;

THENCE with said Section G the following three (3) courses and distances:

S 68°51'05" W 60.26 feet to a corner;

N 21°08'55" W 16.07 feet to a corner;

S 68°51'05" W 37.04 feet to a corner;

THENCE departing said Section G and through Section F the following three (3) courses and distances:

N 64°30'01" W 27.40 feet to a point;

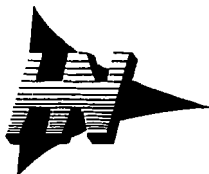
Order: 17393V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
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N 21°08'55" W 107.00 feet to a point;

N 68°51'05" E 116.11 feet to the **POINT OF BEGINNING** and containing
15,519 square feet ~ 0.3563 Acres.

Huntley, Nyce & Associates, Ltd.
4 April 2005

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VICE PRESIDENT
ROBERT L. SPROLES P.E.

LEGAL DESCRIPTION
PHASE 4 ~ THE CONDOMINIUMS AT KIRKPATRICK FARMS
BEING A PORTION OF
SECTION F ~ KIRKPATRICK FARMS
INSTRUMENT 20040901-0093455
DULLES MAGISTERIAL DISTRICT
DULLES ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA

COMMENCING at the southeasternmost corner of Section D-1 ~ Kirkpatrick Farms ~ Instrument 20040505-0044227, said corner also being on the western right of way line of Destiny Drive ~ 57' right of way ~ Instrument 20030320-0029479;

THENCE departing said western right of way line of Destiny Drive, and with said Section D-1, S 68°51'05" W 289.50 feet to the **POINT OF BEGINNING**;

THENCE departing said Section D-1 and through Section F the following three (3) courses and distances:

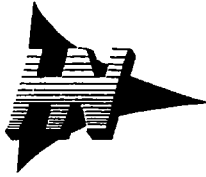
S 21°08'55" E 137.50 feet to a point;

S 68°51'05" W 154.00 feet to a point;

N 21°08'55" W 137.50 feet to a point on aforesaid line of Section D-1;

THENCE with said Section D-1, N 68°51'05" E 154.00 feet to the **POINT OF BEGINNING** and containing 21,175 square feet ~ 0.4861 Acres.

Huntley, Nyce & Associates, Ltd.
4 April 2005



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VICE PRESIDENT
ROBERT L. SPROLES P.E.

LEGAL DESCRIPTION
PHASE 5 ~ THE CONDOMINIUMS AT KIRKPATRICK FARMS
BEING A PORTION OF
SECTION F ~ KIRKPATRICK FARMS
INSTRUMENT 20040901-0093455
DULLES MAGISTERIAL DISTRICT
DULLES ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA

COMMENCING at the southeasternmost corner of Section D-1 ~ Kirkpatrick Farms ~ Instrument 20040505-0044227, said corner also being on the western right of way line of Destiny Drive ~ 57' right of way ~ Instrument 20030320-0029479;

THENCE departing said western right of way line of Destiny Drive, and with said Section D-1, S 68°51'05" W 289.50 feet to a point;

THENCE departing said Section D-1 and through Section F, S 21°08'55" E 137.50 feet to the **POINT OF BEGINNING**:

THENCE continuing through Section F the following four (4) courses and distances:

on a prolongation of the previous course S 21°08'55" E 107.00 feet (for a total length of 244.50 feet) to a point;

S 68°51'05" W 154.00 feet to a point;

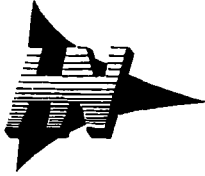
N 21°08'55" W 107.00 feet to a point;

N 68°51'05" E 154.00 feet to the **POINT OF BEGINNING** and containing 16,478 square feet ~ 0.3783 Acres.

Huntley, Nyce & Associates, Ltd.
4 April 2005

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ROBERT L. SPROLES P.E.

**LEGAL DESCRIPTION
PHASE 6 ~ THE CONDOMINIUMS AT KIRKPATRICK FARMS
BEING A PORTION OF
SECTION F ~ KIRKPATRICK FARMS
INSTRUMENT 20040901-0093455
DULLES MAGISTERIAL DISTRICT
DULLES ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA**

COMMENCING at the southeasternmost corner of Section D-1 ~ Kirkpatrick Farms ~ Instrument 20040505-0044227, said corner also being on the western right of way line of Destiny Drive ~ 57' right of way ~ Instrument 20030320-0029479;

THENCE departing said western right of way line of Destiny Drive, and with said Section D-1, S 68°51'05" W 443.50 feet to the **POINT OF BEGINNING**;

THENCE departing said Section D-1 and through Section F the following three (3) courses and distances:

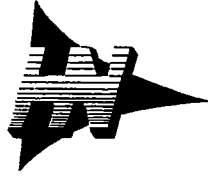
S 21°08'55" E 137.50 feet to a point;

S 68°51'05" W 134.23 feet to a point;

N 21°08'55" W 137.50 feet to a point on aforesaid line of Section D-1;

THENCE with said Section D-1, N 68°51'05" E 134.23 feet to the **POINT OF BEGINNING** and containing 18,456 square feet ~ 0.4237 Acres.

Huntley, Nyce & Associates, Ltd.
4 April 2005



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DIRECTORS

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VICE PRESIDENT
ROBERT L. SPROLES P.E.

**LEGAL DESCRIPTION
PHASE 7 ~ THE CONDOMINIUMS AT KIRKPATRICK FARMS
BEING A PORTION OF
SECTION F ~ KIRKPATRICK FARMS
INSTRUMENT 20040901-0093455
DULLES MAGISTERIAL DISTRICT
DULLES ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA**

COMMENCING at the southeasternmost corner of Section D-1 ~ Kirkpatrick Farms ~ Instrument 20040505-0044227, said corner also being on the western right of way line of Destiny Drive ~ 57' right of way ~ Instrument 20030320-0029479;

THENCE departing said western right of way line of Destiny Drive, and with said Section D-1, S 68°51'05" W 443.50 feet to a point;

THENCE departing said Section D-1 and through Section F, S 21°08'55" E 137.50 feet to the **POINT OF BEGINNING**:

THENCE continuing through Section F the following four (4) courses and distances:

on a prolongation of the previous course S 21°08'55" E 107.00 feet (for a total length of 244.50 feet) to a point;

S 68°51'05" W 142.00 feet to a point;

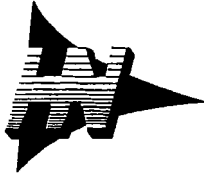
N 21°08'55" W 107.00 feet to a point;

N 68°51'05" E 142.00 feet to the **POINT OF BEGINNING** and containing 15,194 square feet ~ 0.3488 Acres.

Huntley, Nyce & Associates, Ltd.
4 April 2005

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DIRECTORS

CHAIRMAN OF THE BOARD
CHARLES J. HUNTLEY

PRESIDENT
LESTER O. NYCE P.E.

VICE PRESIDENT
ROBERT L. SPROLES P.E.

**LEGAL DESCRIPTION
PHASE 8 ~ THE CONDOMINIUMS AT KIRKPATRICK FARMS
BEING A PORTION OF
SECTION F ~ KIRKPATRICK FARMS
INSTRUMENT 20040901-0093455
DULLES MAGISTERIAL DISTRICT
DULLES ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA**

COMMENCING at the southeasternmost corner of Section D-1 ~ Kirkpatrick Farms ~ Instrument 20040505-0044227, said corner also being on the western right of way line of Destiny Drive ~ 57' right of way ~ Instrument 20030320-0029479;

THENCE departing said western right of way line of Destiny Drive, and with said Section D-1, S 68°51'05" W 577.73 feet to the **POINT OF BEGINNING**;

THENCE departing said Section D-1 and through Section F the following three (3) courses and distances:

S 21°08'55" E 137.50 feet to a point;

S 68°51'05" W 108.51 feet to a point;

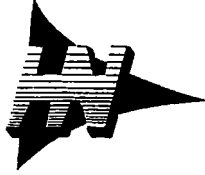
N 21°08'55" W 137.50 feet to a point on aforesaid line of Section D-1;

THENCE with said Section D-1, N 68°51'05" E 108.51 feet to the **POINT OF BEGINNING** and containing 14,920 square feet ~ 0.3425 Acres.

Huntley, Nyce & Associates, Ltd.
4 April 2005

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VICE PRESIDENT
ROBERT L. SPROLES P.E.

**LEGAL DESCRIPTION
PHASE 9 ~ THE CONDOMINIUMS AT KIRKPATRICK FARMS
BEING A PORTION OF
SECTION F ~ KIRKPATRICK FARMS
INSTRUMENT 20040901-0093455
DULLES MAGISTERIAL DISTRICT
DULLES ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA**

COMMENCING at the southeasternmost corner of Section D-1 ~ Kirkpatrick Farms ~ Instrument 20040505-0044227, said corner also being on the western right of way line of Destiny Drive ~ 57' right of way ~ Instrument 20030320-0029479;

THENCE departing said western right of way line of Destiny Drive, and with said Section D-1, S 68°51'05" W 577.73 feet to a point

THENCE departing said Section D-1 and through Section F the following two (2) courses and distances:

S 21°08'55" E 137.50 feet to a point;

S 68°51'05" W 7.77 feet to the **POINT OF BEGINNING**;

THENCE continuing through Section F the following six (6) courses and distances:

S 21°08'55" E 107.00 feet to a point;

S 68°51'05" W 86.91 feet to a point;

S 31°42'30" W 41.96 feet to a point;

N 58°17'30" W 131.51 feet to a point;

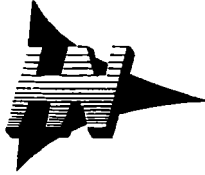
N 31°42'30" E 45.55 feet to a point;

N 68°51'05" E 163.46 feet to the **POINT OF BEGINNING** and containing 19,149 square feet ~ 0.4396 Acres.

Huntley, Nyce & Associates, Ltd.
4 April 2005

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LEGAL DESCRIPTION

**PHASE 10 ~ THE CONDOMINIUMS AT KIRKPATRICK FARMS
BEING A PORTION OF
SECTION F ~ KIRKPATRICK FARMS
INSTRUMENT 20040901-0093455
DULLES MAGISTERIAL DISTRICT
DULLES ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA**

COMMENCING at the southeasternmost corner of Section D-1 ~ Kirkpatrick Farms ~ Instrument 20040505-0044227, said corner also being on the western right of way line of Destiny Drive ~ 57' right of way ~ Instrument 20030320-0029479;

THENCE departing said western right of way line of Destiny Drive, and with said Section D-1, S 68°51'05" W 686.24 feet to the **POINT OF BEGINNING**;

THENCE departing said Section D-1 and through Section F the following four (4) courses and distances:

S 21°08'55" E 137.50 feet to a point;

S 68°51'05" W 62.72 feet to a point;

S 31°42'30" W 45.55 feet to a point;

N 58°17'30" W 350.80 feet to a point on a eastern line of Section E ~ Kirkpatrick Farms ~ Instrument 2005????-????????;

THENCE with said Section E; N 11°46'02" E 28.95 feet to a southwestern corner of aforesaid Section D-1;

THENCE with said Section D-1 the following two (2) courses and distances:

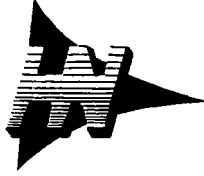
S 78°13'58" E 255.67 feet to a corner;

N 68°51'05" E 80.48 feet to the **POINT OF BEGINNING** and containing 36,355 square feet ~ 0.8346 Acres.

Huntley, Nyce & Associates, Ltd.
4 April 2005

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**LEGAL DESCRIPTION
PHASE 11 ~ THE CONDOMINIUMS AT KIRKPATRICK FARMS
BEING A PORTION OF
SECTION F ~ KIRKPATRICK FARMS
INSTRUMENT 20040901-0093455
DULLES MAGISTERIAL DISTRICT
DULLES ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA**

COMMENCING at the southeasternmost corner of Section D-1 ~ Kirkpatrick Farms ~ Instrument 20040505-0044227, said corner also being on the western right of way line of Destiny Drive ~ 57' right of way ~ Instrument 20030320-0029479;

THENCE departing said Section D-1 and with said western right of way line of Destiny Drive, S 21°08'55" E 280.50 feet to a corner of Section G ~ Kirkpatrick Farms ~ Instrument 20040901-0093455;

THENCE departing said western right of way line of Destiny Drive and with said Section G the following three (3) courses and distances:

S 68°51'05" W 233.65 feet to a corner;

N 21°08'55" W 16.07 feet to a corner;

S 68°51'05" W 37.04 feet to the **POINT OF BEGINNING**;

THENCE continuing with Section G the following five (5) courses and distances:

S 21°08'55" E 16.02 feet to a corner;

S 58°17'30" E 25.79 feet to a corner;

S 13°12'03" E 44.92 feet to a corner;

S 31°42'30" W 97.05 feet to a corner;

S 71°00'55" W 10.15 feet to a corner;

THENCE departing said Section G, and through Section F the following four (4) courses and distances:

N 58°11'48" W 157.13 feet to a point;

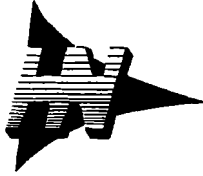
N 21°08'55" W 33.81 feet to a point;

N 68°51'05" E 154.00 feet to a point;

S 64°30'01" E 27.40 feet to the **POINT OF BEGINNING** and containing 20,415 square feet ~ 0.4687 Acres.

Huntley, Nyce & Associates, Ltd.
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LEGAL DESCRIPTION

**PHASE 12 ~ THE CONDOMINIUMS AT KIRKPATRICK FARMS
BEING A PORTION OF
SECTION F ~ KIRKPATRICK FARMS
INSTRUMENT 20040901-0093455
DULLES MAGISTERIAL DISTRICT
DULLES ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA**

COMMENCING at the southeasternmost corner of Section D-1 ~ Kirkpatrick Farms ~ Instrument 20040505-0044227, said corner also being on the western right of way line of Destiny Drive ~ 57' right of way ~ Instrument 20030320-0029479;

THENCE departing said Section D-1 and with said western right of way line of Destiny Drive, S 21°08'55" E 280.50 feet to a corner of Section G ~ Kirkpatrick Farms ~ Instrument 20040901-0093455;

THENCE departing said western right of way line of Destiny Drive and with said Section G the following eight (8) courses and distances:

S 68°51'05" W 233.65 feet to a corner;

N 21°08'55" W 16.07 feet to a corner;

S 68°51'05" W 37.04 feet to a corner;

S 21°08'55" E 16.02 feet to a corner;

S 58°17'30" E 25.79 feet to a corner;

S 13°12'03" E 44.92 feet to a corner;

S 31°42'30" W 97.05 feet to a corner;

S 71°00'55" W 10.15 feet to the **POINT OF BEGINNING**;

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THENCE continuing with Section G the following three (3) courses and distances:

on a prolongation of the previous course S 71°00'55" W 57.00 feet (for a total length of 67.15 feet) to a corner;

S 31°42'30" W 32.78 feet to a corner;

S 00°51'03" E 26.65 feet to a corner;

THENCE departing said Section G, and through Section F the following five (5) courses and distances:

N 58°25'29" W 238.31 feet to a point;

N 21°08'55" W 12.22 feet to a point;

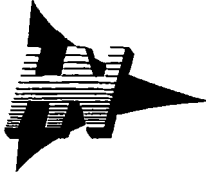
N 68°51'05" E 142.00 feet to a point;

S 21°08'55" E 33.81 feet to a point;

S 58°11'48" E 157.13 feet to the **POINT OF BEGINNING** and containing 21,433 square feet ~ 0.4920 Acres.

Huntley, Nyce & Associates, Ltd.
4 April 2005

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LEGAL DESCRIPTION

**PHASE 13 ~ THE CONDOMINIUMS AT KIRKPATRICK FARMS
BEING A PORTION OF
SECTION F ~ KIRKPATRICK FARMS
INSTRUMENT 20040901-0093455
DULLES MAGISTERIAL DISTRICT
DULLES ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA**

COMMENCING at the southeasternmost corner of Section D-1 ~ Kirkpatrick Farms ~ Instrument 20040505-0044227, said corner also being on the western right of way line of Destiny Drive ~ 57' right of way ~ Instrument 20030320-0029479;

THENCE departing said Section D-1 and with said western right of way line of Destiny Drive, S 21°08'55" E 280.50 feet to a corner of Section G ~ Kirkpatrick Farms ~ Instrument 20040901-0093455;

THENCE departing said western right of way line of Destiny Drive and with said Section G the following ten (10) courses and distances:

S 68°51'05" W 233.65 feet to a corner;

N 21°08'55" W 16.07 feet to a corner;

S 68°51'05" W 37.04 feet to a corner;

S 21°08'55" E 16.02 feet to a corner;

S 58°17'30" E 25.79 feet to a corner;

S 13°12'03" E 44.92 feet to a corner;

S 31°42'30" W 97.05 feet to a corner;

S 71°00'55" W 67.15 feet to a corner;

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S 31°42'30" W 32.78 feet to a corner;

S 00°51'03" E 26.65 feet to a corner;

THENCE departing Section G, and through Section F, N 58°25'29" W 140.50 feet to the **POINT OF BEGINNING**;

THENCE continuing through Section F the following six (6) courses and distances:

S 31°34'31" W 104.09' feet to a point;

N 58°17'30" W 160.27 feet to a point;

N 31°42'30" E 41.96 feet to a point;

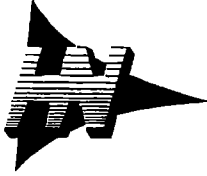
N 68°51'05" E 86.91 feet to a point;

S 21°08'55" E 12.22 feet to a point;

S 58°25'29" E 97.81 feet to the **POINT OF BEGINNING** and containing 15,249 square feet ~ 0.3501 Acres.

Huntley, Nyce & Associates, Ltd.
4 April 2005

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**LEGAL DESCRIPTION
PHASE 14 ~ THE CONDOMINIUMS AT KIRKPATRICK FARMS
BEING A PORTION OF
SECTION F ~ KIRKPATRICK FARMS
INSTRUMENT 20040901-0093455
DULLES MAGISTERIAL DISTRICT
DULLES ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA**

COMMENCING at the southeasternmost corner of Section D-1 ~ Kirkpatrick Farms ~ Instrument 20040505-0044227, said corner also being on the western right of way line of Destiny Drive ~ 57' right of way ~ Instrument 20030320-0029479;

THENCE departing said Section D-1 and with said western right of way line of Destiny Drive, S 21°08'55" E 280.50 feet to a corner of Section G ~ Kirkpatrick Farms ~ Instrument 20040901-0093455;

THENCE departing said western right of way line of Destiny Drive and with said Section G the following ten (10) courses and distances:

S 68°51'05" W 233.65 feet to a corner;

N 21°08'55" W 16.07 feet to a corner;

S 68°51'05" W 37.04 feet to a corner;

S 21°08'55" E 16.02 feet to a corner;

S 58°17'30" E 25.79 feet to a corner;

S 13°12'03" E 44.92 feet to a corner;

S 31°42'30" W 97.05 feet to a corner;

S 71°00'55" W 67.15 feet to a corner;

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S 31°42'30" W 32.78 feet to a corner;

S 00°51'03" E 26.65 feet to the **POINT OF BEGINNING**;

THENCE continuing with Section G the following three (3) courses and distances:

on a prolongation of the previous course S 00°51'03" E 10.63 feet (for a total length of 37.28 feet) to a corner;

S 31°42'30" W 80.09 feet to a corner;

S 64°16'02" W 18.23 feet to a corner;

THENCE departing said Section G, and through Section F the following three (3) courses and distances:

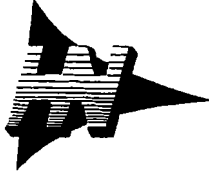
N 58°17'30" W 136.17 feet to a point;

N 31°34'31" E 104.09 feet to a point;

S 58°25'29" E 140.50 feet to the **POINT OF BEGINNING** and containing 15,131 square feet ~ 0.3474 Acres.

Huntley, Nyce & Associates, Ltd.
4 April 2005

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**LEGAL DESCRIPTION
PHASE 15 ~ THE CONDOMINIUMS AT KIRKPATRICK FARMS
BEING A PORTION OF
SECTION F ~ KIRKPATRICK FARMS
INSTRUMENT 20040901-0093455
DULLES MAGISTERIAL DISTRICT
DULLES ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA**

COMMENCING at the southeasternmost corner of Section D-1 ~ Kirkpatrick Farms ~ Instrument 20040505-0044227, said corner also being on the western right of way line of Destiny Drive ~ 57' right of way ~ Instrument 20030320-0029479;

THENCE departing said Section D-1 and with said western right of way line of Destiny Drive, S 21°08'55" E 280.50 feet to a corner of Section G ~ Kirkpatrick Farms ~ Instrument 20040901-0093455;

THENCE departing said western right of way line of Destiny Drive and with said Section G the following twelve (12) courses and distances:

S 68°51'05" W 233.65 feet to a corner;

N 21°08'55" W 16.07 feet to a corner;

S 68°51'05" W 37.04 feet to a corner;

S 21°08'55" E 16.02 feet to a corner;

S 58°17'30" E 25.79 feet to a corner;

S 13°12'03" E 44.92 feet to a corner;

S 31°42'30" W 97.05 feet to a corner;

S 71°00'55" W 67.15 feet to a corner;

S 31°42'30" W 32.78 feet to a corner;

S 00°51'03" E 37.28 feet to a corner;

S 31°42'30" W 80.09 feet to a corner;

S 64°16'02" W 18.23 feet to the **POINT OF BEGINNING**;

THENCE continuing with Section G the following four (4) courses and distances:

on a prolongation of the previous course S 64°16'02" W 26.04 feet (for a total length of 44.27 feet) to a corner;

S 31°42'30" W 87.55 feet to a corner;

S 64°16'02" W 41.10 feet to a corner;

N 58°17'30" W 144.86 feet to a corner;

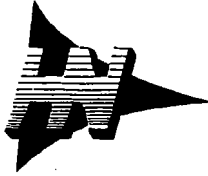
THENCE departing said Section G, and through Section F the following two (2) courses and distances:

N 31°42'30" E 144.14 feet to a point;

S 58°17'30" E 181.00 feet to the **POINT OF BEGINNING** and containing 23,841 square feet ~ 0.5473 Acres.

Huntley, Nyce & Associates, Ltd.
4 April 2005

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LEGAL DESCRIPTION
PHASE 16 ~ THE CONDOMINIUMS AT KIRKPATRICK FARMS
BEING A PORTION OF
SECTION F ~ KIRKPATRICK FARMS
INSTRUMENT 20040901-0093455
DULLES MAGISTERIAL DISTRICT
DULLES ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA

COMMENCING at the southeasternmost corner of Section D-1 ~ Kirkpatrick Farms ~ Instrument 20040505-0044227, said corner also being on the western right of way line of Destiny Drive ~ 57' right of way ~ Instrument 20030320-0029479;

THENCE departing said Section D-1 and with said western right of way line of Destiny Drive, S 21°08'55" E 280.50 feet to a corner of Section G ~ Kirkpatrick Farms ~ Instrument 20040901-0093455;

THENCE departing said western right of way line of Destiny Drive and with said Section G the following fifteen (15) courses and distances:

S 68°51'05" W 233.65 feet to a corner;

N 21°08'55" W 16.07 feet to a corner;

S 68°51'05" W 37.04 feet to a corner;

S 21°08'55" E 16.02 feet to a corner;

S 58°17'30" E 25.79 feet to a corner;

S 13°12'03" E 44.92 feet to a corner;

S 31°42'30" W 97.05 feet to a corner;

S 71°00'55" W 67.15 feet to a corner;

S 31°42'30" W 32.78 feet to a corner;

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S 00°51'03" E 37.28 feet to a corner;

S 31°42'30" W 80.09 feet to a corner;

S 64°16'02" W 44.27 feet to a corner;

S 31°42'30" W 87.55 feet to a corner;

S 64°16'02" W 41.10 feet to a corner;

N 58°17'30" W 144.86 feet to the **POINT OF BEGINNING**;

THENCE continuing with Section G on a prolongation of the previous course, N 58°17'30" W 115.44 feet (for a total length of 260.30 feet) to a point;

THENCE departing said Section G, and through Section F the following three (3) courses and distances:

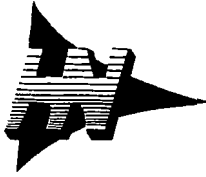
N 31°42'30" E 144.14 feet to a point;

S 58°17'30" E 115.44 feet to a point;

S 31°42'30" W 144.14 feet to the **POINT OF BEGINNING** and containing 16,640 square feet ~ 0.3820 Acres.

Huntley, Nyce & Associates, Ltd.
4 April 2005

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**LEGAL DESCRIPTION
PHASE 17 ~ THE CONDOMINIUMS AT KIRKPATRICK FARMS
BEING A PORTION OF
SECTION F ~ KIRKPATRICK FARMS
INSTRUMENT 20040901-0093455
DULLES MAGISTERIAL DISTRICT
DULLES ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA**

COMMENCING at the southeasternmost corner of Section D-1 ~ Kirkpatrick Farms ~ Instrument 20040505-0044227, said corner also being on the western right of way line of Destiny Drive ~ 57' right of way ~ Instrument 20030320-0029479;

THENCE departing said Section D-1 and with said western right of way line of Destiny Drive, S 21°08'55" E 280.50 feet to a corner of Section G ~ Kirkpatrick Farms ~ Instrument 20040901-0093455;

THENCE departing said western right of way line of Destiny Drive and with said Section G the following fifteen (15) courses and distances:

S 68°51'05" W 233.65 feet to a corner;

N 21°08'55" W 16.07 feet to a corner;

S 68°51'05" W 37.04 feet to a corner;

S 21°08'55" E 16.02 feet to a corner;

S 58°17'30" E 25.79 feet to a corner;

S 13°12'03" E 44.92 feet to a corner;

S 31°42'30" W 97.05 feet to a corner;

S 71°00'55" W 67.15 feet to a corner;

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S 31°42'30" W 32.78 feet to a corner;

S 00°51'03" E 37.28 feet to a corner;

S 31°42'30" W 80.09 feet to a corner;

S 64°16'02" W 44.27 feet to a corner;

S 31°42'30" W 87.55 feet to a corner;

S 64°16'02" W 41.10 feet to a corner;

N 58°17'30" W 260.30 feet to the **POINT OF BEGINNING**;

THENCE continuing with Section G the following two (2) courses and distances:

on a prolongation of the previous course N 58°17'30" W 44.90 feet (for a total length of 305.20 feet) to a corner;

S 31°42'30" W 22.77 feet to a corner on the northern right of way line of Braddock Road ~ Variable Width Right of Way ~ Instrument 2005????-??????;

THENCE departing said Section G, and with said northern right of way line of Braddock Road, N 58°17'30" W 86.61 feet to a point;

THENCE departing said northern right of way line and through Section F the following three (3) courses and distances:

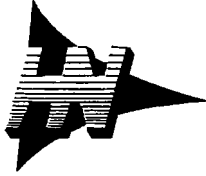
N 31°42'30" E 166.91 feet to a point;

S 58°17'30" E 131.51 feet to a point;

S 31°42'30" W 144.14 feet to the **POINT OF BEGINNING** and containing 20,928 square feet ~ 0.4804 Acres.

Huntley, Nyce & Associates, Ltd.
4 April 2005

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**LEGAL DESCRIPTION
PHASE 18 ~ THE CONDOMINIUMS AT KIRKPATRICK FARMS
BEING A PORTION OF
SECTION F ~ KIRKPATRICK FARMS
INSTRUMENT 20040901-0093455
DULLES MAGISTERIAL DISTRICT
DULLES ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA**

COMMENCING at the southeasternmost corner of Section D-1 ~ Kirkpatrick Farms ~ Instrument 20040505-0044227, said corner also being on the western right of way line of Destiny Drive ~ 57' right of way ~ Instrument 20030320-0029479;

THENCE departing said Section D-1 and with said western right of way line of Destiny Drive, S 21°08'55" E 280.50 feet to a corner of Section G ~ Kirkpatrick Farms ~ Instrument 20040901-0093455;

THENCE departing said western right of way line of Destiny Drive and with said Section G the following sixteen (16) courses and distances:

S 68°51'05" W 233.65 feet to a corner;

N 21°08'55" W 16.07 feet to a corner;

S 68°51'05" W 37.04 feet to a corner;

S 21°08'55" E 16.02 feet to a corner;

S 58°17'30" E 25.79 feet to a corner;

S 13°12'03" E 44.92 feet to a corner;

S 31°42'30" W 97.05 feet to a corner;

S 71°00'55" W 67.15 feet to a corner;

Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

S 31°42'30" W 32.78 feet to a corner;

S 00°51'03" E 37.28 feet to a corner;

S 31°42'30" W 80.09 feet to a corner;

S 64°16'02" W 44.27 feet to a corner;

S 31°42'30" W 87.55 feet to a corner;

S 64°16'02" W 41.10 feet to a corner;

N 58°17'30" W 305.20 feet to a corner;

S 31°42'30" W 22.77 feet to a corner on the northern right of way line of Braddock Road ~ Variable Width Right of Way ~ Instrument 2005????-??????;

THENCE departing said Section G, and with said northern right of way line of Braddock Road, N 58°17'30" W 86.61 feet to the **POINT OF BEGINNING**;

THENCE continuing with said northern right of way and on a prolongation of the previous course, N 58°17'30" W 126.00 feet (for a total length of 212.61 feet) to a point;

THENCE departing said northern right of way line and through Section F the following three (3) courses and distances:

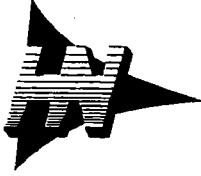
N 31°42'30" E 166.91 feet to a point;

S 58°17'30" E 126.00 feet to a point;

S 31°42'30" W 166.91 feet to the **POINT OF BEGINNING** and containing 21,031 square feet ~ 0.4827 Acres.

Huntley, Nyce & Associates, Ltd.
4 April 2005

n:\4344



HUNTLEY, NYCE & ASSOCIATES, LTD.

SURVEYING - CIVIL ENGINEERING - LAND PLANNING

751 MILLER DRIVE, S.E. • SUITE F-2 • LEESBURG, VIRGINIA 20175

(703) 779-4905 • FAX (703) 779-2490

DIRECTORS

CHAIRMAN OF THE BOARD
CHARLES J. HUNTLEY

PRESIDENT
LESTER O. NYCE P.E.

VICE PRESIDENT
ROBERT L. SPROLES P.E.

**LEGAL DESCRIPTION
PHASE 19 ~ THE CONDOMINIUMS AT KIRKPATRICK FARMS
BEING A PORTION OF
SECTION F ~ KIRKPATRICK FARMS
INSTRUMENT 20040901-0093455
DULLES MAGISTERIAL DISTRICT
DULLES ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA**

COMMENCING at the southeasternmost corner of Section D-1 ~ Kirkpatrick Farms ~ Instrument 20040505-0044227, said corner also being on the western right of way line of Destiny Drive ~ 57' right of way ~ Instrument 20030320-0029479;

THENCE departing said Section D-1 and with said western right of way line of Destiny Drive, S 21°08'55" E 280.50 feet to a corner of Section G ~ Kirkpatrick Farms ~ Instrument 20040901-0093455;

THENCE departing said western right of way line of Destiny Drive and with said Section G the following sixteen (16) courses and distances:

S 68°51'05" W 233.65 feet to a corner;

N 21°08'55" W 16.07 feet to a corner;

S 68°51'05" W 37.04 feet to a corner;

S 21°08'55" E 16.02 feet to a corner;

S 58°17'30" E 25.79 feet to a corner;

S 13°12'03" E 44.92 feet to a corner;

S 31°42'30" W 97.05 feet to a corner;

S 71°00'55" W 67.15 feet to a corner;

Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
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S 31°42'30" W 32.78 feet to a corner;

S 00°51'03" E 37.28 feet to a corner;

S 31°42'30" W 80.09 feet to a corner;

S 64°16'02" W 44.27 feet to a corner;

S 31°42'30" W 87.55 feet to a corner;

S 64°16'02" W 41.10 feet to a corner;

N 58°17'30" W 305.20 feet to a corner;

S 31°42'30" W 22.77 feet to a corner on the northern right of way line of Braddock Road
~ Variable Width Right of Way ~ Instrument 2005????-???????

THENCE departing said Section G, and with said northern right of way line of Braddock Road, N 58°17'30" W 212.61 feet to the **POINT OF BEGINNING**;

THENCE continuing with said northern right of way and on a prolongation of the previous course, N 58°17'30" W 164.24 feet (for a total length of 376.85 feet) to a corner of Section E ~ Kirkpatrick Farms ~ Instrument 2005????-???????

THENCE departing said northern right of way line and with Section E, N 11°46'02" E 177.55 feet to a point;

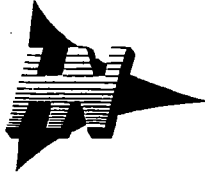
THENCE departing said Section E and through Section F the following two (2) courses and distances:

S 58°17'30" E 224.80 feet to a point;

S 31°42'30 W 166.91 feet to the **POINT OF BEGINNING** and containing 32,467 square feet ~ 0.7453 Acres.

Huntley, Nyce & Associates, Ltd.
4 April 2005

n:\4344



HUNTLEY, NYCE & ASSOCIATES, LTD.

SURVEYING - CIVIL ENGINEERING - LAND PLANNING

751 MILLER DRIVE, S.E. • SUITE F-2 • LEESBURG, VIRGINIA 20175

(703) 779-4905 • FAX (703) 779-2490

DIRECTORS

CHAIRMAN OF THE BOARD
CHARLES J. HUNTLEY

PRESIDENT
LESTER O. NYCE P.E.

VICE PRESIDENT
ROBERT L. SPROLES P.E.

LEGAL DESCRIPTION
PHASE 20 ~ THE CONDOMINIUMS AT KIRKPATRICK FARMS
BEING A PORTION OF
SECTION F ~ KIRKPATRICK FARMS
INSTRUMENT 20040901-0093455
DULLES MAGISTERIAL DISTRICT
DULLES ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA

COMMENCING at the southeasternmost corner of Section D-1 ~ Kirkpatrick Farms ~ Instrument 20040505-0044227, said corner also being on the western right of way line of Destiny Drive ~ 57' right of way ~ Instrument 20030320-0029479;

THENCE departing said Section D-1 and with said western right of way line of Destiny Drive, S 21°08'55" E 137.50 feet to the **POINT OF BEGINNING**;

THENCE continuing with the western right of way line of Destiny Drive on a prolongation of the previous course S 21°08'55" E 143.00 feet (for a total length of 280.50 feet) to a corner of Section G ~ Kirkpatrick Farms ~ Instrument 20040901-0093455;

THENCE departing said western right of way line of Destiny Drive and with said Section G, S 68°51'05" W 173.39 feet to a point;

THENCE departing said Section G and through Section F the following two (2) courses and distances:

N 21°08'55" W 143.00 feet to a point;

N 68°51'05" E 173.39 feet to the **POINT OF BEGINNING** and containing 24,794 square feet ~ 0.5692 Acres.

Huntley, Nyce & Associates, Ltd.
4 April 2005

n:\4344

Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
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EXHIBIT "B"
TO
DECLARATION

COMMON ELEMENT INTEREST SCHEDULE

Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
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Exhibit B
Common Element Interest Schedule

Phase	Unit	Type	Par Value	Common Element Interest
1	0001A	B	1650	5/52
1	0001B	T	2640	2/13
1	0001C	B	1650	5/52
1	0001D	T	2640	2/13
1	0001E	B	1650	5/52
1	0001F	T	2640	2/13
1	0001G	B	1650	5/52
1	0001H	T	2640	2/13
Total:			17160	1

EXHIBIT "C"
TO
DECLARATION

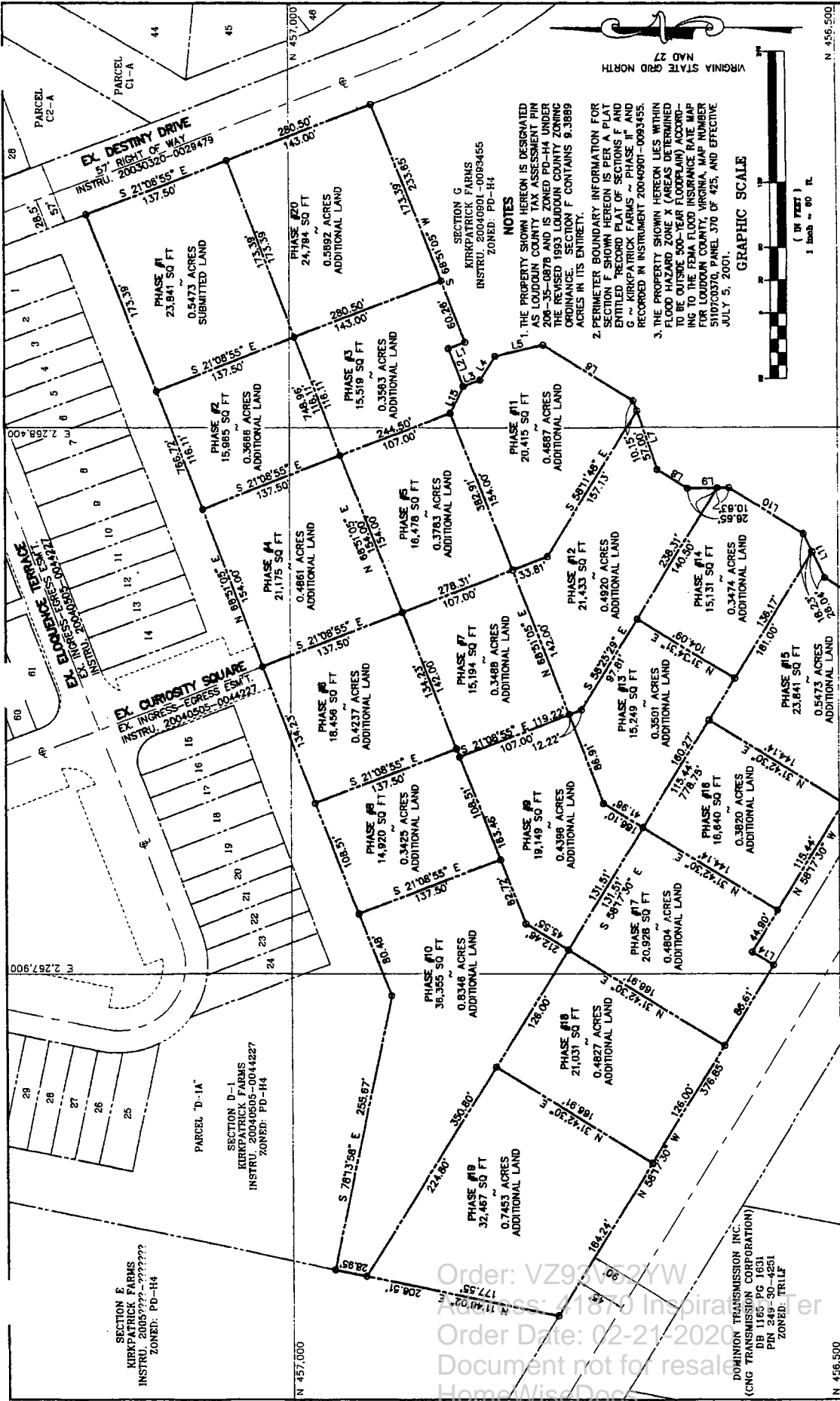
BYLAWS

(See Appendix II to Public Offering Statement")

EXHIBIT "D"
TO
DECLARATION

PLAT

Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

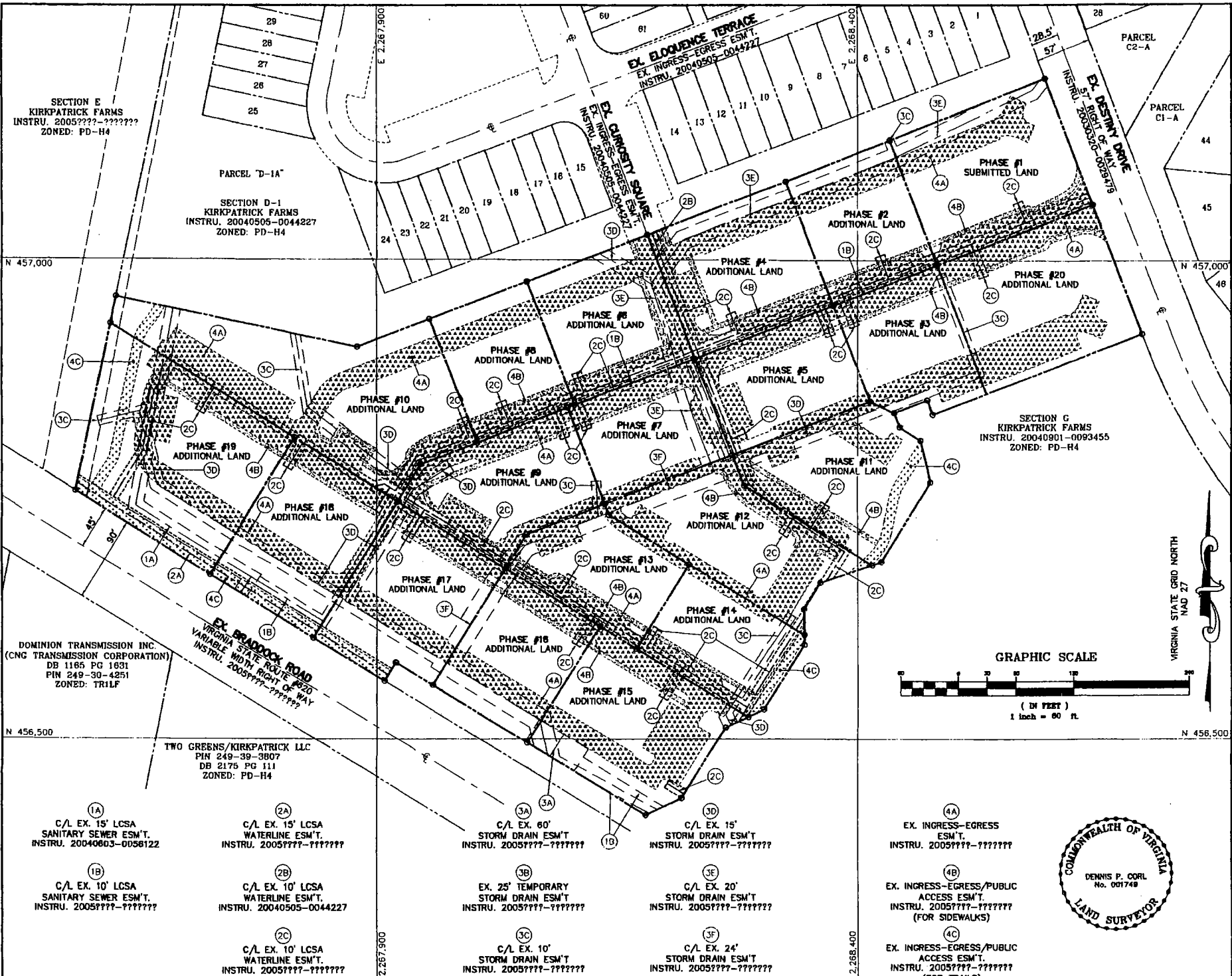


SURVEYOR'S CERTIFICATE
 I, DENNIS P. CORLI, A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THE CONDOMINIUM PLAN, "THE CONDOMINIUM AT KIRKPATRICK FARMS," IS ACCURATE (WITHIN NORMAL TOLERANCE) AND COMPLIES WITH SECTION 55-79.58A OF THE VIRGINIA CONDOMINIUM ACT AND THAT THE BUILDINGS AND PHYSICAL IMPROVEMENTS SHOWN HEREON FOR THE SUBMITTED LAND, PHASE 1, ARE SUBSTANTIALLY COMPLETE.
 GIVEN THIS _____ DAY OF _____, 2005.
 DENNIS P. CORLI
 No. 001748
 LAND SURVEYOR
 COMMONWEALTH OF VIRGINIA

DENNIS P. CORLI
 L.S.#001749
 ** THE CERTIFICATION SHOWN HEREON IS FOR SHEETS 1 THROUGH 3 OF 3

LINE TABLE

LINE	BEARING	LENGTH
L1	N 21°08'55" E	16.07'
L2	S 68°51'05" E	37.04'
L3	S 21°08'55" E	16.02'
L4	S 98°17'30" E	25.79'
L5	S 13°12'03" E	44.92'
L6	S 31°42'30" E	37.05'
L7	S 71°00'58" E	62.15'
L8	S 31°42'30" E	32.78'
L9	S 00°51'03" E	37.28'
L10	S 31°42'30" E	60.09'
L11	S 64°16'02" E	44.27'
L12	S 31°42'30" E	87.55'
L13	S 64°16'02" E	41.10'
L14	S 31°42'30" E	82.77'
L15	S 64°30'01" E	27.40'



SECTION E
KIRKPATRICK FARMS
INSTRU. 2005????-??????
ZONED: PD-H4

PARCEL "D-1A"
SECTION D-1
KIRKPATRICK FARMS
INSTRU. 20040505-0044227
ZONED: PD-H4

SECTION G
KIRKPATRICK FARMS
INSTRU. 20040801-0093455
ZONED: PD-H4

DOMINION TRANSMISSION INC.
(CNG TRANSMISSION CORPORATION)
DB 1185 PG 1631
PIN 249-30-4251
ZONED: TR1F

TWO GREENS/KIRKPATRICK LLC
PIN 249-30-3807
DB 2175 PG 111
ZONED: PD-H4

(1A)
C/L EX. 15' LCSA
SANITARY SEWER ESM'T.
INSTRU. 20040803-0056122

(1B)
C/L EX. 10' LCSA
SANITARY SEWER ESM'T.
INSTRU. 2005????-??????

(2A)
C/L EX. 15' LCSA
WATERLINE ESM'T.
INSTRU. 2005????-??????

(2B)
C/L EX. 10' LCSA
WATERLINE ESM'T.
INSTRU. 20040505-0044227

(2C)
C/L EX. 10' LCSA
WATERLINE ESM'T.
INSTRU. 2005????-??????

(3A)
C/L EX. 60'
STORM DRAIN ESM'T
INSTRU. 2005????-??????

(3B)
EX. 25' TEMPORARY
STORM DRAIN ESM'T
INSTRU. 2005????-??????

(3C)
C/L EX. 10'
STORM DRAIN ESM'T
INSTRU. 2005????-??????

(3D)
C/L EX. 15'
STORM DRAIN ESM'T
INSTRU. 2005????-??????

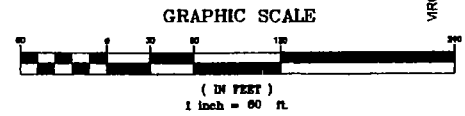
(3E)
C/L EX. 20'
STORM DRAIN ESM'T
INSTRU. 2005????-??????

(3F)
C/L EX. 24'
STORM DRAIN ESM'T
INSTRU. 2005????-??????

(4A)
EX. INGRESS-EGRESS
ESM'T.
INSTRU. 2005????-??????

(4B)
EX. INGRESS-EGRESS/PUBLIC
ACCESS ESM'T.
INSTRU. 2005????-??????
(FOR SIDEWALKS)

(4C)
EX. INGRESS-EGRESS/PUBLIC
ACCESS ESM'T.
INSTRU. 2005????-??????
(FOR TRAILS)



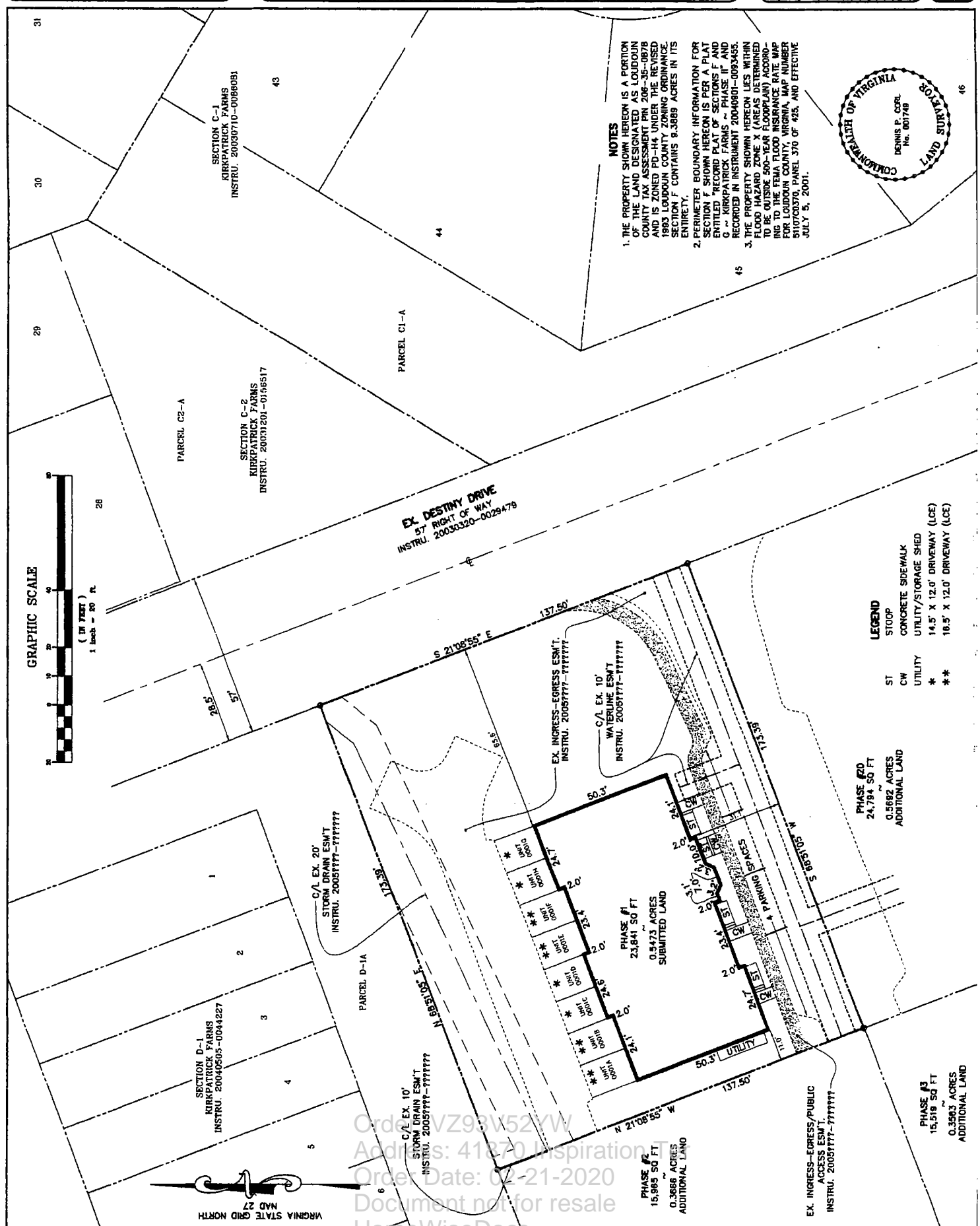
Huntley, Nyce & Associates, Ltd.
SURVEYING - CIVIL ENGINEERING - LAND PLANNING
180 N. HAZEL HURST, S.W.
SUITE 100 - GAITHERSBURG, MD 20878
TEL: 301-771-1000
FAX: 301-771-1001
REGISTERED IN: MD
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EXHIBIT "D" CONDOMINIUM PLAN
SHOWING
SUBMITTED LAND, ADDITIONAL LAND, EXISTING IMPROVEMENTS
AND EXISTING EASEMENTS
"THE CONDOMINIUMS AT KIRKPATRICK FARMS"
PHASE 1
DULLES MAGISTERIAL DISTRICT - DULLES ELECTION DISTRICT - LOUDOUN COUNTY, VIRGINIA

SCALE:
1"=80'
DATE:
DECEMBER 21, 2006
REVISIONS:

SHEET
1 OF 3
FILE NO.
4344-CDDDD(PH)

EXHIBIT "D" CONDOMINIUM PLAT
 SHOMING
 SUBMITTED LAND, ADDITIONAL LAND, EXISTING IMPROVEMENTS
 AND EXISTING EASEMENTS
 "THE CONDOMINIUMS AT KIRKPATRICK FARMS"
 PHASE 1
 DULLES MASTERIAL DISTRICT ~ DULLES ELECTION DISTRICT ~ LOUDOUN COUNTY, VIRGINIA



Order: VZ93W52VW
 Address: 41870 Inspiration T
 Order Date: 02-21-2020
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EXHIBIT "E"
TO
DECLARATION

UNIT PLANS

Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

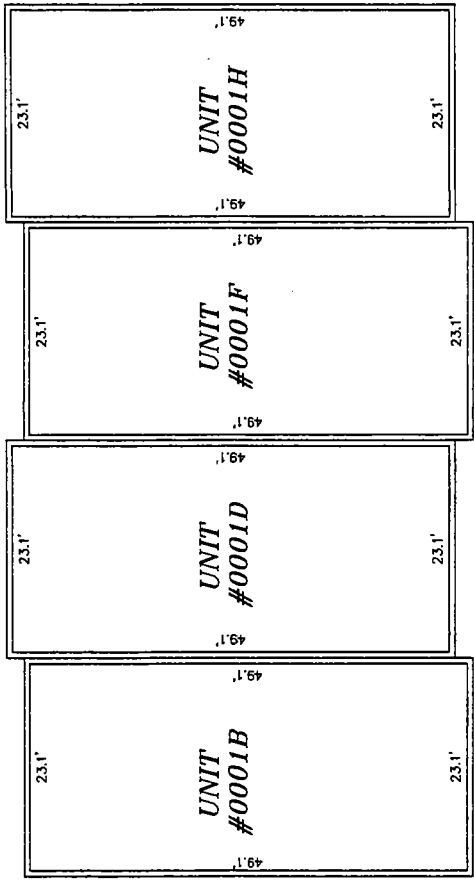
Hunley, Nyce & Associates, Ltd.
 ARCHITECTS - CIVIL ENGINEERING - LAND PLANNING
 1448 ALBERTA POWER PLACE
 SUITE 100
 CHARLOTTE, VIRGINIA 20104
 PHONE 703-520-3400
 FAX 703-520-3400
 703-520-3400
 LICENSE NO. 10175
 LICENSE NO. 10175
 LICENSE NO. 10175

EXHIBIT "E"

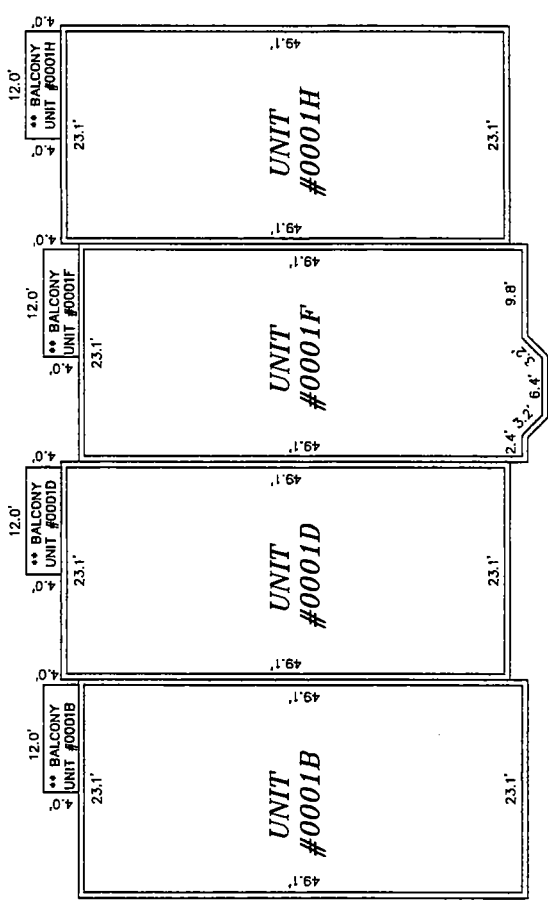
"THE CONDOMINIUMS AT KIRKPATRICK FARMS"
 PHASE 1
 LOUDOUN COUNTY, VA ~ DULLES MAGISTRAL DISTRICT ~ BROAD RUN ELECTION DISTRICT

SCALE:	1" = 10'
DATE:	1/07/03
REVISIONS:	
RYAN HONES CHANGES	
AUGUST 12, 2003	

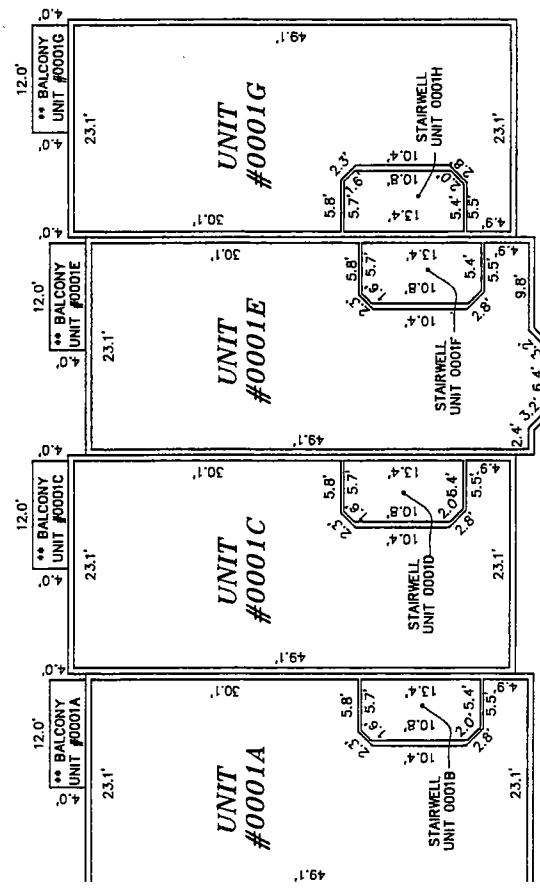
SHEET	1 OF 1
FILE NO.	4344-CONDO-PH1R



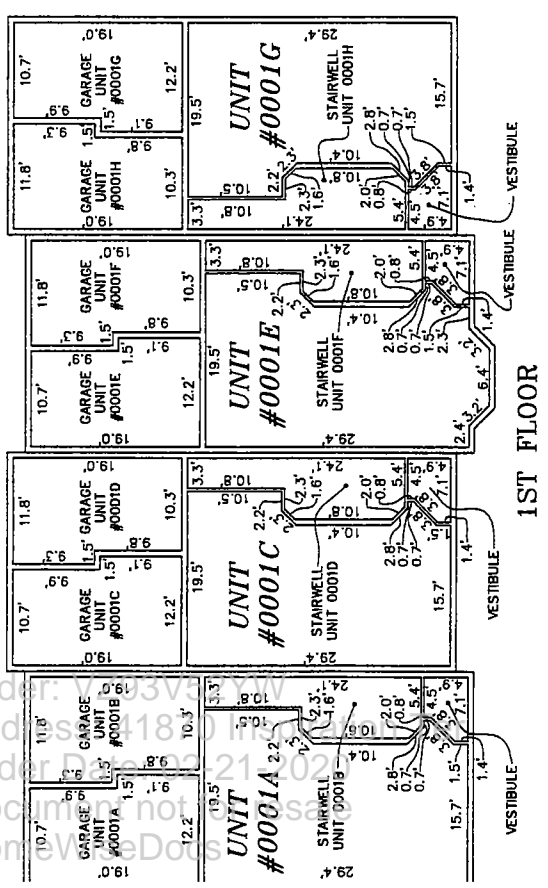
4TH FLOOR



3RD FLOOR



2ND FLOOR

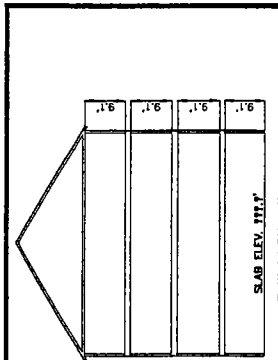


1ST FLOOR



NOTE: I, TOM CHAO, A DULY CERTIFIED CIVIL ENGINEER (#025354) IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THIS PLAN IS ACCURATE, IS IN COMPLIANCE WITH SECTION 55-79.58(B) OF THE VIRGINIA CONDOMINIUM ACT AND THAT ALL UNITS OR PORTIONS THEREOF DEPICTED HEREON HAVE BEEN SUBSTANTIALLY COMPLETED.

** DENOTES LIMITED COMMON ELEMENT



DECLARATION OF AFFORDABLE DWELLING UNITS COVENANTS

THIS DECLARATION OF AFFORDABLE DWELLING UNITS COVENANTS ("Declaration") is made as of the 6th day of November, 2006 by NVR Inc. (Ryan Homes) ("Declarant") the owner of certain property ("Property") located in Loudoun County, Virginia, as described on Exhibit A attached hereto and made a part hereof.

RECITALS

WHEREAS, on June 16, 1993 the Board of Supervisors of Loudoun County, Virginia ("Board") established an Affordable Dwelling Unit Program ("Program") to assist in providing affordable housing for persons with moderate income when it adopted a new Zoning Ordinance; and

WHEREAS, the Board has designated Loudoun County Housing Services ("County") to regulate the program; and

WHEREAS, the Program is intended to be administered in accordance with Article 7 of the Loudoun County Zoning Ordinance, Chapter 1450 of the Loudoun County Codified Ordinance and the regulations established with respect thereto (the ordinances and the regulations, as the same may be amended from time to time, are collectively referred to hereinafter as the "Ordinance"); and

WHEREAS, the Ordinance requires, in pertinent part, that owners of certain land seeking a rezoning or special exception or subdivision for development of projects included in the Program provide a number of affordable dwelling units (collectively, the "Affordable Dwellings", each individually referred to as an "Affordable Dwelling") for sale or rent to qualified individuals, all in accordance with and under the conditions set forth in the Ordinance; and



20061106-0093856

Loudoun County, VA Pgs: 9
11/06/2006 12:46:28PM
Gary M. Clemens, Clerk

WHEREAS, Declarant has agreed that in consideration of benefits conferred upon Declarant under the Ordinance and in compliance with Declarant's obligations under the Program, the land described on Exhibit A attached hereto and made a part hereof, together with all improvements thereon (collectively, the "ADUs", each individually referred to as an "ADU"), shall be designated as the Affordable Dwellings on the Property in compliance with the Ordinance and shall be for sale to Certified Purchasers, as hereinafter defined; and

WHEREAS, the Ordinance provides that no ADUs shall be offered for sale to the general public until the date ("Availability Date") on which all of the time periods referenced in the Ordinance have expired and the requirements therein have been fulfilled regarding the right to acquire Affordable Dwellings conferred by the Ordinance on (i) the County or its successor in interest; (ii) persons who met the income criteria established by the County and have received a Certificate of Qualification from the County ("Certified Purchasers") in accordance with the Ordinance; (iii) any qualified non-profit housing groups ("Non-Profit Groups") designated in writing by the County. (The period from the date hereof until the Availability Date is referred to herein as the "Initial Control Period"); and

WHEREAS, The Ordinance establishes certain conditions, limitations and controls on these ADUs that are to remain in effect with regard to resale and occupancy of each of the Affordable Dwellings for a period (the "Resale Control Period") beginning on the date the deed of conveyance from Declarant to the first purchaser of each of the Affordable Dwellings is recorded until fifteen (15) years thereafter. In addition, the Ordinance establishes certain conditions regarding the distribution of proceeds from the resale of each ADU, and certain procedures with regard to the right of the County to acquire each of the Affordable Dwellings, for a period beginning upon expiration of the Resale Control Period until thirty-five (35) years thereafter (the "Extended Control Period"). (The "Initial Control Period", the "Resale Control Period" and the "Extended Control Period" shall be herein collectively referred to as the "Control Periods"); and

WHEREAS, the Ordinance further provides that with regard to each of the Affordable Dwellings, covenants shall be recorded that will run with the land in favor of the County for the Control Periods specifying certain terms and conditions of the Program

applicable to each of the Affordable Dwellings; and

WHEREAS, the Ordinance requires that the covenants include provisions prohibiting the total aggregate amount of principal and accrued interest for all financing secured by an ADU from exceeding the purchase price (as adjusted in accord with the Ordinance, using the restrictions applicable during the Resale Control Period); and

WHEREAS, In further compliance with the Ordinance under the terms of the Program, Declarant is making this Declaration as set forth below.

NOW, THEREFORE, Declarant hereby declares that the ADUs shall be subject to the covenants set forth herein ("Covenants") which shall be binding in accordance with the terms herein on Declarant and all Transferees of the ADUs until expiration of the applicable Control Periods. For purposes herein, Transferees shall be deemed all persons and entities that may hereafter acquire any interest whatsoever in any of the ADUs, or any part thereof, from Declarant, or any successor or assign of Declarant, or any other party, whether by sale, lease, assignment, hypothecation or any other means of transfer (any and all of the foregoing means of transfer being herein referred to as a "Transfer"), for the applicable Control Periods.

ARTICLE I

PRE-GENERAL SALE CONTROLS

During the Initial Control Period, no Transfer of any of the ADUs, or any part thereof, shall be made unless the County, the Certified Purchasers and the Non-Profit Groups shall have received the notices required by, and shall have been afforded the opportunity to purchase the ADUs in accordance with, the Ordinance.

ARTICLE II

ORDINANCE CONTROLS

A. During the Resale Control Period, no Transfer of any of the ADUs, or any part thereof, shall be made at a sales price in excess of the maximum sales price permitted pursuant to the Ordinance.

B. During the Resale Control Period, no Transfer of any of the ADUs, or any part thereof, shall be made except in compliance with all other requirements of the Ordinance, including, without limitation, the obligation to offer each of the ADUs exclusively through the County for sixty (60) days (with an additional 30 days in which to close) each time any ADU is offered for sale, and the County shall have waived its option to acquire the ADU or the time period with respect thereto shall have expired, before offering such ADU for resale to any other party.

C. During the Control Periods, each of the ADUs shall be subject to all provisions of the Ordinance.

D. During the Control Periods, all lenders or other parties who have or may seek to place a lien on any of the ADUs shall provide to the County, or their successors, written notice of any delinquency or default under any mortgage, deed of trust, or other instrument or agreement that may permit a lien to be filed against any of the ADUs, and shall offer the County at least sixty (60) days in which to cure any such delinquency or default ("Right to Cure").

E. During the Control Periods, these Covenants shall be senior to all instruments subsequently recorded on the Property or any of the ADUs, and shall be binding upon all Transferees; provided, however, that if any ADU is sold to a bona fide purchaser for value at a foreclosure sale, or if a lender accepts a deed in lieu of foreclosure; the restrictions contained in these Covenants with regard to such ADU shall terminate if all requirements of the Ordinance have been satisfied, including the obligation of the secured lender benefited by the foreclosure to provide the County with the Right to Cure.

F. During the Extended Control Period, no Transfer of any of the ADUs, or any part thereof, shall be made unless the County shall have been given the right of first refusal to acquire the ADU in accordance with the Ordinance.

G. During the Extended Control Period the owner of an ADU may offer the ADU for sale at fair market value, provided that the difference between the actual sales price and that price allowed pursuant to the Ordinance shall be divided equally between the owner and the County of Loudoun Housing Trust Fund. For purposes of this section G, the "price allowed pursuant to the Ordinance" shall mean the price as calculated using the restrictions applicable during the Resale Control Period.

H. During the Control Periods the total aggregate amount of principal and interest for all financing secured by an ADU shall not exceed the owner's purchase price (as adjusted in accord with the Ordinance, using the restrictions applicable during the Resale Control Period). Any financing in excess of the owner's purchase price (as adjusted in accordance with the Ordinance, using the restrictions applicable during the Resale Control Period) shall not be secured by any interest in the applicable ADU.

ARTICLE III

PRINCIPAL DOMICILE REQUIREMENTS

Any Transferee of an ADU, except for the County and any non-profit housing development agencies or corporations approved expressly in writing by the County, must occupy the ADU as such Transferee's principal domicile, and must not lease or rent or permit exclusive occupancy of the ADU to any other party or parties. Each year, on or within thirty (30) days prior to June 1, the owner of each ADU shall submit to the County, without

notice or demand therefor, an affidavit executed by such owner, on a form designated by the County, certifying such owner's continuing occupancy of the ADU.

ARTICLE IV

DEED AND CONTRACT RESTRICTIONS

All deeds conveying any interest in any of the ADUs during the Control Periods shall contain language specifically reciting that the ADU is subject to these Covenants. Contracts pertaining to a Transfer of any of the ADUs, or any part thereof, during the Control Periods also shall contain a complete and full disclosure of the resale price restrictions and controls established by the Ordinance.

ARTICLE V

ASSIGNMENT OF RIGHTS TO COUNTY

Declarant, and Declarant's heirs, successors and assigns, hereby irrevocably assigns, transfers and conveys to the County, and any successors thereto, all right, title and interest to enforce and maintain in full force and effect, the terms, conditions, and requirements of these Covenants.

ARTICLE VI

RIGHTS TO ENFORCE

If the County shall determine that any default has occurred under these Covenants, the County, or its successors may enforce these Covenants by proceeding at law or in equity, against the persons or entities violating or attempting to violate any of the Covenants herein contained, either to restrain any violation hereof or to recover damages, including attorneys' fees and the costs of collection, or to proceed against the applicable ADU in the enforcement of any lien or obligation created by or resulting from these Covenants as allowed under the Ordinance. No remedy is intended to be exclusive of any other available remedy or remedies, but each and every such remedy is cumulative and in addition to every other remedy given under these Covenants and the Ordinance, existing at law or equity. No delay or omission to exercise any right or power conferred under the Ordinance or hereunder, will impair any such right or power or will be

construed to be a waiver thereof. Notwithstanding the foregoing, nothing herein contained, or in the Ordinance, is intended to confer on the County a right to invalidate a Transfer made in violation hereof, or otherwise to cause a forfeiture or reversion of title to any of the ADUs. Any liens filed pursuant to the Ordinance shall not relate back in time, but shall be effective as of the date recorded.

ARTICLE VII

BINDING ON ALL SUCCESSORS

These Covenants are binding upon the ADU, upon the Declarant and the Declarant's heirs, successors and assigns, and upon all Transferees of title to each of the ADUs for the applicable Control Periods and shall run with the land.

ARTICLE VIII

NO AMENDMENTS

These Covenants cannot be amended, or released, unless by written instrument executed by the County, until expiration of the Control Periods, except with respect to a foreclosure conducted in accordance with the Ordinance.

ARTICLE IX

SEVERABILITY

If any provisions of these Covenants shall be held invalid or unenforceable, such holdings shall not invalidate or make unenforceable any other provision hereof.

ARTICLE X

HEADINGS

The headings herein are for reference purposes only and shall not affect the meaning or interpretation of the terms and conditions hereof.

IN WITNESS THEREOF, Declarant NVR Inc. (Ryan Homes)
 has caused these presence to be executed by
Paul Mock
 its Vice President, its corporate seal affixed hereto,
 and does hereby appoint Kathleen E. Harney
 its true and lawful attorney in fact to acknowledge and deliver
 these presence.

Witness:

DECLARANT

[Signature]

[Signature]

COMMONWEALTH OF VIRGINIA

COUNTY OF LOUDOUN, to-wit:

The foregoing instrument was acknowledged before me this
6th day of November, 2006
 by Paul Mock.

[Signature]

 Notary Public

My Commission Expires: 7/31/08

EXHIBIT "A"

LEGAL DESCRIPTION

Unit 0001C and Unit 0001G, Phase 1, **THE CONDOMINIUMS AT KIRKPATRICK FARMS**, being a portion of Section F, KIRKPATRICK FARMS, as set forth in Declaration of The Condominiums of Kirkpatrick Farms recorded as Instrument Number 200605160043386 and as amended in Instrument Number 200611060093854, (and as shown or noted on plat(s) attached thereto), and any and all prior and/or subsequent amendments thereto, among the land records of Loudoun County, Virginia.

DECLARATION OF AFFORDABLE DWELLING UNITS COVENANTS

THIS DECLARATION OF AFFORDABLE DWELLING UNITS COVENANTS ("Declaration") is made as of the 15th day of November, 2006, by NVR Inc. (Ryan Homes) ("Declarant") the owner of certain property ("Property") located in Loudoun County, Virginia, as described on Exhibit A attached hereto and made a part hereof.

RECITALS

WHEREAS, on June 16, 1993 the Board of Supervisors of Loudoun County, Virginia ("Board") established an Affordable Dwelling Unit Program ("Program") to assist in providing affordable housing for persons with moderate income when it adopted a new Zoning Ordinance; and

WHEREAS, the Board has designated Loudoun County Housing Services ("County") to regulate the program; and

WHEREAS, the Program is intended to be administered in accordance with Article 7 of the Loudoun County Zoning Ordinance, Chapter 1450 of the Loudoun County Codified Ordinance and the regulations established with respect thereto (the ordinances and the regulations, as the same may be amended from time to time, are collectively referred to hereinafter as the "Ordinance"); and

WHEREAS, the Ordinance requires, in pertinent part, that owners of certain land seeking a rezoning or special exception or subdivision for development of projects included in the Program provide a number of affordable dwelling units (collectively, the "Affordable Dwellings", each individually referred to as an "Affordable Dwelling") for sale or rent to qualified individuals, all in accordance with and under the conditions set forth in the Ordinance; and

T.M. : 105/03/9 // SEC.F / (NVR)
G.F.W. : 206-35-0878.000 (NVR)
ATTN: JFW
NVR SETTLEMENT SERVICES, INC.
5875 TRINITY PARKWAY #180
CENTREVILLE, VA 20120

Box 44



20061127-0098184

Loudoun County, VA Pgs: 9
11/27/2006 12:57:02PM
Gary M. Clemens, Clerk

WHEREAS, Declarant has agreed that in consideration of benefits conferred upon Declarant under the Ordinance and in compliance with Declarant's obligations under the Program, the land described on Exhibit A attached hereto and made a part hereof, together with all improvements thereon (collectively, the "ADUs", each individually referred to as an "ADU"), shall be designated as the Affordable Dwellings on the Property in compliance with the Ordinance and shall be for sale to Certified Purchasers, as hereinafter defined; and

WHEREAS, the Ordinance provides that no ADUs shall be offered for sale to the general public until the date ("Availability Date") on which all of the time periods referenced in the Ordinance have expired and the requirements therein have been fulfilled regarding the right to acquire Affordable Dwellings conferred by the Ordinance on (i) the County or its successor in interest; (ii) persons who met the income criteria established by the County and have received a Certificate of Qualification from the County ("Certified Purchasers") in accordance with the Ordinance; (iii) any qualified non-profit housing groups ("Non-Profit Groups") designated in writing by the County. (The period from the date hereof until the Availability Date is referred to herein as the "Initial Control Period"); and

WHEREAS, The Ordinance establishes certain conditions, limitations and controls on these ADUs that are to remain in effect with regard to resale and occupancy of each of the Affordable Dwellings for a period (the "Resale Control Period") beginning on the date the deed of conveyance from Declarant to the first purchaser of each of the Affordable Dwellings is recorded until fifteen (15) years thereafter. In addition, the Ordinance establishes certain conditions regarding the distribution of proceeds from the resale of each ADU, and certain procedures with regard to the right of the County to acquire each of the Affordable Dwellings, for a period beginning upon expiration of the Resale Control Period until thirty-five (35) years thereafter (the "Extended Control Period"). (The "Initial Control Period", the "Resale Control Period" and the "Extended Control Period" shall be herein collectively referred to as the "Control Periods"); and

WHEREAS, the Ordinance further provides that with regard to each of the Affordable Dwellings, covenants shall be recorded that will run with the land in favor of the County for the Control Periods specifying certain terms and conditions of the Program

applicable to each of the Affordable Dwellings; and

WHEREAS, the Ordinance requires that the covenants include provisions prohibiting the total aggregate amount of principal and accrued interest for all financing secured by an ADU from exceeding the purchase price (as adjusted in accord with the Ordinance, using the restrictions applicable during the Resale Control Period); and

WHEREAS, In further compliance with the Ordinance under the terms of the Program, Declarant is making this Declaration as set forth below.

NOW, THEREFORE, Declarant hereby declares that the ADUs shall be subject to the covenants set forth herein ("Covenants") which shall be binding in accordance with the terms herein on Declarant and all Transferees of the ADUs until expiration of the applicable Control Periods. For purposes herein, Transferees shall be deemed all persons and entities that may hereafter acquire any interest whatsoever in any of the ADUs, or any part thereof, from Declarant, or any successor or assign of Declarant, or any other party, whether by sale, lease, assignment, hypothecation or any other means of transfer (any and all of the foregoing means of transfer being herein referred to as a "Transfer"), for the applicable Control Periods.

ARTICLE I

PRE-GENERAL SALE CONTROLS

During the Initial Control Period, no Transfer of any of the ADUs, or any part thereof, shall be made unless the County, the Certified Purchasers and the Non-Profit Groups shall have received the notices required by, and shall have been afforded the opportunity to purchase the ADUs in accordance with, the Ordinance.

ARTICLE II

ORDINANCE CONTROLS

A. During the Resale Control Period, no Transfer of any of the ADUs, or any part thereof, shall be made at a sales price in excess of the maximum sales price permitted pursuant to the Ordinance.

B. During the Resale Control Period, no Transfer of any of the ADUs, or any part thereof, shall be made except in compliance with all other requirements of the Ordinance, including, without limitation, the obligation to offer each of the ADUs exclusively through the County for sixty (60) days (with an additional 30 days in which to close) each time any ADU is offered for sale, and the County shall have waived its option to acquire the ADU or the time period with respect thereto shall have expired, before offering such ADU for resale to any other party.

C. During the Control Periods, each of the ADUs shall be subject to all provisions of the Ordinance.

D. During the Control Periods, all lenders or other parties who have or may seek to place a lien on any of the ADUs shall provide to the County, or their successors, written notice of any delinquency or default under any mortgage, deed of trust, or other instrument or agreement that may permit a lien to be filed against any of the ADUs, and shall offer the County at least sixty (60) days in which to cure any such delinquency or default ("Right to Cure").

E. During the Control Periods, these Covenants shall be senior to all instruments subsequently recorded on the Property or any of the ADUs, and shall be binding upon all Transferees; provided, however, that if any ADU is sold to a bona fide purchaser for value at a foreclosure sale, or if a lender accepts a deed in lieu of foreclosure; the restrictions contained in these Covenants with regard to such ADU shall terminate if all requirements of the Ordinance have been satisfied, including the obligation of the secured lender benefited by the foreclosure to provide the County with the Right to Cure.

F. During the Extended Control Period, no Transfer of any of the ADUs, or any part thereof, shall be made unless the County shall have been given the right of first refusal to acquire the ADU in accordance with the Ordinance.

G. During the Extended Control Period the owner of an ADU may offer the ADU for sale at fair market value, provided that the difference between the actual sales price and that price allowed pursuant to the Ordinance shall be divided equally between the owner and the County of Loudoun Housing Trust Fund. For purposes of this section G, the "price allowed pursuant to the Ordinance" shall mean the price as calculated using the restrictions applicable during the Resale Control Period.

H. During the Control Periods the total aggregate amount of principal and interest for all financing secured by an ADU shall not exceed the owner's purchase price (as adjusted in accord with the Ordinance, using the restrictions applicable during the Resale Control Period). Any financing in excess of the owner's purchase price (as adjusted in accordance with the Ordinance, using the restrictions applicable during the Resale Control Period) shall not be secured by any interest in the applicable ADU.

ARTICLE III

PRINCIPAL DOMICILE REQUIREMENTS

Any Transferee of an ADU, except for the County and any non-profit housing development agencies or corporations approved expressly in writing by the County, must occupy the ADU as such Transferee's principal domicile, and must not lease or rent or permit exclusive occupancy of the ADU to any other party or parties. Each year, on or within thirty (30) days prior to June 1, the owner of each ADU shall submit to the County, without

notice or demand therefor, an affidavit executed by such owner, on a form designated by the County, certifying such owner's continuing occupancy of the ADU.

ARTICLE IV

DEED AND CONTRACT RESTRICTIONS

All deeds conveying any interest in any of the ADUs during the Control Periods shall contain language specifically reciting that the ADU is subject to these Covenants. Contracts pertaining to a Transfer of any of the ADUs, or any part thereof, during the Control Periods also shall contain a complete and full disclosure of the resale price restrictions and controls established by the Ordinance.

ARTICLE V

ASSIGNMENT OF RIGHTS TO COUNTY

Declarant, and Declarant's heirs, successors and assigns, hereby irrevocably assigns, transfers and conveys to the County, and any successors thereto, all right, title and interest to enforce and maintain in full force and effect, the terms, conditions, and requirements of these Covenants.

ARTICLE VI

RIGHTS TO ENFORCE

If the County shall determine that any default has occurred under these Covenants, the County, or its successors may enforce these Covenants by proceeding at law or in equity, against the persons or entities violating or attempting to violate any of the Covenants herein contained, either to restrain any violation hereof or to recover damages, including attorneys' fees and the costs of collection, or to proceed against the applicable ADU in the enforcement of any lien or obligation created by or resulting from these Covenants as allowed under the Ordinance. No remedy is intended to be exclusive of any other available remedy or remedies, but each and every such remedy is cumulative and in addition to every other remedy given under these Covenants and the Ordinance, existing at law or equity. No delay or omission to exercise any right or power conferred under the Ordinance or hereunder, will impair any such right or power or will be

construed to be a waiver thereof. Notwithstanding the foregoing, nothing herein contained, or in the Ordinance, is intended to confer on the County a right to invalidate a Transfer made in violation hereof, or otherwise to cause a forfeiture or reversion of title to any of the ADUs. Any liens filed pursuant to the Ordinance shall not relate back in time, but shall be effective as of the date recorded.

ARTICLE VII

BINDING ON ALL SUCCESSORS

These Covenants are binding upon the ADU, upon the Declarant and the Declarant's heirs, successors and assigns, and upon all Transferees of title to each of the ADUs for the applicable Control Periods and shall run with the land.

ARTICLE VIII

NO AMENDMENTS

These Covenants cannot be amended, or released, unless by written instrument executed by the County, until expiration of the Control Periods, except with respect to a foreclosure conducted in accordance with the Ordinance.

ARTICLE IX

SEVERABILITY

If any provisions of these Covenants shall be held invalid or unenforceable, such holdings shall not invalidate or make unenforceable any other provision hereof.

ARTICLE X

HEADINGS

The headings herein are for reference purposes only and shall not affect the meaning or interpretation of the terms and conditions hereof.

IN WITNESS THEREOF, Declarant NVR Inc (Ryan Homes)
has caused these presence to be executed by
Paul Mock
its Vice President, its corporate seal affixed hereto,
and does hereby appoint Kathleen E. Harney
its true and lawful attorney in fact to acknowledge and deliver
these presence.

Witness:

DECLARANT

[Signature]

[Signature]

COMMONWEALTH OF VIRGINIA

COUNTY OF LOUDOUN, to-wit:

The foregoing instrument was acknowledged before me this
15th day of November, 2006,
by Paul Mock.

[Signature]

Notary Public

My Commission Expires: 7/31/08

EXHIBIT "A"

LEGAL DESCRIPTION

Unit 0002C and Unit 0002G, Phase 2, THE CONDOMINIUMS AT KIRKPATRICK FARMS, being a portion of Section F, KIRKPATRICK FARMS, as set forth in Declaration of The Condominiums of Kirkpatrick Farms recorded as Instrument Number 200605160043386 and as amended in Instrument Number 200611270098182, (and as shown or noted on plat(s) attached thereto), and any and all prior and/or subsequent amendments thereto, among the land records of Loudoun County, Virginia.

DECLARATION OF AFFORDABLE DWELLING UNITS COVENANTS

THIS DECLARATION OF AFFORDABLE DWELLING UNITS COVENANTS ("Declaration") is made as of the 18th day of April, 2007, by NVR Inc. (Ryan Homes) ("Declarant") the owner of certain property ("Property") located in Loudoun County, Virginia, as described on Exhibit A attached hereto and made a part hereof.



20070423-0030681

Loudoun County, VA Pgs: 8
04/23/2007 12:34:50PM
Gary M. Clemens, Clerk

RECITALS

WHEREAS, on June 16, 1993 the Board of Supervisors of Loudoun County, Virginia ("Board") established an Affordable Dwelling Unit Program ("Program") to assist in providing affordable housing for persons with moderate income when it adopted a new Zoning Ordinance; and

WHEREAS, the Board has designated Loudoun County Housing Services ("County") to regulate the program; and

WHEREAS, the Program is intended to be administered in accordance with Article 7 of the Loudoun County Zoning Ordinance, Chapter 1450 of the Loudoun County Codified Ordinance and the regulations established with respect thereto (the ordinances and the regulations, as the same may be amended from time to time, are collectively referred to hereinafter as the "Ordinance"); and

WHEREAS, the Ordinance requires, in pertinent part, that owners of certain land seeking a rezoning or special exception or subdivision for development of projects included in the Program provide a number of affordable dwelling units (collectively, the "Affordable Dwellings", each individually referred to as an "Affordable Dwelling") for sale or rent to qualified individuals, all in accordance with and under the conditions set forth in the Ordinance; and

WHEREAS, Declarant has agreed that in consideration of benefits conferred upon Declarant under the Ordinance and in compliance with Declarant's obligations under the Program, the land described on Exhibit A attached hereto and made a part hereof, together with all improvements thereon (collectively, the "ADUs", each individually referred to as an "ADU"), shall be designated as the Affordable Dwellings on the Property in

NVR SETTLEMENT SERVICES, INC.
5875 TRINITY PARKWAY #180
CENTREVILLE, VA 20120
ATTN: Jim

105/B/9/SEC F/ (P&G)
206-35-0878-000 (P&G)
units case 4 00054, P.H.S.

Box 44

compliance with the Ordinance and shall be for sale to Certified Purchasers, as hereinafter defined; and

WHEREAS, the Ordinance provides that no ADUs shall be offered for sale to the general public until the date ("Availability Date") on which all of the time periods referenced in the Ordinance have expired and the requirements therein have been fulfilled regarding the right to acquire Affordable Dwellings conferred by the Ordinance on (i) the County or its successor in interest; (ii) persons who met the income criteria established by the County and have received a Certificate of Qualification from the County ("Certified Purchasers") in accordance with the Ordinance; (iii) any qualified non-profit housing groups ("Non-Profit Groups") designated in writing by the County. (The period from the date hereof until the Availability Date is referred to herein as the "Initial Control Period"); and

WHEREAS, The Ordinance establishes certain conditions, limitations and controls on these ADUs that are to remain in effect with regard to resale and occupancy of each of the Affordable Dwellings for a period (the "Resale Control Period") beginning on the date the deed of conveyance from Declarant to the first purchaser of each of the Affordable Dwellings is recorded until fifteen (15) years thereafter. In addition, the Ordinance establishes certain conditions regarding the distribution of proceeds from the resale of each ADU, and certain procedures with regard to the right of the County to acquire each of the Affordable Dwellings, for a period beginning upon expiration of the Resale Control Period until thirty-five (35) years thereafter (the "Extended Control Period"). (The "Initial Control Period", the "Resale Control Period" and the "Extended Control Period" shall be herein collectively referred to as the "Control Periods"); and

WHEREAS, the Ordinance further provides that with regard to each of the Affordable Dwellings, covenants shall be recorded that will run with the land in favor of the County for the Control Periods specifying certain terms and conditions of the Program applicable to each of the Affordable Dwellings; and

WHEREAS, the Ordinance requires that the covenants include provisions prohibiting the total aggregate amount of principal and accrued interest for all financing secured by an ADU from exceeding the purchase price (as adjusted in accord with the Ordinance, using the restrictions applicable during the Resale Control Period); and

WHEREAS, In further compliance with the Ordinance under the terms of the Program, Declarant is making this Declaration as set forth below.

NOW, THEREFORE, Declarant hereby declares that the ADUs shall be subject to the covenants set forth herein ("Covenants") which shall be binding in accordance with the terms herein on Declarant and all Transferees of the ADUs until expiration of the applicable Control Periods. For purposes herein, Transferees shall be deemed all persons and entities that may hereafter acquire any interest whatsoever in any of the ADUs, or any part thereof, from Declarant, or any successor or assign of Declarant, or any other party, whether by sale, lease, assignment, hypothecation or any other means of transfer (any and all of the foregoing means of transfer being herein referred to as a "Transfer"), for the applicable Control Periods.

ARTICLE I

PRE-GENERAL SALE CONTROLS

During the Initial Control Period, no Transfer of any of the ADUs, or any part thereof, shall be made unless the County, the Certified Purchasers and the Non-Profit Groups shall have received the notices required by, and shall have been afforded the opportunity to purchase the ADUs in accordance with, the Ordinance.

ARTICLE II

ORDINANCE CONTROLS

A. During the Resale Control Period, no Transfer of any of the ADUs, or any part thereof, shall be made at a sales price in excess of the maximum sales price permitted pursuant to the Ordinance.

B. During the Resale Control Period, no Transfer of any of the ADUs, or any part thereof, shall be made except in compliance with all other requirements of the Ordinance, including, without limitation, the obligation to offer each of the ADUs exclusively through the County for sixty (60) days (with an additional 30 days in which to close) each time any ADU is offered for sale, and the County shall have waived its option to acquire the ADU or the time period with respect thereto shall have expired, before offering such ADU for resale to any other party.

C. During the Control Periods, each of the ADUs shall be subject to all provisions of the Ordinance.

D. During the Control Periods, all lenders or other parties who have or may seek to place a lien on any of the ADUs shall provide to the County, or their successors, written notice of any delinquency or default under any mortgage, deed of trust, or other instrument or agreement that may permit a lien to be filed against any of the ADUs, and shall offer the County at least sixty (60) days in which to cure any such delinquency or default ("Right to Cure").

E. During the Control Periods, these Covenants shall be senior to all instruments subsequently recorded on the Property or any of the ADUs, and shall be binding upon all Transferees; provided, however, that if any ADU is sold to a bona fide purchaser for value at a foreclosure sale, or if a lender accepts a deed in lieu of foreclosure, the restrictions contained in these Covenants with regard to such ADU shall terminate if all requirements of the Ordinance have been satisfied, including the obligation of the secured lender benefited by the foreclosure to provide the County with the Right to Cure.

F. During the Extended Control Period, no Transfer of any of the ADUs, or any part thereof, shall be made unless the County shall have been given the right of first refusal to acquire the ADU in accordance with the Ordinance.

G. During the Extended Control Period the owner of an ADU may offer the ADU for sale at fair market value, provided that the difference between the actual sales price and that price allowed pursuant to the Ordinance shall be divided equally between the owner and the County of Loudoun Housing Trust Fund. For purposes of this section G, the "price allowed pursuant to the Ordinance" shall mean the price as calculated using the restrictions applicable during the Resale Control Period.

H. During the Control Periods the total aggregate amount of principal and interest for all financing secured by an ADU shall not exceed the owner's purchase price (as adjusted in accord with the Ordinance, using the restrictions applicable during the Resale Control Period). Any financing in excess of the owner's purchase price (as adjusted in accordance with the Ordinance, using the restrictions applicable during the Resale Control Period) shall not be secured by any interest in the applicable ADU.

ARTICLE III

PRINCIPAL DOMICILE REQUIREMENTS

Any Transferee of an ADU, except for the County and any non-profit housing development agencies or corporations approved expressly in writing by the County, must occupy the ADU as such Transferee's principal domicile, and must not lease or rent or permit exclusive occupancy of the ADU to any other party or parties. Each year, on or within thirty (30) days prior to June 1, the owner of each ADU shall submit to the County, without notice or demand therefor, an affidavit executed by such owner, on a form designated by the County, certifying such owner's continuing occupancy of the ADU.

ARTICLE IV

DEED AND CONTRACT RESTRICTIONS

All deeds conveying any interest in any of the ADUs during the Control Periods shall contain language specifically reciting that the ADU is subject to these Covenants. Contracts pertaining to a Transfer of any of the ADUs, or any part thereof, during the Control Periods also shall contain a complete and full disclosure of the resale price restrictions and controls established by the Ordinance.

ARTICLE V

ASSIGNMENT OF RIGHTS TO COUNTY

Declarant, and Declarant's heirs, successors and assigns, hereby irrevocably assigns, transfers and conveys to the County, and any successors thereto, all right, title and interest to enforce and maintain in full force and effect, the terms, conditions, and requirements of these Covenants.

ARTICLE VI

RIGHTS TO ENFORCE

If the County shall determine that any default has occurred under these Covenants, the County, or its successors may enforce these Covenants by proceeding at law or in equity, against the persons or entities violating or attempting to violate any of the Covenants herein contained, either to restrain any violation hereof or to recover damages, including attorneys' fees and the costs of collection, or to proceed against the applicable ADU in the enforcement of any lien or obligation created by or resulting from these Covenants as allowed under the Ordinance. No remedy is intended to be exclusive of any other available remedy or remedies, but each and every such remedy is cumulative and in addition to every other remedy given under these Covenants and the Ordinance, existing at law or equity. No delay or omission to exercise any right or power conferred under the Ordinance or hereunder, will impair any such right or power or will be construed to be a waiver thereof. Notwithstanding the foregoing, nothing herein contained, or in the Ordinance, is intended to confer on the County a right to invalidate a Transfer made in violation hereof, or otherwise to cause a forfeiture or reversion of title to any of the ADUs. Any liens filed pursuant to the Ordinance shall not relate back in time, but shall be effective as of the date recorded.

ARTICLE VII

BINDING ON ALL SUCCESSORS

These Covenants are binding upon the ADU, upon the Declarant and the Declarant's heirs, successors and assigns, and upon all Transferees of title to each of the ADUs for the applicable Control Periods and shall run with the land.

ARTICLE VIII

NO AMENDMENTS

These Covenants cannot be amended, or released, unless by written instrument executed by the County, until expiration of the Control Periods, except with respect to a foreclosure conducted in accordance with the Ordinance.

ARTICLE IX
SEVERABILITY

If any provisions of these Covenants shall be held invalid or unenforceable, such holdings shall not invalidate or make unenforceable any other provision hereof.

ARTICLE X
HEADINGS

The headings herein are for reference purposes only and shall not affect the meaning or interpretation of the terms and conditions hereof.

IN WITNESS THEREOF, Declarant NVR Inc (Ryan Homes)
has caused these presence to be executed by
Paul Mock
its Vice President, its corporate seal affixed hereto,
and does hereby appoint Kathleen E Harney
its true and lawful attorney in fact to acknowledge and deliver
these presence.

Witness:

DECLARANT

Paul K. Mock

[Signature]

COMMONWEALTH OF VIRGINIA

COUNTY OF LOUDOUN, to-wit:

The foregoing instrument was acknowledged before me this
18th day of April, 2007,
by Paul K. Mock.

Lynn Kelly
_____ Notary Public

My Commission Expires: 5-31-09



LYNN KELLY
NOTARY PUBLIC
Commonwealth of Virginia
My Commission Expires
May 31, 2009

EXHIBIT "A"

LEGAL DESCRIPTION

Unit 0005C and Unit 0005G, Phase 5, THE CONDOMINIUMS AT KIRKPATRICK FARMS, being a portion of Section F, KIRKPATRICK FARMS, as set forth in Declaration of The Condominiums of Kirkpatrick Farms recorded as Instrument Number 200605160043386 and as amended in Instrument Number 200704230030679, (and as shown or noted on plat(s) attached thereto), and any and all prior and/or subsequent amendments thereto, among the land records of Loudoun County, Virginia.

DECLARATION OF AFFORDABLE DWELLING UNITS COVENANTS

THIS DECLARATION OF AFFORDABLE DWELLING UNITS COVENANTS ("Declaration") is made as of the 17th day of July, 2007, by Ryan Homes (NVR Inc) ("Declarant") the owner of certain property ("Property") located in Loudoun County, Virginia, as described on Exhibit A attached hereto and made a part hereof.



20070723-0054622

Loudoun County, VA Pgs: 8
07/23/2007 2:18:21PM
Gary M. Clemens, Clerk

RECITALS

WHEREAS, on June 16, 1993 the Board of Supervisors of Loudoun County, Virginia ("Board") established an Affordable Dwelling Unit Program ("Program") to assist in providing affordable housing for persons with moderate income when it adopted a new Zoning Ordinance; and

WHEREAS, the Board has designated Loudoun County Housing Services ("County") to regulate the program; and

WHEREAS, the Program is intended to be administered in accordance with Article 7 of the Loudoun County Zoning Ordinance, Chapter 1450 of the Loudoun County Codified Ordinance and the regulations established with respect thereto (the ordinances and the regulations, as the same may be amended from time to time, are collectively referred to hereinafter as the "Ordinance"); and

WHEREAS, the Ordinance requires, in pertinent part, that owners of certain land seeking a rezoning or special exception or subdivision for development of projects included in the Program provide a number of affordable dwelling units (collectively, the "Affordable Dwellings", each individually referred to as an "Affordable Dwelling") for sale or rent to qualified individuals, all in accordance with and under the conditions set forth in the Ordinance; and

WHEREAS, Declarant has agreed that in consideration of benefits conferred upon Declarant under the Ordinance and in compliance with Declarant's obligations under the Program, the land described on Exhibit A attached hereto and made a part hereof, together with all improvements thereon (collectively, the "ADUs", each individually referred to as an "ADU"), shall be designated as the Affordable Dwellings on the Property in

NVR SETTLEMENT SERVICES, INC.
5875 TRINITY PARKWAY #180
CENTREVILLE, VA 20120
AM: JMG

206-35-0878-000 (PAGEST)
105/10/14/SECF/ (PAGEST)

Box 44

Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

compliance with the Ordinance and shall be for sale to Certified Purchasers, as hereinafter defined; and

WHEREAS, the Ordinance provides that no ADUs shall be offered for sale to the general public until the date ("Availability Date") on which all of the time periods referenced in the Ordinance have expired and the requirements therein have been fulfilled regarding the right to acquire Affordable Dwellings conferred by the Ordinance on (i) the County or its successor in interest; (ii) persons who met the income criteria established by the County and have received a Certificate of Qualification from the County ("Certified Purchasers") in accordance with the Ordinance; (iii) any qualified non-profit housing groups ("Non-Profit Groups") designated in writing by the County. (The period from the date hereof until the Availability Date is referred to herein as the "Initial Control Period"); and

WHEREAS, The Ordinance establishes certain conditions, limitations and controls on these ADUs that are to remain in effect with regard to resale and occupancy of each of the Affordable Dwellings for a period (the "Resale Control Period") beginning on the date the deed of conveyance from Declarant to the first purchaser of each of the Affordable Dwellings is recorded until fifteen (15) years thereafter. In addition, the Ordinance establishes certain conditions regarding the distribution of proceeds from the resale of each ADU, and certain procedures with regard to the right of the County to acquire each of the Affordable Dwellings, for a period beginning upon expiration of the Resale Control Period until thirty-five (35) years thereafter (the "Extended Control Period"). (The "Initial Control Period", the "Resale Control Period" and the "Extended Control Period" shall be herein collectively referred to as the "Control Periods"); and

WHEREAS, the Ordinance further provides that with regard to each of the Affordable Dwellings, covenants shall be recorded that will run with the land in favor of the County for the Control Periods specifying certain terms and conditions of the Program applicable to each of the Affordable Dwellings; and

WHEREAS, the Ordinance requires that the covenants include provisions prohibiting the total aggregate amount of principal and accrued interest for all financing secured by an ADU from exceeding the purchase price (as adjusted in accord with the Ordinance, using the restrictions applicable during the Resale Control Period); and

WHEREAS, In further compliance with the Ordinance under the terms of the Program, Declarant is making this Declaration as set forth below.

NOW, THEREFORE, Declarant hereby declares that the ADUs shall be subject to the covenants set forth herein ("Covenants") which shall be binding in accordance with the terms herein on Declarant and all Transferees of the ADUs until expiration of the applicable Control Periods. For purposes herein, Transferees shall be deemed all persons and entities that may hereafter acquire any interest whatsoever in any of the ADUs, or any part thereof, from Declarant, or any successor or assign of Declarant, or any other party, whether by sale, lease, assignment, hypothecation or any other means of transfer (any and all of the foregoing means of transfer being herein referred to as a "Transfer"), for the applicable Control Periods.

ARTICLE I

PRE-GENERAL SALE CONTROLS

During the Initial Control Period, no Transfer of any of the ADUs, or any part thereof, shall be made unless the County, the Certified Purchasers and the Non-Profit Groups shall have received the notices required by, and shall have been afforded the opportunity to purchase the ADUs in accordance with, the Ordinance.

ARTICLE II

ORDINANCE CONTROLS

A. During the Resale Control Period, no Transfer of any of the ADUs, or any part thereof, shall be made at a sales price in excess of the maximum sales price permitted pursuant to the Ordinance.

B. During the Resale Control Period, no Transfer of any of the ADUs, or any part thereof, shall be made except in compliance with all other requirements of the Ordinance, including, without limitation, the obligation to offer each of the ADUs exclusively through the County for sixty (60) days (with an additional 30 days in which to close) each time any ADU is offered for sale, and the County shall have waived its option to acquire the ADU or the time period with respect thereto shall have expired, before offering such ADU for resale to any other party.

C. During the Control Periods, each of the ADUs shall be subject to all provisions of the Ordinance.

D. During the Control Periods, all lenders or other parties who have or may seek to place a lien on any of the ADUs shall provide to the County, or their successors, written notice of any delinquency or default under any mortgage, deed of trust, or other instrument or agreement that may permit a lien to be filed against any of the ADUs, and shall offer the County at least sixty (60) days in which to cure any such delinquency or default ("Right to Cure").

E. During the Control Periods, these Covenants shall be senior to all instruments subsequently recorded on the Property or any of the ADUs, and shall be binding upon all Transferees; provided, however, that if any ADU is sold to a bona fide purchaser for value at a foreclosure sale, or if a lender accepts a deed in lieu of foreclosure, the restrictions contained in these Covenants with regard to such ADU shall terminate if all requirements of the Ordinance have been satisfied, including the obligation of the secured lender benefited by the foreclosure to provide the County with the Right to Cure.

F. During the Extended Control Period, no Transfer of any of the ADUs, or any part thereof, shall be made unless the County shall have been given the right of first refusal to acquire the ADU in accordance with the Ordinance.

G. During the Extended Control Period the owner of an ADU may offer the ADU for sale at fair market value, provided that the difference between the actual sales price and that price allowed pursuant to the Ordinance shall be divided equally between the owner and the County of Loudoun Housing Trust Fund. For purposes of this section G, the "price allowed pursuant to the Ordinance" shall mean the price as calculated using the restrictions applicable during the Resale Control Period.

H. During the Control Periods the total aggregate amount of principal and interest for all financing secured by an ADU shall not exceed the owner's purchase price (as adjusted in accord with the Ordinance, using the restrictions applicable during the Resale Control Period). Any financing in excess of the owner's purchase price (as adjusted in accordance with the Ordinance, using the restrictions applicable during the Resale Control Period) shall not be secured by any interest in the applicable ADU.

ARTICLE III

PRINCIPAL DOMICILE REQUIREMENTS

Any Transferee of an ADU, except for the County and any non-profit housing development agencies or corporations approved expressly in writing by the County, must occupy the ADU as such Transferee's principal domicile, and must not lease or rent or permit exclusive occupancy of the ADU to any other party or parties. Each year, on or within thirty (30) days prior to June 1, the owner of each ADU shall submit to the County, without notice or demand therefor, an affidavit executed by such owner, on a form designated by the County, certifying such owner's continuing occupancy of the ADU.

ARTICLE IV

DEED AND CONTRACT RESTRICTIONS

All deeds conveying any interest in any of the ADUs during the Control Periods shall contain language specifically reciting that the ADU is subject to these Covenants. Contracts pertaining to a Transfer of any of the ADUs, or any part thereof, during the Control Periods also shall contain a complete and full disclosure of the resale price restrictions and controls established by the Ordinance.

ARTICLE V

ASSIGNMENT OF RIGHTS TO COUNTY

Declarant, and Declarant's heirs, successors and assigns, hereby irrevocably assigns, transfers and conveys to the County, and any successors thereto, all right, title and interest to enforce and maintain in full force and effect, the terms, conditions, and requirements of these Covenants.

ARTICLE VI

RIGHTS TO ENFORCE

If the County shall determine that any default has occurred under these Covenants, the County, or its successors may enforce these Covenants by proceeding at law or in equity, against the persons or entities violating or attempting to violate any of the Covenants herein contained, either to restrain any violation hereof or to recover damages, including attorneys' fees and the costs of collection, or to proceed against the applicable ADU in the enforcement of any lien or obligation created by or resulting from these Covenants as allowed under the Ordinance. No remedy is intended to be exclusive of any other available remedy or remedies, but each and every such remedy is cumulative and in addition to every other remedy given under these Covenants and the Ordinance, existing at law or equity. No delay or omission to exercise any right or power conferred under the Ordinance or hereunder, will impair any such right or power or will be construed to be a waiver thereof. Notwithstanding the foregoing, nothing herein contained, or in the Ordinance, is intended to confer on the County a right to invalidate a Transfer made in violation hereof, or otherwise to cause a forfeiture or reversion of title to any of the ADUs. Any liens filed pursuant to the Ordinance shall not relate back in time, but shall be effective as of the date recorded.

ARTICLE VII

BINDING ON ALL SUCCESSORS

These Covenants are binding upon the ADU, upon the Declarant and the Declarant's heirs, successors and assigns, and upon all Transferees of title to each of the ADUs for the applicable Control Periods and shall run with the land.

ARTICLE VIII

NO AMENDMENTS

These Covenants cannot be amended, or released, unless by written instrument executed by the County, until expiration of the Control Periods, except with respect to a foreclosure conducted in accordance with the Ordinance.

ARTICLE IX

SEVERABILITY

If any provisions of these Covenants shall be held invalid or unenforceable, such holdings shall not invalidate or make unenforceable any other provision hereof.

ARTICLE X

HEADINGS

The headings herein are for reference purposes only and shall not affect the meaning or interpretation of the terms and conditions hereof.

IN WITNESS THEREOF, Declarant NVR Inc
has caused these presence to be executed by
its Paul Mock
Vice President, its corporate seal affixed hereto,
and does hereby appoint Kathleen Horney
its true and lawful attorney in fact to acknowledge and deliver
these presence.

Witness:

DECLARANT

7/16/07

[Signature]
V.P.

COMMONWEALTH OF VIRGINIA
Fairfax
COUNTY OF ~~LOUDOUN~~, to-wit:

The foregoing instrument was acknowledged before me this
16th day of July, 2007,
by Paul Mock.

[Signature]

Notary Public



LYNN KELLY
NOTARY PUBLIC
Commonwealth of Virginia
My Commission Expires
May 31, 2008

365859

My Commission Expires: 5-31-09

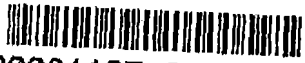
EXHIBIT "A"

LEGAL DESCRIPTION

**Unit 0006 A and Unit 0006 E, Phase 6, THE CONDOMINIUMS
AT KIRKPATRICK FARMS**, being a portion of Section F,
KIRKPATRICK FARMS, as set forth in Declaration of The
Condominiums of Kirkpatrick Farms recorded as Instrument
Number 200605160043386 and as amended in Instrument
Number 200707230054620, (and as shown or
noted on plat(s) attached thereto), and any and all prior
and/or subsequent amendments thereto, among the land
records of Loudoun County, Virginia.

PREPARED BY AND RETURN TO:
WALSH, COLUCCI, LUBELEY, EMRICH & WALSH, P.C.
2200 Clarendon Blvd., Suite 1300
Arlington, VA 22201

Plat# 20061127-0098182


20061127-0098182
Loudoun County, VA Pas: B
11/27/2006 12:57:02PM
Gary M. Clemens, Clerk

AMENDMENT TO
CONDOMINIUM INSTRUMENTS TO
THE CONDOMINIUMS AT KIRKPATRICK FARMS

THIS AMENDMENT TO CONDOMINIUM INSTRUMENTS is made this 20th day of November, 2006, **NVR, INC. t/a Ryan Homes**, a Virginia Corporation (the "Declarant");

*** WITNESSETH ***

WHEREAS, by Declaration recorded on May 16, 2006 as Instrument No. 20060516-0043386 et seq. among the land records of Loudoun County, Virginia (the "Declaration"), the Declarant did subject certain real property in Loudoun County, Virginia, more particularly described in said Declaration to be THE CONDOMINIUMS AT KIRKPATRICK FARMS (the "Condominium");

WHEREAS, Declarant desires at this time to expand the Condominium by adding to the Condominium a certain parcel of land described as Phase 2, which parcel of land is more particularly described in Exhibit "A" attached hereto, together with certain improvements located thereon.

NOW, THEREFORE, pursuant to the rights reserved by Declarant, and in accordance with Paragraph VIII of the Declaration and in further accordance with Title 55, Section 79.63 of the Code of Virginia, 1950 ed. as amended, Declarant does hereby amend the Condominium Instruments to expand the Condominium by adding to the Condominium that certain parcel of land owned by Declarant located in Loudoun County, Virginia, described in Exhibit "A" attached hereto as Phase 2 together with certain improvements on said land.

I. LOCATION OF BUILDINGS AND UNITS ADDED:

The addition of the land described in Exhibit "A" attached hereto adds to the Condominium certain improvements, the locations of which are more particularly shown on the Plat attached as Exhibit "D" hereto. Plans which show the locations of the Units and Common Elements within the buildings added and which further designate an Identifying Number for each Unit are attached as Exhibit "E" hereto. The Plats and Plans attached as Exhibits "D" and "E" hereto are hereby added to all other Plats and Plans previously filed for the Condominium.

{A0101406.DOC / 1 Amendment Phase 2 001610 000011}

NVR SETTLEMENT SERVICES, INC.
5875 TRINITY PARKWAY #180
CENTREVILLE, VA 20120
ATTN: JEL

TVA : 105/B/9/52.C.F/
GPA : 206-35-0878.0CC

Box 44

Order: V193V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

II. UNIT BOUNDARIES:

The Unit boundaries for the Units added by this AMENDMENT TO CONDOMINIUM INSTRUMENTS shall be exactly the same as the Unit boundaries created by the Declaration.

III. UNDIVIDED INTEREST IN COMMON ELEMENTS AND REALLOCATION OF VOTES:

Pursuant to Section 55-79.56(b) of the Condominium Act the Common Element Interests in the Condominium are hereby reallocated to each Unit in accordance with Exhibit "B" attached hereto, and pursuant to Section 55-79.73C of the Condominium Act, liability for Common Expenses and votes in the Unit Owners Association are similarly reallocated in accordance with the Bylaws.

IV. CONFIRMATION OF CONDOMINIUM INSTRUMENTS:

Except as modified by this Amendment, all of the terms and provisions of the Condominium Instruments are hereby expressly ratified and confirmed and shall remain in full force and effect and shall be applicable to the Condominium Units and Common Elements created hereby.

IN WITNESS WHEREOF, the Declarant has caused this Instrument to be executed as of the date described above.

NVR, INC., t/a RYAN HOMES, a Virginia corporation

By: [Signature]
Name: Paul H. Mott
Title: Division Manager

STATE OF Virginia
COUNTY OF London, to-wit:

The foregoing instrument was acknowledged before me this 20th day of November, 2006, by Paul Mott, Division Manager of NVR, INC, t/a Ryan Homes, on behalf of said corporation.

[Signature]
Notary Public

My Commission Expires: 7/3/08

{A0101406.DOC / 1 Amendment Phase 2 001610 000011}

**EXHIBIT "A"
TO
AMENDMENT**

SUBMITTED LAND DESCRIPTION

Order: VZ33V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

Directors & Officers

Chairman of the Board
CHARLES J. HUNTLEY, SR., L.S.
Senior Vice President
ROBERT L. SPROLES, P.E.
President Retired
LESTER O. NYCE, P.E.
President & C.E.O.
CHARLES J. HUNTLEY, JR., L.S.
Vice President
REZA A. HAKIM
Vice President
TOM CHAO, M.E., P.E.

HUNTLEY, NYCE & ASSOCIATES, LTD.

SURVEYING - CIVIL ENGINEERING - LAND PLANNING
751 Miller Drive, S.E.
Suite F-2
Leesburg, Virginia 20175
Telephone: (703) 779-4905 - Facsimile: (703) 779-2490
www.huntleynyce.com



**LEGAL DESCRIPTION
PHASE 2
"THE CONDOMINIUMS AT KIRKPATRICK FARMS"
BEING A PORTION OF
SECTION F ~ KIRKPATRICK FARMS
INSTRUMENT 20040901-0093455
DULLES ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA**

COMMENCING at the Southeasternmost corner of Parcel D-1A ~ Section D-1 ~ Kirkpatrick Farms ~ Instrument 20040505-0044227, said corner also lying in the Western Right-of-Way line of Destiny Drive ~ 57' Right-of-Way ~ Instrument 20030320-002979, said corner being common to the Northeastern corner of Phase 1 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms ~ Instrument 20040901-0093455;

THENCE departing said Western Right-of-Way line of Destiny Drive, and running with the Southern Boundary line of said Parcel D-1A ~ Section D-1 ~ Kirkpatrick Farms, S 68°51'05" W 173.39 feet to the **POINT OF BEGINNING**, said **POINT OF BEGINNING** being a common corner to Northeastern corner to Phase 2 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms and a common corner to the Northwestern corner of said Phase 1 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms;

THENCE departing the Southern Boundary line of said Parcel D-1A ~ Section D-1 ~ Kirkpatrick Farms and running through said Section F ~ Kirkpatrick Farms the following three (3) courses and distances;

S 21°08'55" E 137.50 feet with the Western Phase line of Phase 1 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms to a point, said point being a common corner to the Southwestern corner of said Phase 1 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms, a common corner to the Northwestern corner of Phase 20 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms and a common corner to the Northeastern corner of Phase 3 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms;

S 68°51'05" W 116.11 feet with the Northern Phase line Phase 3 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms to a point, said point being a common corner to the Northwestern corner of said Phase 3 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms, a common corner to the Northeastern corner Phase 5 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms, a common corner to the Southeastern corner of Phase 4 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms;

N 21°08'55" W 137.50 feet with the Eastern Phase line of Phase 4 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms to a point, said point lying in said Southern Boundary line of said Parcel D-1A ~ Section D-1 ~ Kirkpatrick Farms and being a common corner to the Northeastern corner of said Phase 4 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms;

Order: VZ4BV52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

THENCE departing the Eastern Phase line of said Phase 4 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms and running with the Southern Boundary line of said Parcel D-1A ~ Section D-1 ~ Kirkpatrick Farms, N 68°51'05" E 116.11 feet to the **POINT OF BEGINNING** and containing 15,965 square feet ~ 0.3665 acre of land more or less as shown on a plat prepared by Huntley, Nyce & Associates, Ltd. entitled "Exhibit D Condominium Plat Showing Submitted Land, Additional Land, Existing Improvements and Existing Easements ~ "The Condominiums At Kirkpatrick Farms," dated October 25, 2005 and last revised January 13, 2006.

Huntley, Nyce & Associates, Ltd.
1 May 2006

Order: VZ5V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

EXHIBIT "B"
TO
AMENDMENT

COMMON ELEMENT INTEREST SCHEDULE

Order: VZ9AV52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

Exhibit B
Common Element Interest Schedule

Phase	Unit	Type	Par Value	Common Element Interest
1	0001A	B	1650	5/104
1	0001B	T	2640	1/13
1	0001C	B	1650	5/104
1	0001D	T	2640	1/13
1	0001E	B	1650	5/104
1	0001F	T	2640	1/13
1	0001G	B	1650	5/104
1	0001H	T	2640	1/13
2	0002A	B	1650	5/104
2	0002B	T	2640	1/13
2	0002C	B	1650	5/104
2	0002D	T	2640	1/13
2	0002E	B	1650	5/104
2	0002F	T	2640	1/13
2	0002G	B	1650	5/104
2	0002H	T	2640	1/13
Total:			34320	1

**EXHIBIT "D" AND "E"
TO
AMENDMENT**


PLATS AND PLANS

Order: V703V52YW
Address: 81870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

PREPARED BY AND RETURN TO:
WALSH, COLUCCI, LUBELEY, EMRICH & WALSH, P.C.
2200 Clarendon Blvd., Suite 1300
Arlington, VA 22201

PLAT 20061215-0104513

AMENDMENT TO
CONDOMINIUM INSTRUMENTS TO
THE CONDOMINIUMS AT KIRKPATRICK FARMS


20061215-0104512
Loudoun County, VA Pg: 8
12/15/2006 11:34:45AM
Gary M. Clemens, Clerk

THIS AMENDMENT TO CONDOMINIUM INSTRUMENTS is made this 12th day of December, 2006, NVR, INC. t/a Ryan Homes, a Virginia Corporation (the "Declarant");

*** WITNESSETH ***

WHEREAS, by Declaration recorded on May 16, 2006 as Instrument No. 20060516-0043386 et seq. among the land records of Loudoun County, Virginia (the "Declaration"), the Declarant did subject certain real property in Loudoun County, Virginia, more particularly described in said Declaration to be THE CONDOMINIUMS AT KIRKPATRICK FARMS (the "Condominium");

WHEREAS, Declarant desires at this time to expand the Condominium by adding to the Condominium a certain parcel of land described as Phase 4, which parcel of land is more particularly described in Exhibit "A" attached hereto, together with certain improvements located thereon.

NOW, THEREFORE, pursuant to the rights reserved by Declarant, and in accordance with Paragraph VIII of the Declaration and in further accordance with Title 55, Section 79.63 of the Code of Virginia, 1950 ed. as amended, Declarant does hereby amend the Condominium Instruments to expand the Condominium by adding to the Condominium that certain parcel of land owned by Declarant located in Loudoun County, Virginia, described in Exhibit "A" attached hereto as Phase 4 together with certain improvements on said land.

I. LOCATION OF BUILDINGS AND UNITS ADDED:

The addition of the land described in Exhibit "A" attached hereto adds to the Condominium certain improvements, the locations of which are more particularly shown on the Plat attached as Exhibit "D" hereto. Plans which show the locations of the Units and Common Elements within the buildings added and which further designate an Identifying Number for each Unit are attached as Exhibit "E" hereto. The Plats and Plans attached as Exhibits "D" and "E" hereto are hereby added to all other Plats and Plans previously filed for the Condominium.

{A0103183.DOC / 1 Amendment Phase 4 001610 000011}

Order# VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

NVR SETTLEMENT SERVICES, INC.
5875 TRINITY PARKWAY #180
CENTREVILLE, VA 20120

> percent

TM# 105/B/9 // Sec F/
GPIN 200-35-0878-000

Box 44

II. UNIT BOUNDARIES:

The Unit boundaries for the Units added by this AMENDMENT TO CONDOMINIUM INSTRUMENTS shall be exactly the same as the Unit boundaries created by the Declaration.

III. UNDIVIDED INTEREST IN COMMON ELEMENTS AND REALLOCATION OF VOTES:

Pursuant to Section 55-79.56(b) of the Condominium Act the Common Element Interests in the Condominium are hereby reallocated to each Unit in accordance with Exhibit "B" attached hereto, and pursuant to Section 55-79.73C of the Condominium Act, liability for Common Expenses and votes in the Unit Owners Association are similarly reallocated in accordance with the Bylaws.

IV. CONFIRMATION OF CONDOMINIUM INSTRUMENTS:

Except as modified by this Amendment, all of the terms and provisions of the Condominium Instruments are hereby expressly ratified and confirmed and shall remain in full force and effect and shall be applicable to the Condominium Units and Common Elements created hereby.

IN WITNESS WHEREOF, the Declarant has caused this Instrument to be executed as of the date described above.

NVR, INC., t/a RYAN HOMES, a Virginia corporation

By: [Signature]
Name: Paul Mock
Title: Vice President

STATE OF VA
COUNTY OF Fairfax, to-wit:

The foregoing instrument was acknowledged before me this 18th day of December, 2006, by Paul Mock, Vice President of NVR, INC, t/a Ryan Homes, on behalf of said corporation.

[Signature]
Notary Public

My Commission Expires: 5-31-09

{A0103183.DOC / 1 Amendment Phase 4 001610 000011}



LYNN KELLY
NOTARY PUBLIC
Commonwealth of Virginia
My Commission Expires
May 31, 2009

BOX 44

Order: 2 VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

EXHIBIT "A"
TO
AMENDMENT

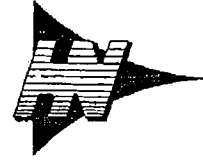
SUBMITTED LAND DESCRIPTION

Directors & Officers

Chairman of the Board
CHARLES J. HUNTLEY, SR., L.S.
Senior Vice President
ROBERT L. SPROLES, P.E.
President Retired
LESTER O. NYCE, P.E.
President & C.E.O.
CHARLES J. HUNTLEY, JR., L.S.
Vice President
REZA A. HAKIMI
Vice President
TOM CHAO, M.E., P.E.

HUNTLEY, NYCE & ASSOCIATES, LTD.

SURVEYING – CIVIL ENGINEERING – LAND PLANNING
751 Miller Drive, S.E.
Suite F-2
Leesburg, Virginia 20175
Telephone: (703) 779-4905 • Facsimile: (703) 779-2490
www.huntleynyce.com



**LEGAL DESCRIPTION
PHASE 4
“THE CONDOMINIUMS AT KIRKPATRICK FARMS”
BEING A PORTION OF
SECTION F ~ KIRKPATRICK FARMS
INSTRUMENT 20040901-0093455
DULLES ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA**

COMMENCING at the Southeasternmost corner of Parcel D-1A ~ Section D-1 ~ Kirkpatrick Farms ~ Instrument 20040505-0044227, said corner also lying in the Western Right-of-Way line of Destiny Drive ~ 57' Right-of-Way ~ Instrument 20030320-002979, said corner being common to the Northeastern corner of Phase 1 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms ~ Instrument 20040901-0093455;

THENCE departing said Western Right-of-Way line of Destiny Drive, and running with the Southern Boundary line of said Parcel D-1A ~ Section D-1 ~ Kirkpatrick Farms, S 68°51'05” W 289.50 feet to the **POINT OF BEGINNING**, said **POINT OF BEGINNING** being a common corner to the Northeastern corner of Phase 4 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms;

THENCE departing the Southern Boundary line of said Parcel D-1A ~ Section D-1 ~ Kirkpatrick Farms and running through said Section F ~ Kirkpatrick Farms the following three (3) courses;

S 21°08'55” E 137.50 feet with the Western Phase line of said Phase 2 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms to a point, said point being a common corner to the Southwestern corner of said Phase 2 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms, a common corner to the Northwestern corner of Phase 3 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms and a common corner to the Northeastern corner of Phase 5 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms;

S 68°51'05” W 154.00 feet with the Northern Phase line of Phase 5 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms to a point, said point being a common corner to the Northwestern corner of said Phase 5 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms, a common corner to the Northeastern corner of Phase 7 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms and a common corner to the Southeastern corner of Phase 6 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms;

N 21°08'55” W 137.50 feet with the Eastern Phase line of Phase 6 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms to a point lying along the Southern Boundary line of said Parcel D-1A ~ Section D-1 ~ Kirkpatrick Farms, said point being a common corner to the Northeastern corner of said Phase 6 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms;

THENCE departing the Eastern Phase line of said Phase 6 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms and running with the Southern Boundary line of said Parcel D-1A ~ Section D-1 ~ Kirkpatrick Farms N 68°51'05" E 154.00 feet to the **POINT OF BEGINNING** and containing 21,175 square feet ~ 0.4861 acre more or less as shown on a plat prepared by Huntley, Nyce & Associates, Ltd. entitled "**Exhibit D Condominium Plat Showing Submitted Land, Additional Land, Existing Improvements and Existing Easements**" ~ "**The Condominiums At Kirkpatrick Farms,**" dated October 25, 2005 and last revised January 13, 2006.

Huntley, Nyce & Associates, Ltd.
1 May 2006

Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

EXHIBIT "B"
TO
AMENDMENT

COMMON ELEMENT INTEREST SCHEDULE

Order ⁶/Z93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

Exhibit B
Common Element Interest Schedule

Phase	Unit	Type	Par Value	Common Element Interest
1	0001A	B	1650	5/208
1	0001B	T	2640	1/26
1	0001C	B	1650	5/208
1	0001D	T	2640	1/26
1	0001E	B	1650	5/208
1	0001F	T	2640	1/26
1	0001G	B	1650	5/208
1	0001H	T	2640	1/26
2	0002A	B	1650	5/208
2	0002B	T	2640	1/26
2	0002C	B	1650	5/208
2	0002D	T	2640	1/26
2	0002E	B	1650	5/208
2	0002F	T	2640	1/26
2	0002G	B	1650	5/208
2	0002H	T	2640	1/26
3	0003A	B	1650	5/208
3	0003B	T	2640	1/26
3	0003C	B	1650	5/208
3	0003D	T	2640	1/26
3	0003E	B	1650	5/208
3	0003F	T	2640	1/26
3	0003G	B	1650	5/208
3	0003H	T	2640	1/26
4	0004A	B	1650	5/208
4	0004B	T	2640	1/26
4	0004C	B	1650	5/208
4	0004D	T	2640	1/26
4	0004E	B	1650	5/208
4	0004F	T	2640	1/26
4	0004G	B	1650	5/208
4	0004H	T	2640	1/26

Total: 68640 1

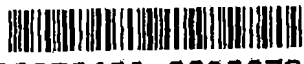
EXHIBIT "D" AND "E"
TO
AMENDMENT

PLATS AND PLANS

Order 8 VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

Plat# 20070423-0030679

PREPARED BY AND RETURN TO:
WALSH, COLUCCI, LUBELEY, EMRICH & WALSH, P.C.
2200 Clarendon Blvd., Suite 1300
Arlington, VA 22201


20070423-0030679
Loudoun County, VA Pgs: 7
04/23/2007 12:34:50PM
Gary M. Clemens, Clerk

AMENDMENT TO
CONDOMINIUM INSTRUMENTS TO
THE CONDOMINIUMS AT KIRKPATRICK FARMS

THIS AMENDMENT TO CONDOMINIUM INSTRUMENTS is made this 19th day of April, 2007, NVR, INC. t/a Ryan Homes, a Virginia Corporation (the "Declarant");

*** WITNESSETH ***

WHEREAS, by Declaration recorded on May 16, 2006 as Instrument No. 20060516-0043386 et seq. among the land records of Loudoun County, Virginia (the "Declaration"), the Declarant did subject certain real property in Loudoun County, Virginia, more particularly described in said Declaration to be THE CONDOMINIUMS AT KIRKPATRICK FARMS (the "Condominium");

WHEREAS, Declarant desires at this time to expand the Condominium by adding to the Condominium a certain parcel of land described as Phase 5, which parcel of land is more particularly described in Exhibit "A" attached hereto, together with certain improvements located thereon.

NOW, THEREFORE, pursuant to the rights reserved by Declarant, and in accordance with Paragraph VIII of the Declaration and in further accordance with Title 55, Section 79.63 of the Code of Virginia, 1950 ed. as amended, Declarant does hereby amend the Condominium Instruments to expand the Condominium by adding to the Condominium that certain parcel of land owned by Declarant located in Loudoun County, Virginia, described in Exhibit "A" attached hereto as Phase 5 together with certain improvements on said land.

I. LOCATION OF BUILDINGS AND UNITS ADDED:

The addition of the land described in Exhibit "A" attached hereto adds to the Condominium certain improvements, the locations of which are more particularly shown on the Plat attached as Exhibit "D" hereto. Plans which show the locations of the Units and Common Elements within the buildings added and which further designate an Identifying Number for each Unit are attached as Exhibit "E" hereto. The Plats and Plans attached as Exhibits "D" and "E" hereto are hereby added to all other Plats and Plans previously filed for the Condominium.

{A0114686.DOC / 1 Amendment Phase 5 001610 000011}

NVR SETTLEMENT SERVICES, INC.
5875 TRINITY PARKWAY #180
CENTREVILLE, VA 20120

105/B/9 // SEC F / (PARENT)
206-35-0878-000 (PARENT)
Adding units 005A - 005H, Ph. 5

Box 44

Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

II. UNIT BOUNDARIES:

The Unit boundaries for the Units added by this AMENDMENT TO CONDOMINIUM INSTRUMENTS shall be exactly the same as the Unit boundaries created by the Declaration.

III. UNDIVIDED INTEREST IN COMMON ELEMENTS AND REALLOCATION OF VOTES:

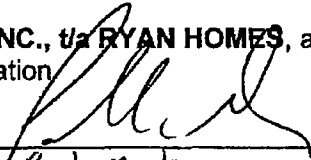
Pursuant to Section 55-79.56(b) of the Condominium Act the Common Element Interests in the Condominium are hereby reallocated to each Unit in accordance with Exhibit "B" attached hereto, and pursuant to Section 55-79.73C of the Condominium Act, liability for Common Expenses and votes in the Unit Owners Association are similarly reallocated in accordance with the Bylaws.

IV. CONFIRMATION OF CONDOMINIUM INSTRUMENTS:

Except as modified by this Amendment, all of the terms and provisions of the Condominium Instruments are hereby expressly ratified and confirmed and shall remain in full force and effect and shall be applicable to the Condominium Units and Common Elements created hereby.

IN WITNESS WHEREOF, the Declarant has caused this Instrument to be executed as of the date described above.

NVR, INC., 1/a RYAN HOMES, a Virginia corporation

By: 
Name: Paul Mock
Title: Vice President

STATE OF Virginia
COUNTY OF Stafford, to-wit:

The foregoing instrument was acknowledged before me this 19th day of April, 2007, by Paul Mock Vice President of NVR, INC, 1/a Ryan Homes, on behalf of said corporation.


Notary Public

My Commission Expires: 7/31/08

{A0114686.DOC / 1 Amendment Phase 5 001610 000011}

Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

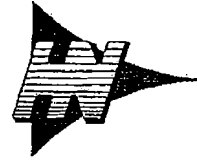
EXHIBIT "A"
TO
AMENDMENT

SUBMITTED LAND DESCRIPTION

Order: 3/Z93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

Directors & Officers
Chairman of the Board
CHARLES J. HUNTLEY, SR., L.S.
Senior Vice President
ROBERT L. SPROLES, P.E.
President Retired
LESTER O. NYCE, P.E.
President & C.E.O.
CHARLES J. HUNTLEY, JR., L.S.
Vice President
REZA A. HAKIMI
Vice President
TOM CHAO, M.E., P.E.

HUNTLEY, NYCE & ASSOCIATES, LTD.
SURVEYING – CIVIL ENGINEERING – LAND PLANNING
751 Miller Drive, S.E.
Suite F-2
Leesburg, Virginia 20175
Telephone: (703) 779-4905 • Facsimile: (703) 779-2490
www.huntleynyce.com



**LEGAL DESCRIPTION
PHASE 5
“THE CONDOMINIUMS AT KIRKPATRICK FARMS”
BEING A PORTION OF
SECTION F ~ KIRKPATRICK FARMS
INSTRUMENT 20040901-0093455
DULLES ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA**

COMMENCING at the Southeasternmost corner of Parcel D-1A ~ Section D-1 ~ Kirkpatrick Farms ~ Instrument 20040505-0044227, said corner also lying in the Western Right-of-Way line of Destiny Drive ~ 57' Right-of-Way ~ Instrument 20030320-002979, said corner being common to the Northeastern corner of Phase 1 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms ~ Instrument 20040901-0093455;

THENCE departing said Western Right-of-Way line of Destiny Drive, and running with the Southern Boundary line of said Parcel D-1A ~ Section D-1 ~ Kirkpatrick Farms, S 68°51'05” W 289.50 feet to a point, said point being a common corner to the Northwestern corner of said Phase 2 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms and a common corner to Northeastern corner of Phase 4 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms;

THENCE departing the Southern Boundary line of said Parcel D-1A ~ Section D-1 ~ Kirkpatrick Farms and running with the common Phase line to said Phase 2 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms and said Phase 4 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms S 21°08'55” E 137.50 feet to the **POINT OF BEGINNING**, said **POINT OF BEGINNING** being a common corner to the Southeastern corner of said Phase 4 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms, a common corner to the Northwestern corner of Phase 3 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms and a common corner to the Southwestern corner to Phase 2 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms;

THENCE running through said Section F ~ Kirkpatrick Farms the following three (3) courses and distances;

Continuing with the prolongation of the previous course of S 21°08'55” E 107.00 feet (for a total length of 244.50 feet in all) with the Western Phase line of said Phase 3 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms to a point, said point being a common corner to a Southwestern corner of said Phase 3 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms and a common corner to the Northern corner of Phase 11 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms;

S 68°51'05” W 154.00 feet with the Northern Phase line of said Phase 11 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms to a point, said

point being a common corner to the Northwestern corner of said Phase 11 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms, a common corner to the Northeastern corner of Phase 12 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms and a common corner to the Southeastern corner of Phase 7 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms ;

N 21°08'55" W 107.00 feet with the Eastern Phase line of said Phase 7 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms to a point, said point being a common corner to the Northeastern corner of said Phase 7 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms, a common corner to the Southwestern corner of said Phase 4 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms ~ Kirkpatrick Farms and a common corner to the Southeastern corner to Phase 6 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms;

THENCE Eastern Phase line of said Phase 7 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms and running with the Southern Phase Line of said Phase 4 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms N 68°51'05" E 154.00 feet to the **POINT OF BEGINNING** and containing 16,478 square feet ~ 0.3783 acres of land more or less as shown on a plat prepared by Huntley, Nyce & Associates, Ltd. entitled "**Exhibit D Condominium Plat Showing Submitted Land, Additional Land, Existing Improvements and Existing Easements** ~ "The Condominiums At Kirkpatrick Farms," dated October 25, 2005 and last revised January 13, 2006.

Huntley, Nyce & Associates, Ltd.
1 May 2006

EXHIBIT "B"
TO
AMENDMENT

COMMON ELEMENT INTEREST SCHEDULE


Order: VZ93V52YW
Address: 61870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

Exhibit B
Common Element Interest Schedule

Phase	Unit	Type	Par Value	Common Element Interest
1	0001A	B	1650	1/52
1	0001B	T	2640	2/65
1	0001C	B	1650	1/52
1	0001D	T	2640	2/65
1	0001E	B	1650	1/52
1	0001F	T	2640	2/65
1	0001G	B	1650	1/52
1	0001H	T	2640	2/65
2	0002A	B	1650	1/52
2	0002B	T	2640	2/65
2	0002C	B	1650	1/52
2	0002D	T	2640	2/65
2	0002E	B	1650	1/52
2	0002F	T	2640	2/65
2	0002G	B	1650	1/52
2	0002H	T	2640	2/65
3	0003A	B	1650	1/52
3	0003B	T	2640	2/65
3	0003C	B	1650	1/52
3	0003D	T	2640	2/65
3	0003E	B	1650	1/52
3	0003F	T	2640	2/65
3	0003G	B	1650	1/52
3	0003H	T	2640	2/65
4	0004A	B	1650	1/52
4	0004B	T	2640	2/65
4	0004C	B	1650	1/52
4	0004D	T	2640	2/65
4	0004E	B	1650	1/52
4	0004F	T	2640	2/65
4	0004G	B	1650	1/52
4	0004H	T	2640	2/65
5	0005A	B	1650	1/52
5	0005B	T	2640	2/65
5	0005C	B	1650	1/52
5	0005D	T	2640	2/65
5	0005E	B	1650	1/52
5	0005F	T	2640	2/65
5	0005G	B	1650	1/52
5	0005H	T	2640	2/65
Total:			85800	1

Plat 200707230054621

PREPARED BY AND RETURN TO:
WALSH, COLUCCI, LUBELEY, EMRICH & WALSH, P.C.
2200 Clarendon Blvd., Suite 1300
Arlington, VA 22201


20070723-0054620
Loudoun County, VA Pgs: 9
07/23/2007 2:18:21PM
Gary M. Clemens, Clerk

AMENDMENT TO
CONDOMINIUM INSTRUMENTS TO
THE CONDOMINIUMS AT KIRKPATRICK FARMS

THIS AMENDMENT TO CONDOMINIUM INSTRUMENTS is made this 11th day of July, 2007, **NVR, INC. t/a Ryan Homes**, a Virginia Corporation (the "Declarant");

***** WITNESSETH *****

WHEREAS, by Declaration recorded on May 16, 2006 as Instrument No. 20060516-0043386 et seq. among the land records of Loudoun County, Virginia (the "Declaration"), the Declarant did subject certain real property in Loudoun County, Virginia, more particularly described in said Declaration to be **THE CONDOMINIUMS AT KIRKPATRICK FARMS** (the "Condominium");

WHEREAS, Declarant desires at this time to expand the Condominium by adding to the Condominium a certain parcel of land described as Phase 6, which parcel of land is more particularly described in Exhibit "A" attached hereto, together with certain improvements located thereon.

NOW, THEREFORE, pursuant to the rights reserved by Declarant, and in accordance with Paragraph VIII of the Declaration and in further accordance with Title 55, Section 79.63 of the Code of Virginia, 1950 ed. as amended, Declarant does hereby amend the Condominium Instruments to expand the Condominium by adding to the Condominium that certain parcel of land owned by Declarant located in Loudoun County, Virginia, described in Exhibit "A" attached hereto as Phase 6 together with certain improvements on said land.

I. LOCATION OF BUILDINGS AND UNITS ADDED:

The addition of the land described in Exhibit "A" attached hereto adds to the Condominium certain improvements, the locations of which are more particularly shown on the Plat attached as Exhibit "D" hereto. Plans which show the locations of the Units and Common Elements within the buildings added and which further designate an Identifying Number for each Unit are attached as Exhibit "E" hereto. The Plats and Plans attached as Exhibits "D" and "E" hereto are hereby added to all other Plats and Plans previously filed for the Condominium.

{A0120574.DOC / 1 Amendment Phase 6 001610 000011}

Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

NVR SETTLEMENT SERVICES, INC.
5875 TRINITY PARKWAY #180
CENTREVILLE, VA 20120
ATTN: JMW

206-35-0878-000 (Parent)
105/3/9/56CF (Parent)

Box 44

II. UNIT BOUNDARIES:

The Unit boundaries for the Units added by this AMENDMENT TO CONDOMINIUM INSTRUMENTS shall be exactly the same as the Unit boundaries created by the Declaration.

III. UNDIVIDED INTEREST IN COMMON ELEMENTS AND REALLOCATION OF VOTES:

Pursuant to Section 55-79.56(b) of the Condominium Act the Common Element Interests in the Condominium are hereby reallocated to each Unit in accordance with Exhibit "B" attached hereto, and pursuant to Sections 55-79.83 and 55-79.77 of the Condominium Act, liability for Common Expenses and votes in the Unit Owners Association are similarly reallocated in accordance with the Bylaws.

IV. CONFIRMATION OF CONDOMINIUM INSTRUMENTS:

Except as modified by this Amendment, all of the terms and provisions of the Condominium Instruments are hereby expressly ratified and confirmed and shall remain in full force and effect and shall be applicable to the Condominium Units and Common Elements created hereby.

IN WITNESS WHEREOF, the Declarant has caused this Instrument to be executed as of the date described above.

NVR, INC., t/a RYAN HOMES, a Virginia corporation

By: 

Name: Paul Mock

Title: Vice President

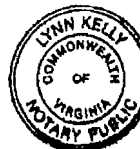
STATE OF Virginia
COUNTY OF Fairfax, to-wit:

The foregoing instrument was acknowledged before me this 16th day of July, 2007, by Paul Mock, Vice President of NVR, INC, t/a Ryan Homes, on behalf of said corporation.


Notary Public

My Commission Expires: 5-31-09

(A0120574.DOC / 1 Amendment Phase 6 001610 000011)



LYNN KELLY
NOTARY PUBLIC
Commonwealth of Virginia
My Commission Expires
May 31, 2009

365459

Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

EXHIBIT "A"
TO
AMENDMENT

SUBMITTED LAND DESCRIPTION

Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020 --
Document not for resale
HomeWiseDocs

Directors & Officers

Chairman of the Board
CHARLES J. HUNTLEY, SR., L.S.
Senior Vice President
ROBERT L. SPROLES, P.E.
President Retired
LESTER O. NYCE, P.E.
President & C.E.O.
CHARLES J. HUNTLEY, JR., L.S.
Vice President
REZA A. HAKIMI
Vice President
TOM CHAO, M.E., P.E.

HUNTLEY, NYCE & ASSOCIATES, LTD.

SURVEYING – CIVIL ENGINEERING – LAND PLANNING
751 Miller Drive, S.E.
Suite F-2
Leesburg, Virginia 20175
Telephone: (703) 779-4905 • Facsimile: (703) 779-2490
www.huntleynyce.com



**LEGAL DESCRIPTION
PHASE 6
“THE CONDOMINIUMS AT KIRKPATRICK FARMS”
BEING A PORTION OF
SECTION F ~ KIRKPATRICK FARMS
INSTRUMENT 20040901-0093455
DULLES ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA**

COMMENCING at the Southeasternmost corner of Parcel D-1A ~ Section D-1 ~ Kirkpatrick Farms ~ Instrument 20040505-0044227, said corner also lying in the Western Right-of-Way line of Destiny Drive ~ 57' Right-of-Way ~ Instrument 20030320-002979, said corner being common to the Northeastern corner of Phase 1 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms ~ Instrument 20040901-0093455;

THENCE departing said Western Right-of-Way line of Destiny Drive, and running with the Southern Boundary line of said Parcel D-1A ~ Section D-1 ~ Kirkpatrick Farms, S 68°51'05" W 443.50 feet to the **POINT OF BEGINNING**, said **POINT OF BEGINNING** being a common corner to the Northeastern corner of Phase 5 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms and a common corner to the Northwestern corner 4 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms ~ Instrument 20040901-0093455 ;

THENCE departing the Southern Boundary line of said Parcel D-1A ~ Section D-1 ~ Kirkpatrick Farms running through said Section F ~ Kirkpatrick Farms the following three (3) courses and distances;

S 21°08'55" E 137.50 feet with the Western Phase line of said Phase 4 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms to a point, said point being a common corner to the Southwestern corner of said Phase 4 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms, a common corner to the Northwestern corner of Phase 5 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms and a common corner to the Northeastern corner of Phase 7 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms;

S 68°51'05" W 134.56 feet with the Northern Phase line of said Phase 7 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms to a point, said point being a common corner to the Southeastern corner of Phase 8 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms, said point lying N 68°51'05" E 9.40 feet from a point that is a common corner to the Northwestern corner of said Phase 7 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms and a common corner to the Northeastern corner of Phase 9 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms ;

N 21°08'55" W 137.50 feet with the Eastern Phase line of said Phase 8 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms to a point in the Southern Boundary line of said Parcel D-1A ~ Section D-1 ~ Kirkpatrick Farms, said point

Order: VZ93V52YW
Address: 4 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

being a common corner to the Northeastern corner of said Phase 8 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms;

THENCE departing the Eastern Phase line of said Phase 8 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms and running with the Southern Boundary line of said Parcel D-1A ~ Section D-1 ~ Kirkpatrick Farms N 68°51'05" E 134.56 feet to the **POINT OF BEGINNING** and containing 18,502 square feet ~ 0.4247 acre of land more or less as shown on a plat prepared by Huntley, Nyce & Associates, Ltd. entitled "**Exhibit D Condominium Plat Showing Submitted Land, Additional Land, Existing Improvements and Existing Easements** ~ "The Condominiums At Kirkpatrick Farms," dated October 25, 2005 and last revised January 13, 2006.

Huntley, Nyce & Associates, Ltd.
1 May 2006

EXHIBIT "B"
TO
AMENDMENT

COMMON ELEMENT INTEREST SCHEDULE

Order: VZ93V52YW
Address 641870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

Exhibit B
Common Element Interest Schedule

Phase	Unit	Type	Par Value	Common Element Interest
1	0001A	B	1650	5/312
1	0001B	T	2640	1/39
1	0001C	B	1650	5/312
1	0001D	T	2640	1/39
1	0001E	B	1650	5/312
1	0001F	T	2640	1/39
1	0001G	B	1650	5/312
1	0001H	T	2640	1/39
2	0002A	B	1650	5/312
2	0002B	T	2640	1/39
2	0002C	B	1650	5/312
2	0002D	T	2640	1/39
2	0002E	B	1650	5/312
2	0002F	T	2640	1/39
2	0002G	B	1650	5/312
2	0002H	T	2640	1/39
3	0003A	B	1650	5/312
3	0003B	T	2640	1/39
3	0003C	B	1650	5/312
3	0003D	T	2640	1/39
3	0003E	B	1650	5/312
3	0003F	T	2640	1/39
3	0003G	B	1650	5/312
3	0003H	T	2640	1/39
4	0004A	B	1650	5/312
4	0004B	T	2640	1/39
4	0004C	B	1650	5/312
4	0004D	T	2640	1/39
4	0004E	B	1650	5/312
4	0004F	T	2640	1/39
4	0004G	B	1650	5/312
4	0004H	T	2640	1/39
5	0005A	B	1650	5/312
5	0005B	T	2640	1/39
5	0005C	B	1650	5/312
5	0005D	T	2640	1/39
5	0005E	B	1650	5/312
5	0005F	T	2640	1/39
5	0005G	B	1650	5/312
5	0005H	T	2640	1/39
6	0006A	B	1650	5/312
6	0006B	T	2640	1/39
6	0006C	B	1650	5/312
6	0006D	T	2640	1/39

Phase	Unit	Type	Par Value	Common Element Interest
6	0006E	B	1650	5/312
6	0006F	T	2640	1/39
6	0006G	B	1650	5/312
6	0006H	T	2640	1/39
Total:			102960	1

EXHIBIT "D" AND "E"
TO
AMENDMENT

PLATS AND PLANS

Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

Return to

James M. Sack, Esq.
Sack & Associates, P.C.
8270 Greensboro Drive
Suite 630
McLean, Virginia 22102

**KIRKPATRICK FARM
DEED OF TRUST**

THIS DEED OF TRUST (the "Deed of Trust"), made this 12 day of Sept., 2000, by and among KIRKPATRICK L.C., a Virginia limited liability company ("Grantor"), and JAMES M. SACK and ROBERT A. HARRIS IV. Trustees, as trustees, either of whom may act alone (whether one or more hereinafter referred to as "Trustees"), trustees for the benefit of NVR, Inc., a Virginia corporation, its successors, participants and assigns (collectively referred to as "Beneficiary").

WITNESSETH:

Grantor and Beneficiary have entered into a series of ten (10) Lot Purchase Agreements dated June 30, 2000 (the "Agreements") whereby Grantor has agreed to sell and Beneficiary has agreed to purchase certain property described in those Agreements. As consideration, Beneficiary has and will tender good-faith Deposits in the collective amount of Eight Million Thirty Nine Thousand Seven Hundred Fifty Dollars (\$8,039,750.00) (the "Deposits") to Grantor. The Deposits are to be credited to Beneficiary as defined in the Agreements (the "Deposit Credits"). This Deed of Trust is to secure the Deposits, and to secure the performance by Grantor of certain obligations under the Agreements.

Grantor, in consideration of the indebtedness herein recited and the trust herein created, hereby grants and conveys to Trustees in trust, with power of sale, the real property located in the County of Loudoun, Virginia, more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Secured Lots").

TOGETHER with all improvements now or hereafter erected thereon;

TOGETHER with all tenements, hereditaments, easements, rights of way, franchises, licenses, permits and appurtenances in any way belonging or related thereto, and any reversions or remainders; and also all present and future leases of said real property or any part thereof, and all extensions, renewals and modifications thereof, or substitutions therefor and guarantee thereof, and all rents, issues and profits therefrom;

TOGETHER with all right, title and interest of Grantor, if any, in and to the land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the above described real estate to the center line thereof;

TO HAVE AND TO HOLD the above granted property (the "Property") with the appurtenances, and any after-acquired title Grantor may subsequently obtain therein, unto Trustees, their survivor, or other successors in trust, forever; and Grantor warrants specially the title to the Property, free from any liens prior to this Deed of Trust except as may be allowed herein, and will execute such further assurances of title as may be requisite.

PROVIDED, ALWAYS, however, that if Grantor shall perform fully under the Agreements, and shall fully comply with every material covenant and condition set forth herein, then these presents and the estate hereby granted shall cease, and be void, provided, further, that until the happening of any occurrence or event which gives Beneficiary the option to assert a breach of any or all of the Agreements, Grantor shall have the right to possess and enjoy the Property.

This conveyance is made in trust to secure and enforce the performance of the covenants and agreements of Grantor herein contained and the obligations of Grantor under the Agreements until such time as the Deposit is fully credited to Beneficiary in accordance with the Agreements.

AND Grantor jointly and severally covenants and agrees as follows:

1. Performance of Obligations By Grantor. Grantor will promptly and diligently perform its obligations under the Agreements.
2. Performance of Obligations by Beneficiary. Beneficiary will promptly and diligently perform its obligations under the Agreements.
3. Taxes. Grantor will pay when due all taxes, assessments, water rates, sewer rents and other charges now or hereafter payable related to the Property, and if Grantor fails to do so, Beneficiary may, with prior written notice to Grantor, pay the same or any of them. Monies so paid shall be added to the amount of Deposits and shall be credited to the Beneficiary in accordance with the terms of the Agreements.
4. Insurance. Grantor shall keep any improvements on the Property insured against damage by fire and the other hazards covered by a standard extended coverage insurance policy for the full insurable value thereof (which, unless Beneficiary shall otherwise agree in writing, shall mean the full repair and replacement value thereof without reduction for depreciation or co-insurance). All such insurance shall be in such form and with such companies as may be determined by Grantor, and subject to the approval of the Beneficiary, said approval not to be unreasonably withheld, conditioned or delayed. Grantor shall name Beneficiary as mortgagee pursuant to a standard mortgagee clause, without contribution. If Grantor fails to comply with

this Paragraph, Beneficiary may, with prior written notice to Grantor, and at Beneficiary's option, effect such insurance from year to year and pay the premiums therefor. Monies so paid shall be added to the amount of Deposits hereby secured and shall be payable on demand. If the Grantor receives any money from such insurance for a loss of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) or less, such amount may be retained by the Grantor. If Grantor receives any money from such insurance for a loss in excess of One Hundred Fifth Thousand and No/100 Dollars (\$150,000.00), such amount may, at the option of Beneficiary, be retained and applied by Beneficiary toward the next Deposit Credits secured by this Deed of Trust, to be applied in the order of applicability, whether or not the same are then due and payable. In the event of a foreclosure of this Deed of Trust, Beneficiary shall succeed to all rights of Grantor, in and to all policies of insurance required herein.

5. Default.

a. Subject to the Grantor's right to cure as hereunder set forth, the whole of the Deposits hereby secured shall become due at the option of Beneficiary after default by Grantor under any of the Agreements and the expiration of any other applicable cure periods pursuant to the Agreements, or (i) after default in the payment when due of any tax, assessment, water rate, sewer rent or other charge on, or against the Property; or (ii) after default with respect to the insurance requirements herein; or (iii) upon the actual or threatened waste of the Property; or (iv) after default hereunder concerning any Federal or local tax lien on the Property; or (v) upon default in the observance or performance of any other material covenants of Grantor under the Agreements or hereunder; or (vi) if by order of a court of competent jurisdiction, a receiver or liquidator or trustee of Grantor, or of any of its property, shall be appointed and shall not have been discharged within ninety (90) days, or shall be consented to by Grantor, or if Grantor shall be adjudicated bankrupt or insolvent, or any of the property of Grantor shall have been sequestered and such decree shall have continued undischarged and unstayed for ninety (90) days after the entry thereof, or if Grantor shall file a voluntary petition in bankruptcy or a petition for reorganization under any applicable state or federal law, or if any involuntary petition against Grantor under any such law shall be filed against Grantor and shall not have been discharged within one hundred eighty (180) days after the filing thereof, or if Grantor shall make an assignment for the benefit of creditors.

b. In the event of default by the Grantor which shall lead to a foreclosure pursuant to the terms of this Deed of Trust, the Beneficiary shall be entitled to seek a deficiency judgment in the event that the amount realized at the foreclosure sale shall not be sufficient to pay the Deposits, the trustees' fees, attorneys' fees, and all other costs relative to the foreclosure sale.

c. There shall be no personal liability on the part of the Grantor or any of the corporate officers and directors thereof for the repayment of the Deposits secured by this Deed of Trust.

d. The existence of any event of default referred to in this Deed of Trust shall constitute an event of default thirty (30) days after the Beneficiary shall have mailed written notice of default to the Grantor, which notice shall generally set forth the nature and extent of such default, and the action that must be taken by the Grantor to cure such default. The Grantor shall be permitted to fully and completely cure any event of default referred to herein within the aforesaid thirty (30) day period provided, however, that if such event of default can not reasonably be cured within such thirty (30) day period but the Grantor has undertaken to cure such default in good faith, and diligently and in a commercially reasonable manner, continues to take steps to cure such default, then the Grantor's right to cure shall be extended for such reasonable period of time as may be necessary to fully effect such cure.

6. Grantor's Development Rights. Nothing set forth in this Deed of Trust shall be construed to prohibit, limit, restrict or impede the Grantor from taking any actions that the Grantor may deem necessary or desirable in connection with the design, planning, development, engineering or improvement of the Property, including, without limitation: (i) requesting or seeking to amend any development plan, development condition or proffers relating to the Property; or (ii) the granting of record to any applicable governmental authority, utility or other person or entity or dedicating or conveying any and all rights of way, drainage, detention and utility easements, trail easements, ingress and egress easements, construction easements, grading easements, easements for cable television, slope, sight distance, and other easements; or (iii) undertaking such boundary line adjustments or subdivisions of all or any portion of the Property. The Beneficiary agrees to promptly execute, acknowledge and deliver such consents, acknowledgements, certifications, applications, permits or other documents, contracts or agreements, that may be reasonably required by the Grantor in connection with the development, design, engineering, planning or improvement of the Real Property.

7. Beneficiary Actions. After any default in the performance of any of Grantor's covenants herein, and after the expiration of any applicable cure periods pursuant to the Agreements, Beneficiary may, at its option, perform the same and the cost thereof (including, but not limited to reasonable attorneys' fees) shall immediately be due from Grantor to Beneficiary on demand and shall be included within the Deposits hereby secured.

8. Notice. Every provision for notice and demand or request shall be deemed fulfilled and effective when in writing and when either (a) personally served on any one of the persons who shall at the time hold the record title to the Property, or on their personal representatives or successors, or (b) placed in the mail by depositing it in the U.S. Mail, enclosed in a postpaid envelope addressed to any one of such persons at his or their address last known to Beneficiary. As of the date hereof, such addresses are as set forth in Paragraph 24 hereof.

9. Fees and Costs. If after default hereunder by Grantor, and after the expiration of any applicable cure period pursuant to the Agreements, Beneficiary shall incur or expend any sums, including but not limited to reasonable attorneys' fees, whether in connection with any action or proceeding or not, to sustain the lien of this Deed of Trust or its priority, or to protect or

enforce any of its or their rights hereunder, all such sums shall on notice and demand be paid by Grantor, and shall be deemed to be included within the Deposits hereby secured.

10. Condition of Property. Grantor will maintain the Property in good condition and repair, will not allow the Property to waste, and will comply with all statutes and requirements of any governmental authority relating to the Property, including all applicable environmental laws and regulations; Grantor will at all times keep the Property free and clear of any mechanics' liens.

11. Inspection. Upon prior notice to Grantor, Beneficiary and any persons authorized by Beneficiary shall have the right to enter and inspect the Property at all reasonable times.

12. Waivers; Beneficiary's Discretion in Enforcement. Any failure by Beneficiary to insist upon the strict performance by Grantor of any of the provisions hereof shall not be deemed to be a waiver of any of the provisions hereof, and Beneficiary, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Grantor of any and all of the provisions of this Deed of Trust. Beneficiary may proceed to seek foreclosure or any other relief available at law or in equity in any order which Beneficiary may determine, in its sole discretion. Grantor hereby waives all benefit that might accrue to Grantor by virtue of any present or future homestead exemption or other law exempting the Property, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale on execution, or providing for any appraisal, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment, any right to have the Property marshaled; and any right to trial by jury in any action brought on, under or by virtue of this Deed of Trust.

13. Foreclosure. Subject to the terms and provisions set forth herein and after the expiration of any applicable cure period, if default should be made in the payment of the Deposits hereby secured, Trustees shall thereupon or at any time thereafter, at the request of Beneficiary, declare the Deposits hereby secured to be at once due and payable, and after providing and publishing notice of such sale as is required by applicable law, sell the Property or any portion thereof requested by Beneficiary to be sold, as an entirety or in parcels, by one sale or by several postponement of sales as may be deemed by Trustees to be appropriate and without regard to any right of Grantor or any other person to the marshalling of assets, at public auction, at such time or times, at such place or places, and upon such terms and conditions as Trustees shall deem appropriate. The terms of sale being complied with, Trustees shall deliver to the purchaser Trustees' deed conveying the Property so sold, without any covenant or warranty expressed or implied. The recitals in Trustees' deed shall be prima facie evidence of the truth of the statements made therein. Upon any sale of the Property under this Deed of Trust whether under the assent to a decree, the power of sale, or by equitable foreclosure, the proceeds of sale shall be applied (after paying all expenses of sale, including reasonable attorneys' fees and a commission to the Trustees making the sale of two percent (2%) of the amount of the said sale or sales, and also all taxes and assessments, rents and prior liens thereon due which Trustees or Beneficiary deem it advisable or expedient to pay, and all sums advanced as herein provided for) to the payment of all then due real estate taxes, to the payment of the Deposits hereby secured

(including all other applicable fees and charges, if any, to the date of payment), to all other liens according to their priority, and finally paying over the surplus of such sale proceeds, if any, to Grantor or to any person entitled thereto upon the surrender and delivery to the purchaser of possession of the Property, hereunder, less the expense, if any, of obtaining possession thereof. Immediately upon the first insertion of any advertisement or notice of sale, Grantor shall owe all expenses incident to said advertisement or notice, all court costs and all expenses incident to any foreclosure proceedings under this Deed of Trust, including reasonable attorneys' fees and a commission on the total amount of the indebtedness equal to one percent (1%) of the then indebtedness hereby secured, and no party shall be required to receive only that portion of the indebtedness hereby secured attributable to the Note unless the same be accompanied by a tender of the Deposits hereby secured.

14. Rights Cumulative; Survival. The rights and powers of Beneficiary and Trustees arising under this Deed of Trust shall be separate and cumulative and none of them shall be in exclusion of the others. All covenants, representations and warranties of Grantor hereunder survive recording of this Deed of Trust and continue thereafter.

15. Subordination. Beneficiary acknowledges and agrees that as of the date of this Deed of Trust is a second priority Deed of Trust. This Deed of Trust is expressly subordinate to the lien, operation and effect of all of the terms and conditions of that certain Deed of Trust and Security Agreement dated December 1, 1999, and recorded December 2, 1999, at Deed Book 1734, Page 741, among the land records maintained in the Clerk's Office of the Circuit Court of Loudoun County, Virginia (the "Prior Deed of Trust"). The Grantor agrees to exercise reasonable, good faith efforts to assure that the beneficiary under the Prior Deed of Trust shall give the Beneficiary of this Deed of Trust notice of any default under or pursuant to the terms and conditions of the Prior Deed of Trust, or notice of default of any amount secured thereby.

16. Mandatory Partial Releases Upon Release of Prior Deed of Trust. Beneficiary agrees that, notwithstanding anything to the contrary contained herein, provided that (a) there is no uncured event of default existing under or pursuant to the terms and conditions hereof; and, (b) there is no uncured event of default existing under or pursuant to the terms and conditions of the Agreements, then the Beneficiary shall, at the cost and expense of the Grantor, execute, acknowledge and deliver a partial release of this Deed of Trust with respect to any and all of the property that may be released from the terms and conditions of the Prior Deed of Trust; provided however, that such partial release of this Deed of Trust pursuant to the provisions of this Section shall not result in there being less than Five Hundred (500) of the Lots at the Property that are to be sold by the Grantor to the Beneficiary subject to the lien, operation and effect of this Deed of Trust. The Beneficiary agrees to execute, acknowledge and deliver partial releases of this Deed of Trust within five (5) days of the date of delivery to the Beneficiary of certified true copies of releases of the lien of the Prior Deed of Trust with respect to all or any portion of the Property released from the lien, operation and effect of the Prior Deed of Trust. The Beneficiary further agrees to promptly provide to the Grantor partial releases of the lien of this Deed of Trust as the Deposit is credited to the purchase of the Property by the Beneficiary (or its successors or assigns) in accordance with the terms of the Agreements.

17. Conditional Partial Releases. Beneficiary agrees that, notwithstanding anything to the contrary contained herein, provided that (a) there is no uncured event of default existing under or pursuant to the terms and conditions hereof; and, (b) there is no uncured event of default existing under or pursuant to the terms and conditions of the Agreements, then the Beneficiary shall, at the cost and expense of the Grantor, execute, acknowledge and deliver to the Grantor a Partial Release of this Deed of Trust with respect to any and all of the Property that may be released from the terms and conditions of the Prior Deed of Trust (the "Released Property") at such time as the Grantor has entered into a bona fide development loan commitment, contract or other agreement with a third-party lender pursuant to which the Grantor has agreed to subject the Released Property to a deed of trust, mortgage or other encumbrance for the benefit of such third-party lender (the "New Lien"). The Beneficiary agrees to execute, acknowledge and deliver Partial Releases of this Deed of Trust within five (5) days of the date of delivery to the Beneficiary of: (i) certified true copies of releases of the lien of the Prior Deed of Trust with respect to the Released Property; and (ii) a copy of the bona fide development loan commitment, contract or other agreement between the Grantor and a third-party lender relating to the New Lien.

18. Renewal/Refinancing of Prior Deed of Trust. In the event that the Grantor hereafter elects to renew, refinance, modify, or extend the amount due under and secured by the Prior Deed of Trust, the Beneficiary agrees to execute, acknowledge and deliver such agreements or other instruments as may be necessary to subordinate the lien, operation and effect of this Deed of Trust to the lien, operation, and effect of any deed of trust, mortgage, or other encumbrance recorded or to be recorded in connection with such renewal, refinancing, modification, or extension (the "Refinancing Lien"); provided, however, that in no event shall the Beneficiary be required to subordinate the lien operation and effect of this Deed of Trust to any Refinancing Lien if the principal balance of such Refinancing Lien exceeds fifty percent

(50%) of the then current fair market value of the property subject to such Refinancing Lien. The Beneficiary agrees to execute, acknowledge and deliver such subordination agreement or other instrument within five (5) days of the date of the delivery to the Beneficiary of: (i) a copy of the commitment, contract or other agreement pursuant to which the Grantor has agreed to renew, refinance, modify or extend the Prior Deed of Trust; and (ii) a copy of the MAI Appraisal indicating that principal balance of the Refinancing Lien does not exceed fifty percent (50%) of the then current fair market value of the property subject to such Refinancing Lien.

19. Beneficiary's Performance Under and Pursuant to the Terms of the Agreement.

This Deed of Trust is made and entered into by the Grantor for the benefit of the Beneficiary to secure the Grantor's performance under and pursuant to the terms of the Agreements. In the event that the Beneficiary defaults under or pursuant to the terms and conditions of the Beneficiary's obligations arising out of or pursuant to the terms of all or any one (1) of the series of ten (10) Agreements (the "Defaulted Agreement"), the Beneficiary agrees to promptly release this Deed of Trust, upon receipt of written demand therefor from the Grantor, as it relates to or otherwise encumbers the Property and the Secured Lots that are to be sold by the Grantor to the Beneficiary pursuant to the Defaulted Agreement.

20. Substitute Trustees.

Beneficiary is hereby granted by Grantor the irrevocable power to appoint as often as it desires a substitute Trustee or Trustees hereunder and to remove Trustees to be exercised at any time hereafter, with or without cause and without notice of filing for record in the office where this instrument is recorded a Deed of Appointment and causing a copy thereof to be delivered to the Grantor. Upon the recordation of such Deed of Appointment, the Trustee so appointed shall thereupon, without any further act or deed of conveyance, become fully vested with identically the same title and estate in and to the Property and with all the rights and duties of such Trustee's predecessor in the trust hereunder with like effect as if originally named as Trustee.

21. Definitions.

Wherever used in this Deed of Trust, unless the context clearly indicates a contrary intent the words "Deed of Trust" shall mean this Deed of Trust and any supplement or supplements hereto, the word "Grantor" shall mean Grantor and/or any subsequent owner or owners of the Property, the word "Beneficiary" shall mean "Beneficiary" of the Deposits secured by this Deed of Trust, the word "person" shall mean "an individual, corporation, partnership, trust or unincorporated association," the word "Property" shall include the real estate hereinbefore described, together with any condemnation awards and any other rights or property interests at any time made subject to the lien of this Deed of Trust by the terms hereof, and pronouns of any gender shall include the other genders, and either the singular or plural shall include the other. All other capitalized terms not defined herein shall have the meanings set forth in the Agreements.

22. Successors; Entire Agreement; Governing Law.

This Deed of Trust and all other documents issued in conjunction therewith, shall be binding upon the parties thereto and their respective heirs, executors, administrators, personal representatives, successors and assigns. This Deed of Trust may not be changed orally, but only by an agreement in writing and signed by the

parties against whom enforcement of any waiver, change, modification or discharge is sought. The validity and construction of all matters pertaining to this Deed of Trust are to be determined according to the laws of the Commonwealth of Virginia.

23. Transfer of Property or Interest in Grantor. The Property shall at all times be owned by Grantor, both legally and equitably. Without Beneficiary's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed, the Property shall not be the subject matter of any transaction whereby the legal or equitable title to all or any part of said Property shall be transferred to anyone else, nor shall any part of the Property be leased, nor shall the Property be further encumbered, except as may be otherwise set forth herein or as Beneficiary shall specifically approve in writing.


24. Addresses. Communications to the Beneficiary hereunder should be addressed to: NVR, Inc., 7601 Lewinsville Road, Suite 300, McLean, Virginia 22102, Attention: Dennis Seremet. The address of Grantor is: Kirkpatrick L.C., 8614 Westwood Center Drive, Suite 900, Vienna, Virginia 22182.

25. Captions. The captions herein set forth are for convenience of reference only and shall not be deemed to define, limit, or describe the scope or intent of this Deed of Trust.

IN WITNESS WHEREOF, Grantor has executed this Deed of Trust as of the date first above written.

GRANTOR:

KIRKPATRICK L.C.

By:  _____ [SEAL]
Title: Managing Member _____

Commonwealth of Virginia)

To Wit

County of Fairfax)

I, Christina Sanders, a notary public in and for the jurisdiction aforesaid, do hereby certify that Ahmad H. Abdul-Baki, who is the ^{Managing}~~Member~~ of KIRKPATRICK L.C., a party to a certain deed of trust bearing date of 12 day of Sept., 2000, and hereto annexed, personally appeared before me in said jurisdiction, the said Ahmad Abdul-Baki being personally well-known to me as (or proved by the oath of credible witnesses to be) the person who executed the said Deed of Trust, and acknowledged the same to be his act and deed.

Given under my hand and seal this 12 day of Sept., 2000.

Christina Sanders
Notary Public

My Commission Expires: 03/31/02

EXHIBIT A

[PROPERTY DESCRIPTION]

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September 12, 2000 9:13 AM

Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

EXHIBIT "A"

TRACT NO. 1:

All that certain tract or parcel of land situate, lying and being in the County of Loudoun, Virginia, and more particularly described as follows:

- 1 400 acres assigned to David James in partition of Benjamin James in Deed Book 3-Z, Page 101, less 3 acres 28 p. conveyed in Deed Book 5-Q, Page 211, 26 acres, 28 p. conveyed in Deed Book 7-D, Page 431, and 19.19 acres conveyed in Deed Book 8-M, Page 74;
2. 33 acres 20 perches acquired in Deed Book 7-C, page 50;
3. 20.602 acres acquired in Deed Book 8-U, Page 261 (less portion within Route #620).

LESS AND EXCEPT, HOWEVER, all of that certain parcel of land, together with all appurtenances thereto and improvements thereon, lying and situate in Loudoun County, Virginia, shown and labeled as "Lot #1" on the Plat attached to the Deed of Subdivision and Dedication recorded in Deed Book 1165 at Page 1627 among the land records of Loudoun County, Virginia and subsequently conveyed by HAZOUT, SA, a Swiss corporation, to CNG TRANSMISSION CORPORATION, a Delaware corporation, by Deed dated March 20, 1992 and recorded on April 30, 1992 in Deed book 1165 at Page 1631, among the said County land records, and described therein as follows:

Beginning at a point on the westerly side of the 30 foot CNG Transmission Corporation permanent easement conveyed and described in Deed Book 1142 at Page 1140 among the land records of Loudoun County, Virginia, said point being S. 59° 27' 08" E. 334.19 feet and S. 10° 56' 50" W. 1756.76 feet from an iron pipe found marking the northwesterly corner of Hazout S.A. (Deed Book 742, Page 360); thence through the property of said Hazout, SA, S. 57° 05' 45" E. 200.00 feet to a point, S. 10° 56' 50" W. 300.00 feet to a point, N. 57° 05' 45" W. 200.00 feet to a point on the westerly side of the aforementioned 30 foot permanent easement; thence along said easement N. 10° 56' 50" E. 300.00 feet to the point of beginning containing 1.37741 acres of land, more or less

TRACT NO. 2:

BEGINNING at a point in the westerly right of way line of State Route 659, a 40 foot wide roadway, said point being a corner to other property of B.B. Byrne, now or formerly, and said point being the Northeast corner of the herein described parcel; thence, with said right of way line S. 00° 54' 00" W. 231.41 feet to a point; thence with a curve to the left, having a radius of 526.79 feet for an arc distance of 234.72 feet to a point a corner to B. Mathew, now or formerly; thence departing said right of way line and with the line of said Mathew, S. 75° 48' 49" W. 123.27 feet to a point, a corner to J.H. Kirkpatrick, now or formerly; thence with said Kirkpatrick, N. 08° 07' 54" E. 492.95 feet to a point in the line of the aforementioned other property of B.B. Byrne, now or formerly; thence with said line N. 75° 40' 54" E. 5.74 feet to the point and place of beginning and containing 0.4921 acres, more or less, as shown on a plat of

R.B. Thomas, Ltd., dated November 15, 1976, recorded in Deed Book 757, at Page 432, among the land records of Loudoun County, Virginia.

LESS AND EXCEPT:

All of that certain parcel of land, together with all appurtenances thereto and improvements thereon, lying and situated in Loudoun County, Virginia and more particularly described in the certain Certificate and Affidavit of Partial Satisfaction dated September 12, 2000, and recorded September ____, 2000, in Deed Book ____, Page ____, among the said County land records and as more particularly described in that certain "Description of Real Property to be Released Pursuant to Certificate and Affidavit of Partial Satisfaction" attached hereto.

\\Production\dlr\clients\0707425\00001\AGT\000911 Exhibit A.doc

Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
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EXHIBIT A

**Description of Real Property to be Released
Pursuant to Certificate and Affidavit of Partial Satisfaction**

K:\0707425\00001\000822 Exhibit Cover.doc

Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
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HUNTLEY, NYCE & ASSOCIATES, LTD.

SURVEYING - CIVIL ENGINEERING - LAND PLANNING

45150 RUSSELL BRANCH PKWY. • SUITE 100 • ASHBURN, VIRGINIA 20147

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ROBERT L. SPROLES P.E.

METES AND BOUNDS DESCRIPTION OF A PORTION OF THE LANDS OF KIRKPATRICK, L.P.

RELEASE PARCEL "A"

PIN #'S 249-39-3807 AND 206-38-3611

DEED BOOK 1734 PAGE 738

MERCER ELECTION DISTRICT ~ DULLES MAGISTERIAL DISTRICT
LOUDOUN COUNTY, VIRGINIA

Beginning at an iron pipe set at the northernmost corner of the lands of Betty Pearl Hott ~ Deed Book 648 Page 537 and Deed Book 1168 Page 1081 ~ PIN# 206-28-0169, said iron pipe set also being on the western right of way line of Gum Springs Road ~ Virginia State Route #659 ~ variable width right of way, and being the southeasternmost corner of Release Parcel "A" described herein;

Thence departing said western right of way line, and with said lands of Betty Pearl Hott S 79°49'42" W 122.93 feet (passing through an iron pipe found at 8.47 feet) to an iron buggy axle found;

Thence continuing with the intended northern line of said lands of Betty Pearl Hott, then with the lands of Donald R. Furlong and Roberta C. Furlong ~ Deed Book 504 Page 493 ~ PIN# 206-27-0745 S 80°43'26" W 1215.61 feet to a point;

Thence departing said northern line of said Donald R. Furlong and Roberta C. Furlong, and through the lands of Kirkpatrick, L.P. the following seven (7) courses and distances:

N 58°44'24" W 300.16 feet to a point;

N 03°54'51" E 314.43 feet to a point;

N 77°17'03" E 47.87 feet to a point;

along a non-tangent curve to the left having a radius of 1000.00 feet, a delta of 32°50'59", an arc length of 573.34 feet, a tangent of 294.79 feet, and a chord bearing and distance of S 83°41'47" E 565.52 feet to a point;

N 79°52'44" E 546.59 feet to a point;

along a curve to the right having a radius of 2200.00 feet, a delta of 05°13'16", an arc length of 200.47 feet, a tangent of 100.31 feet, and a chord bearing and distance of N 82°29'21" E 200.40 feet to a point;

Order: VZ93V52YW

Address: 41870 Inspiration Ter

Order Date: 02-21-2020

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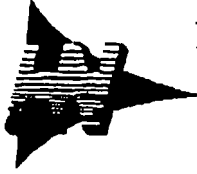
HomeWiseDocs

N 85°05'59" E 189.20 feet to a point, said point being on aforesaid western right of way line of Gum Springs Road;

Thence with said western right of way line the following two (2) courses and distances:

S 04°52'09" W 117.34 feet to an iron pipe set;

along a curve to the left having a radius of 497.46 feet, a delta of 26°01'22", an arc length of 225.94 feet, a tangent of 114.95 feet, and a chord bearing and distance of S 08°08'32" E 224.00 feet to the point of beginning and containing 565,868 Square Feet ~ 12.9905 Acres and being shown as Release Parcel "A" on a plat entitled "Exhibit Plat Showing Release Areas on the lands of Kirkpatrick, L.P.", dated July 20, 2000, and prepared by Huntley, Nyce & Associates, Ltd.;



HUNTLEY, NYCE & ASSOCIATES, LTD.

SURVEYING - CIVIL ENGINEERING - LAND PLANNING

45150 RUSSELL BRANCH PKWY. • SUITE 100 • ASHBURN, VIRGINIA 20147
(703) 729-0145 • FAX (703) 729-2891

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VICE PRESIDENT
ROBERT L. SPROLES P.E.

METES AND BOUNDS DESCRIPTION OF A PORTION OF THE LANDS OF KIRKPATRICK, L.P.

RELEASE PARCEL "B"

PIN #'S 249-39-3807 AND 206-38-3611

DEED BOOK 1734 PAGE 738

MERCER ELECTION DISTRICT ~ DULLES MAGISTERIAL DISTRICT
LOUDOUN COUNTY, VIRGINIA

Commencing at an iron pipe set at the northernmost corner of the lands of Betty Pearl Hott ~ Deed Book 648 Page 537 and Deed Book 1168 Page 1081 ~ PIN# 206-28-0169, said iron pipe set also being on the western right of way line of Gum Springs Road ~ Virginia State Route #659 ~ variable width right of way;

Thence departing said western right of way line, and with said lands of Betty Pearl Hott S 79°49'42" W 122.93 feet (passing through an iron pipe found at 8.47 feet) to an iron buggy axle found;

Thence continuing with the intended northern line of said lands of Betty Pearl Hott, then with the lands of Donald R. Furlong and Roberta C. Furlong ~ Deed Book 504 Page 493 ~ PIN# 206-27-0745 S 80°43'26" W 1215.61 feet to a point;

Thence departing said northern line of said Donald R. Furlong and Roberta C. Furlong, and through the lands of Kirkpatrick, L.P. the following three (3) courses and distances:

N 58°44'24" W 300.16 feet to a point;

N 03°54'51" E 314.43 feet to a point;

N 77°17'03" E 47.87 feet to a point, said point being the **Point of Beginning**;

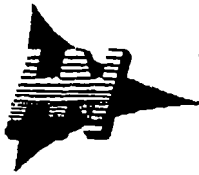
Thence departing said Point of Beginning, and continuing through the lands of Kirkpatrick, L.P. the following two (2) courses and distances:

on a prolongation of the previous course N 77°17'03" E 50.66 feet to a point;

N 19°52'08" W 1202.18 feet to a point, said point being on the southern line of the lands of Douglas O. Kent and Linda D. Kent ~ Deed Book 1346 Book 1526 ~ PIN# 206-47-6403;

Thence with said lands of Douglas O. Kent and Linda D. Kent the following three (3) courses and distances:

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HUNTLEY, NYCE & ASSOCIATES, LTD.
SURVEYING - CIVIL ENGINEERING - LAND PLANNING

45150 RUSSELL BRANCH PKWY. • SUITE 100 • ASHBURN, VIRGINIA 20147
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DIRECTORS

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ROBERT L. SPROLES P.E.

**METES AND BOUNDS DESCRIPTION
OF A PORTION OF THE LANDS OF
KIRKPATRICK, L.P.
RELEASE PARCEL "C"
PIN # 249-39-3807
DEED BOOK 1734 PAGE 738
MERCER ELECTION DISTRICT ~ DULLES MAGISTERIAL DISTRICT
LOUDOUN COUNTY, VIRGINIA**

Commencing at an iron pipe set at the northernmost corner of the lands of Betty Pearl Hott ~ Deed Book 648 Page 537 and Deed Book 1168 Page 1081 ~ PIN# 206-28-0169, said iron pipe set also being on the western right of way line of Gum Springs Road ~ Virginia State Route #659 ~ variable width right of way;

Thence departing said western right of way line, and with said lands of Betty Pearl Hott S 79°49'42" W 122.93 feet (passing through an iron pipe found at 8.47 feet) to an iron buggy axle found;

Thence continuing with the intended northern line of said lands of Betty Pearl Hott, then with the lands of Donald R. Furlong and Roberta C. Furlong ~ Deed Book 504 Page 493 ~ PIN# 206-27-0745 S 80°43'26" W 1215.61 feet to a point;

Thence departing said northern line of said Donald R. Furlong and Roberta C. Furlong, and through the lands of Kirkpatrick, L.P. the following three (3) courses and distances:

N 58°44'24" W 300.16 feet to a point;

N 03°54'51" E 314.43 feet to a point;

N 77°17'03" E 47.87 feet to a point, said point being the **Point of Beginning**;

Thence departing said Point of Beginning, and continuing through the lands of Kirkpatrick, L.P. the following fourteen (14) courses and distances:

along a non-tangent curve to the right having a radius of 1000.00 feet, a delta of 14°25'03", an arc length of 251.63 feet, a tangent of 126.49 feet, a chord bearing and distance of N 60°03'46" W 250.97 feet to a point;

along a curve to the left having a radius of 1000.00 feet, a delta of 34°55'51", an arc length of 609.66 feet, a tangent of 314.64 feet, a chord bearing and distance of N 70°19'10" W 600.26 feet to a point;

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along a curve to the right having a radius of 580.00 feet, a delta of 48°47'53", an arc length of 493.98, feet, a tangent of 263.09 feet, a chord bearing and distance of N 63°23'09" W 479.18 feet to a point;

N 51°00'48" E 28.50 feet to a point;

N 38°39'01" E 292.24 feet to point;

N 31°50'14" E 77.35 feet to a point;

S 29°06'57" E 27.69 feet to a point;

N 77°00'44" E 120.75 feet to a point;

S 89°45'01" E 50.35 feet to a point;

N 83°00'54" E 112.75 feet to a point;

N 06°40'06" W 75.25 feet to a point;

N 34°11'01" E 134.40 feet to a point;

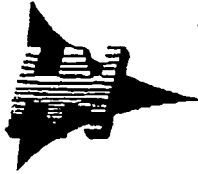
N 64°37'42" E 53.74 feet to a point;

N 43°58'09" E 159.76 feet to a point, said point being on the southern line of the lands of Douglas O. Kent and Linda D. Kent ~ Deed Book 1346 Book 1526 ~ PIN# 206-47-6403;

Thence with said lands of Douglas O. Kent and Linda D. Kent S 58°49'10" E 101.48 feet to a point;

Thence departing said lands of Douglas O. Kent and Linda D. Kent, and through the lands of Kirkpatrick, L.P. S 19°52'08" E 1202.18 feet to a point,

S 77°17'03" W 50.66 feet to the point of beginning and containing 673,027 Square Feet ~ 15.4506 Acres and being shown as Release Parcel "C" on a plat entitled "Exhibit Plat Showing Release Areas on the lands of Kirkpatrick, L.P.", dated July 20, 2000, and prepared by Huntley, Nyce & Associates, Ltd.;



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DIRECTORS

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**METES AND BOUNDS DESCRIPTION
OF A PORTION OF THE LANDS OF
KIRKPATRICK, L.P.
RELEASE PARCEL "D"
PIN # 249-39-3807
DEED BOOK 1734 PAGE 738
MERCER ELECTION DISTRICT ~ DULLES MAGISTERIAL DISTRICT
LOUDOUN COUNTY, VIRGINIA**

Commencing at the northernmost corner of the lands of Kirkpatrick, L.P., said corner being marked by an iron pipe set on the southern line of the lands of Virginia Industrial Properties I, L.P. ~ Deed Book 1084 Page 496 ~ PIN# 205-36-2224;

Thence through the lands of Kirkpatrick, L.P. S 11°59'09" E 987.98 feet to the **Point of Beginning**;

Thence departing the Point of Beginning, and continuing through the lands of Kirkpatrick, L.P. the following ten (10) courses and distances:

S 78°13'58" E 355.38 feet to a point;

N 02°05'42" E 79.63 feet to a point;

N 82°32'48" E 220.36 feet to a point;

S 78°13'58" E 91.23 feet to a point;

S 85°34'53" E 71.45 feet to a point;

along a non-tangent curve to the left having a radius of 677.11 feet, a delta of 25°34'02", an arc length of 302.15 feet, a tangent of 153.63 feet, and a chord bearing and distance of S 08°21'54" E 299.64 feet to a point;

S 21°08'55" E 198.59 feet to a point;

S 68°51'05" W 795.22 feet to a point;

N 78°13'58" W 255.67 feet to a point;

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N 11°46'02" E 720.00 feet to the Point of Beginning and containing 545,233 Square Feet ~ 12.5168 Acres and being shown as Release Parcel "D" on a plat entitled "Exhibit Plat Showing Release Areas on the lands of Kirkpatrick, L.P.", dated July 20, 2000, and prepared by Huntley, Nyce & Associates, Ltd.;

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DIRECTORS
CHAIRMAN OF THE BOARD
CHARLES J. HUNTLEY

PRESIDENT
LESTER O. NYCE P.E.

VICE PRESIDENT
ROBERT L. SPROLES P.E.

**METES AND BOUNDS DESCRIPTION
OF A PORTION OF THE LANDS OF
KIRKPATRICK, L.P.
RELEASE PARCEL "H"
PIN #'S 249-39-3807
DEED BOOK 1734 PAGE 738
MERCER ELECTION DISTRICT - DULLES MAGISTERIAL DISTRICT
LOUDOUN COUNTY, VIRGINIA**

Commencing at an iron pipe set at the northernmost corner of the lands of Betty Pearl Hott ~ Deed Book 648 Page 537 and Deed Book 1168 Page 1081 ~ PIN# 206-28-0169, said iron pipe set also being on the western right of way line of Gum Springs Road ~ Virginia State Route #659 ~ variable width right of way;

Thence departing said western right of way line, and with said lands of Betty Pearl Hott S 79°49'42" W 122.93 feet (passing through an iron pipe found at 8.47 feet) to an iron buggy axle found;

Thence continuing with the intended northern line of said lands of Betty Pearl Hott, then with the lands of Donald R. Furlong and Roberta C. Furlong ~ Deed Book 504 Page 493 ~ PIN# 206-27-0745, then with the lands of Martin F. Charpentier and Marian E. Charpentier ~ Deed Book 483 Page 471 ~ PIN# 206-26-5750, S 80°43'26" W 2002.42 feet to a point;

Thence departing said lands of Martin F. Charpentier and Marian E. Charpentier, and through the lands of Kirkpatrick, L.P. N 58°17'30" W 512.99 feet to the **Point of Beginning**;

Thence departing the Point of Beginning, and continuing through the lands of Kirkpatrick, L.P. the following thirteen (13) courses and distances:

on a prolongation of the previous course N 58°17'30" W 482.50 feet to a point;

along a curve to the right having a radius of 25.00 feet, a delta of 90°00'00", an arc length of 39.27 feet, a tangent of 25.00 feet, and a chord bearing and distance of N 13°17'30" W 35.36 feet to a point;

N 31°42'30" E 206.49 feet to a point;

along a curve to the right having a radius of 972.50 feet, a delta of 07°34'42", an arc length of 128.63 feet, a tangent of 64.41 feet, and a chord bearing and distance of N 35°29'51" E 128.54 feet to a point;

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N 39°17'12" E 209.47 feet to a point;

along a curve to the right having a radius of 25.00 feet, a delta of 84°00'12", an arc length of 36.65 feet, a tangent of 22.51 feet, and a chord bearing and distance of N 81°17'18" E 33.46 feet to a point;

N 33°17'24" E 28.50 feet to a point;

along a non-tangent curve to the left having a radius of 580.00 feet, a delta of 31°04'29", an arc length of 314.57 feet, a tangent of 161.26 feet, and a chord bearing and distance of S 72°14'51" E 310.73 feet to a point;

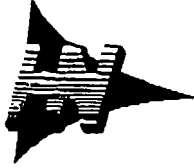
along a curve to the right having a radius of 1000.00 feet, a delta of 02°17'59", an arc length of 40.14 feet, a tangent of 20.07 feet, and a chord bearing and distance of S 86°38'06" E 40.13 feet to a point;

S 04°30'54" W 28.50 feet to a point;

S 07°22'01" W 123.19 feet to a point;

along a curve to the right having a radius of 500.00 feet, a delta of 24°20'29", an arc length of 212.42 feet, a tangent of 107.84 feet, and a chord bearing and distance of S 19°32'15" W 210.82 feet to a point;

S 31°42'30" W 367.89 feet to the point of beginning and containing 312,251 Square Feet ~ 7.1683 Acres and being shown as Release Parcel "H" on a plat entitled "Exhibit Plat Showing Release Areas on the lands of Kirkpatrick, L.P.", dated July 20, 2000, and prepared by Huntley, Nyce & Associates, Ltd.;



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DIRECTORS

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**METES AND BOUNDS DESCRIPTION
OF A PORTION OF THE LANDS OF
KIRKPATRICK, L.P.**

RELEASE PARCEL "I"

PIN #'S 249-39-3807

DEED BOOK 1734 PAGE 738

**MERCER ELECTION DISTRICT ~ DULLES MAGISTERIAL DISTRICT
LOUDOUN COUNTY, VIRGINIA**

Commencing at an iron pipe set at the northernmost corner of the lands of Betty Pearl Hott ~ Deed Book 648 Page 537 and Deed Book 1168 Page 1081 ~ PIN# 206-28-0169, said iron pipe set also being on the western right of way line of Gum Springs Road ~ Virginia State Route #659 ~ variable width right of way;

Thence departing said western right of way line, and with said lands of Betty Pearl Hott S 79°49'42" W 122.93 feet (passing through an iron pipe found at 8.47 feet) to an iron buggy axle found;

Thence continuing with the intended northern line of said lands of Betty Pearl Hott, then with the lands of Donald R. Furlong and Roberta C. Furlong ~ Deed Book 504 Page 493 ~ PIN# 206-27-0745 S 80°43'26" W 1215.61 feet to a point, said point being the **Point of Beginning**;

Thence departing the Point of Beginning and continuing with the lands of Donald R. Furlong and Roberta C. Furlong, then with the lands of Martin F. Charpentier and Marian E. Charpentier ~ Deed Book 483 Page 471 ~ PIN# 206-26-5750, on a prolongation of the previous course S 80°43'26" W 786.81 feet to a point;

Thence departing said lands of Martin F. Charpentier and Marian E. Charpentier, and through the lands of Kirkpatrick, L.P. the following ten (10) courses and distances:

N 58°17'30" W 512.99 feet to a point;

N 31°42'30" E 367.89 feet to a point;

along a curve to the left having a radius of 500.00 feet, a delta of 24°20'29", an arc length of 212.42 feet, a tangent of 107.84 feet, and a chord bearing and distance of N 19°32'15" E 210.82 feet to a point;

N 07°22'01" E 123.19 feet to a point;

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N 04°30'54" E 28.50 feet to a point;

along a non-tangent curve to the right having a radius of 1000.00 feet, a delta of 32°37'52", an arc length of 569.52 feet, a tangent of 292.72 feet, a chord bearing and distance of S 69°10'10" E 561.86 feet to a point;

along a curve to the left having a radius of 1000.00 feet, a delta 14°25'03", an arc length of 251.63 feet, a tangent of 126.49 feet, a chord bearing and distance of S 60°03'46" E 250.97 feet to a point;

S 77°17'03" W 47.87 feet to a point,

S 03°54'51" W 314.43 feet to a point;

S 58°44'24" E 300.16 feet to the point of beginning and containing 647,490 Square Feet ~ 14.8643 Acres and being shown as Release Parcel "I" on a plat entitled "Exhibit Plat Showing Release Areas on the lands of Kirkpatrick, L.P.", dated July 20, 2000, and prepared by Huntley, Nyce & Associates, Ltd.;

Compliance Inspection Form

Kirkpatrick Farms Homeowners Association

Unit Owner: Estate of Camerron Taylor
Property Address: 41870 Inspiration Ter
Aldie, VA 20105-4615

Inspector's Name: Management
Date of Inspection: 2/25/2020
Date Ordered: 02-21-2020

Inspectors Observations/Comments:

No observations or comments.

Covenant Violations Noted:

No covenant violations noted.

Closing Comments:

No closing comments.

Insurance Dec Page
Condominiums at Kirkpatrick Farms (The)

Order: VZ93V52YW
Address: 41870 Inspiration Ter
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/12/2019

PRODUCER Brent R. Lucas 17-A Fort Evans Road NE Leesburg, VA 20176 Phone - 703.779.0111 Fax 703.779.0561	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED The Condominiums at Kirkpatrick Farms C/O Cardinal Management Group 4330 Prince William Parkway #201 Woodbridge, VA 22192-5361	INSURER A: Nationwide Mutual Insurance Company	
	INSURER B: CNA	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR _____ _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	ACP 2402863844	11/15/2019	11/15/2020	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS _____ _____	ACP 2402863844	11/15/2019	11/15/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	ACP 2402863844	11/15/2019	11/15/2020	EACH OCCURRENCE	\$ 4,000,000
						AGGREGATE	\$ 4,000,000
							\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
B		OTHER Director's & Officer's Liability	0251184199	11/15/2019	11/15/2020		\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Condominium Association - 158 Units - \$5,000 Deductible - \$58,246,200 Blanket Building Coverage - Replacement Cost
 Crime (Fiduciary/Employee Dishonesty) - \$500,000 (Management Company is an additional insured on Crime coverage)

CERTIFICATE HOLDER The Condominiums at Kirkpatrick Farms C/O Cardinal Management Group 4330 Prince William Parkway #201 Woodbridge, VA 22192-5361	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Brent R Lucas</i>
--	--

Order: VZ920702YM
 Address: 4330 Prince William Parkway
 Order Date: 02-21-2020
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

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Policies and Resolutions
Condominiums at Kirkpatrick Farms (The)

Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
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**UNIT OWNERS ASSOCIATION OF
THE CONDOMINIUMS AT KIRKPATRICK FARMS**

POLICY RESOLUTION NO. 09-01

(Rules governing satellite dishes and exterior antennae)

WHEREAS. the Board of Directors of the Unit Owners Association of The Condominiums at Kirkpatrick Farms ("Association") is responsible for the regulation and enforcement of architectural controls within the Condominium; and

WHEREAS. the Association's Bylaws prohibits unit owners from placing any structures on the Association's common elements without the prior written approval of the Board of Directors;

WHEREAS. Article XI, Section 1(q) of the Bylaws provides that except as specifically allowed by governmental regulations, no exterior antennae of any type may be erected or maintained within the Condominium without the prior written consent of the Board of Directors;

WHEREAS. the plans recorded for the units within the Condominium denote that the balconies attached to each unit are Limited Common Elements; and.

WHEREAS. the Board of Directors ("Board") believes it is in the best interest of the Association for the Board to adopt reasonable rules governing installation, maintenance, and use of satellite dishes and exterior antennas which: a) are consistent with the rules of the Federal Communication Commission ("FCC"); b) protect the integrity of the Condominium's common element components and its aesthetic appearance; and c) provide the residents with reasonable options to receive their desired television service.

NOW, THEREFORE. the Board of Directors adopts the following rules and regulations:

I. DEFINITIONS

Antenna: Any device, including any supporting structures, used for the receipt of video programming services, including direct broadcast satellite dish (DBS), television broadcast antennas, and multipoint distribution service antennas (MDS), or wireless service. Satellite dishes are included within the definition of Antenna. Devices used for the transmission of any sort of signal are not included in the definition of antenna and are strictly prohibited from the premises.

II. APPLICATION RULES

A. Whenever any resident wants to install an Antenna which in any way is connected to, penetrates or rises into or over the general common elements of the Condominium, the resident must submit an application for approval to the Board in advance of the installation and then receive approval from the Board before commencing the installation.

B. Owners are permitted to install an Antenna without first submitting an Application for approval to the Board when the resident performs the installation in an area solely within their complete, exclusive use (including their Unit and appurtenant Limited Common Elements) and which does not require any penetration into or over the common elements.

C. Residents must submit their applications in writing to the Association's management agent.

D. The Association will not accept incomplete applications for review. In order for the application to be complete, it must contain: (a) a certification that the installation will be performed by a professional. (b) a waiver of all claims of liability against the Association and an assumption of all risks associated with the installation. (c) an acceptance of responsibility for all damages which might occur to property or person as a result of the installation. (d) a certificate of insurance of at least \$25,000.00 of coverage for liabilities associated with the installation of an Antenna, which names the Association as an additional insured and which is primary over any policy owned by the Association. (e) all information about the type, design and proposed location for the structure. (f) a written certification that installation of the Antenna in the designated preferred locations would not afford sufficient signal strength for adequate reception, and (g) a precise statement describing the alternative location where sufficient signal strength is adequate for reception.

III. INSTALLATION RULES

A. Antenna Size and Type

1. Residents may install an Antenna that is one meter (39.37 inches) or less in diameter within their exclusive use area or the designated common element area. Any structure larger than one meter in diameter is strictly prohibited.

2. Pursuant to the FCC regulations, residents may install a regular TV antenna designed to receive local broadcast stations.

3. Residents may not install any type of antenna or other device which transmits a signal of any sort or disrupts the reception of the radios and television sets of neighbors. Such installations are strictly prohibited.

4. Residents may not install any type of Antenna not specifically protected by the FCC regulations.

5. Only one (1) Antenna for each type of permitted service may be installed. If a resident wishes to install an additional Antenna for a particular type of permitted service, prior written approval must be obtained from the Board.

B. Location

1. In the event that a resident is not able to install the Antenna in an area within the resident's complete and exclusive use in a manner that complies with this Resolution, the resident must submit an application to the Board to install the Antenna in an approved common element area as required in Section II above. Common element areas that the Board will consider for approval in a resident's application are the roofs of the common element Meter Rooms located adjacent to the units.

2. Unless a resident obtains prior approval from the Board of Directors, residents are not permitted to install an Antenna that in any way, shape or form encroaches upon or penetrates any common element, or any other resident's individual unit or limited common element space. This restriction includes any intrusion in to the common element or unit air space.

3. Residents must locate their Antenna in a place and manner which shields it from view from the nearest street(s) or from other units in the condominium to the maximum extent possible. The color of the Antenna should blend with the existing colors of the surrounding area. If not possible, protective covers are available in the marketplace to enhance the compatibility of the color of the Antenna with the surrounding area's colors.

4. The Board of Directors reserves the power to require a resident to install visual barriers, natural or otherwise, around the device to diminish any adverse visual effect that may be caused by the installation of the antenna, provided that doing so will not: a) unreasonably delay or prevent installation, maintenance or use of an antenna; b) unreasonably increase the cost of installation, maintenance or use of an antenna; or c) preclude reception of an acceptable quality signal from an antenna.

C. Other Rules for Installation on Rooftop When Meter Room Rooftop Installation is Approved in Advance by the Board of Directors

1. Residents may not install an Antenna that extends higher than is absolutely necessary for reception of an acceptable quality signal, so long as such requirements will not prevent, increase the cost of, or cause an unreasonable delay in the installation, maintenance, or use of such antennae.

2. Residents must ensure that their installation does not damage the common elements, or anyone else's individual unit.

3. Residents must ensure that their installation complies with all applicable local and state building codes and manufacturer's instructions, provided that those regulations are not superseded by Federal law. Residents shall provide the Board with a copy of any applicable governmental permit if it is required for safety purposes.

4. Residents are required to exercise their best efforts to install their Antenna and wiring in such a way and location where they can obtain an acceptable quality signal with the least adverse impact upon the aesthetic appearance of the building, including the hiding of wiring as much as possible, provided such installation shall not unreasonably delay maintenance, installation or use of the antennae, or unreasonably increase the cost of the installation.

5. After installation of the Antenna, residents must ensure that the Antenna always remains properly secured so that it does not jeopardize the structural integrity of any structure or the safety of any person near the Antenna, particularly during times of great wind velocity.

6. Residents are responsible for any damage to the Association's common elements, another unit or any other person or property which is caused by or related to the installation or continued presence of any Antenna and/or mast within the property.

7. The Association reserves the power to specially assess the responsible unit owner for all costs incurred to rectify any damages caused to the roof or common elements, as determined solely by the Board of Directors, caused or associated in any way with the resident's installation or removal of the Antenna.

8. Residents must permanently ground and properly affix all wiring in order to minimize the possibility of all safety hazards. Whenever a resident removes the Antenna, the resident is responsible for the complete sealing of the area of penetration and proper disposal of any unused wiring. The Association reserves the right to enter any unit in order to inspect the area of installation in order to ensure compliance with this requirement.

9. Antennae shall not be placed anywhere near power lines (above-ground or buried). Residents must ensure that wind velocity or other forces could not cause the Antenna to collide with a power line.

10. Residents may not penetrate the exterior walls or finished non-roof surfaces of any building to either install an Antenna or to connect wiring from the Antenna to the interior of their unit.

11. Residents shall ensure that the installation of their Antennae does not obstruct access to or exit from any unit, walkway, ingress or egress from an area, electrical service equipment, or any other area that the Association's agents will need access for the safe operation of the Condominium.

12. Residents shall hold the Association harmless from any and all damages or repairs to the roof or roof components that the Board of Directors attributes in any way to the existence or installation of an Antenna on the roof of a common element Meter Room.

D. Maintenance

1. The Antenna shall always remain the property of the resident; accordingly, the resident shall have the full responsibility to maintain the Antenna and the continuing duty to prevent the Antenna from falling into disrepair or becoming a safety hazard.

2. If an Antenna becomes detached or dislodged, the resident must promptly correct the situation. If the detachment or dislodgment threatens anyone's safety, the Association may remove the Antenna at the expense of the resident.

3. Residents shall be responsible for repainting or replacing their Antenna if the appearance of the exterior surface of their Antenna deteriorates or is damaged in any way.

E. Removal

1. Any Antenna that is no longer in use must be promptly removed by the resident who installed the Antenna. If an Antenna was installed by a prior resident and that Antenna is no longer in use, the current resident is responsible for the prompt removal of the Antenna.

2. Any Antenna installed prior to the effective date of this Resolution that is no longer in use must be removed by the current resident within sixty (60) days of the effective date of this Resolution.

3. Any Antenna installed prior to the effective date of this Resolution that is currently in use and is located in an area that is not within the complete and exclusive use of the resident, must be removed by the current resident within sixty (60) days of the effective date of this Resolution and placed in an area within their complete, exclusive use (including Limited Common Elements) and which does not require any penetration into or over the common elements. In the event that the resident is not able to

install the previously-existing Antenna in an area within the resident's complete and exclusive use in a manner that complies with this Resolution, the resident must within sixty (60) days of the effective date of this Resolution submit an application to the Board to install the previously-existing Antenna in an approved common element area.

IV. RESALE CERTIFICATE

If a resident requests the Association to provide a resale certificate for a unit served by an Antenna installed by the resident, a representative of management shall inspect the installation prior to providing the resident with the resale certificate in order to ensure compliance with the Association's Rules and Regulations. In light of the fact that a resident may remove the Antenna after management's inspection but before the settlement on the sale, the Association shall expressly reserve the right in the resale certificate to re-inspect the unit in order to ensure that the resident properly restored the common elements or limited common elements during the removal process. If the resident failed to do so, the Association shall disclose in the resale certificate that it reserves the power to assess the new resident of the unit for the cost of restoring the common elements or limited common elements to their proper condition.

V. INSURANCE

The Association shall not accept any responsibility to insure any Antenna installed by a resident. The Antenna shall be considered the personal property of the resident who installed the Antenna.

VI. ENFORCEMENT

A. If any resident violates any of these Rules and Regulations, the Association reserves all of its legal remedies, including, but not limited to, the assessment of special charges against the offending resident as a sanction.

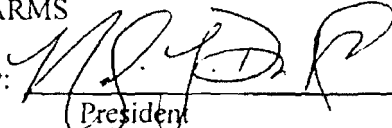
B. If any Antenna installation poses a serious, immediate safety hazard or threat to property, the Association reserves the power to remove the Antenna without notice to the resident; however, whenever feasible, the Association shall provide advance written notice to the resident of the Board's concerns for safety and its request of the resident to remove, relocate, or resecure the Antenna.

VII. SEVERABILITY

If a Court of law rules any provision herein to be invalid, the remainder of these rules shall remain in full force and effect.

The effective date of this Resolution shall be September 23rd, 2009.

UNIT OWNERS ASSOCIATION OF THE
CONDOMINIUMS AT KIRKPATRICK
FARMS

By: 

President

RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Directors of the Unit Owners Association of
The Condominiums at Kirkpatrick Farms held on September 23, 2009.

Motion by: Greg Moulthrop Seconded by: Matthew Spaulding

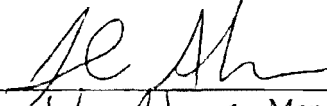
OFFICER:	VOTE:			
	YES	NO	ABSTAIN	ABSENT
<u>[Signature]</u> President	X	—	—	—
<u>[Signature]</u> Vice President	X	—	—	—
<u>Lynessa Stancato</u> Secretary	—	—	—	X
<u>[Signature]</u> Treasurer	X	—	—	—
<u>[Signature]</u> Director	X	—	—	—

Resolution effective: September 23, 2009.

CERTIFICATE OF MAILING OR DELIVERY

The Managing Agent hereby attests that this Policy Resolution 09-01 was mailed and/or hand-delivered to the addresses of record of the Unit Owners on this 22nd day of October, 2009.

10/22/09
Date


John Adams, Managing Agent

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**THE UNIT OWNERS ASSOCIATION OF THE CONDOMINIUMS AT KIRKPATRICK
FARMS
POLICY RESOLUTION NO. 09-02**

(Policy and Procedures Maintenance and Replacement of Dryer Vents)

WHEREAS, Article III, Section 2 of the Bylaws assigns to the Board of Directors ("Board") all of the powers and duties necessary for the administration of the affairs of the Association ("Association"); and

WHEREAS, Article III, Section 2(f) of the Bylaws grants the Board the power to make and amend rules and regulations for the Association; and

WHEREAS, Article IV, Section (c) of the Declaration provides that the heating and air-conditioning components serving only a Unit, are part of that Unit, and this Section also provides that if any chutes, flutes, ducts, conduits, wires, bearing walls or columns or any other apparatus, lies partially within or outside of the Unit, any portions thereof serving only that Unit shall be deemed a part of that Unit; and

WHEREAS, Article VI, Section 5(b) of the Bylaws provides that "each Unit Owner shall keep his Unit and its equipment, appliances and appurtenances in good order, condition and repair and in a clean and sanitary condition"; and

WHEREAS, Article VI, Section 10 of the Bylaws states that the Association shall have the right of entry into any Unit if necessary to perform any maintenance or repair responsibilities of the Unit Owner so long as requests for entry are made in advance and that such entry is at a time reasonable convenient to the Unit Owner (except for emergency circumstances); and

WHEREAS, certain unit components, due to their nature, may constitute a risk to the health and safety of people and property within the Condominium if a Unit Owner fails to perform necessary maintenance on such components; and

WHEREAS for the protection of the property and the safety of all residents, the Board wishes to establish a policy regarding the inspection of dryer vents; and

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the Board duly adopts the following rules and policies.

A. Required Periodic Maintenance. Unit Owners are required to perform periodic cleaning and inspections of the dryer vents at least once every two (2) years. If the inspection shows maintenance is required for safe operation of the component, maintenance must be promptly performed.

B. Proof of Compliance. Unit Owners must demonstrate compliance with this policy by submitting a copy of a paid receipt from a professional company with experience and expertise in performing the required maintenance. The paid receipt must clearly demonstrate that the contractor has comprehensively inspected and performed any necessary maintenance on the system, which, for dryer vents must explicitly reflect that the dryer vents were cleaned and inspected. The submission must be received by the Association by the deadline set forth in any notice issued by the Association.

The Board of Directors may, from time to time, promulgate certification and inspection forms for mandatory use by unit owners and their contractors. The deadline for the first inspection/cleaning of all unit components shall be April 30, 2010, and every two years thereafter.

C. Replacement Dryer Vents. All Unit Owners must ensure that any replacement dryer installed in their Unit must have manufacturer's specifications that meet or exceed code requirements relative to the length that the dryer vent runs serving such Unit Owner's unit at the time the replacement dryer is installed.

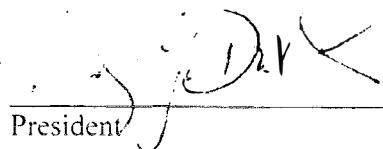
Prior to installing any replacement dryer, all Unit Owners must submit a written request to Management along with the appropriate documentation showing that the replacement dryer is compatible with the dryer vent serving such unit.

Upon receipt of the dryer vent replacement request, Management will review whether the replacement dryer is consistent with the dryer vent serving such unit and notify the owner of the decision within fifteen (15) days. Management shall approve all requests where the replacement dryer is consistent with the specifications for the dryer vent serving such unit, and deny all requests where the replacement dryer is inconsistent with the specifications for the dryer vent serving such unit. For any request that is denied the Association shall provide in writing the reason for its decision.

C. ENFORCEMENT. If any Unit Owner fails to completely comply with this policy, the Board of Directors reserves the right to exercise its power to retain one of the pre-selected contractors to perform the inspection and cleaning work and to then assess the Unit Owner with all of the costs, including, but not limited to, a \$100.00 administrative fee, as well as any legal, locksmith, or other professional fees incurred by the Association. In addition, the Board of Directors may initiate any other enforcement action against the Unit Owner, including, but not limited to, the imposition of monetary fines as a sanction for a violation of this policy in accordance with the Association's due process policy.

The effective date of this Resolution shall be December 31, 2009.

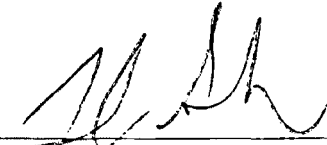
**THE UNIT OWNERS ASSOCIATION OF THE
CONDOMINIUMS AT KIRKPATRICK FARMS**



President

FOR ASSOCIATION RECORDS

I hereby certify that a copy of the foregoing Policy Resolution was mailed or hand-delivered to the members of The Unit Owners Association of the Condominiums at Kirkpatrick Farms on this 18 day of February, 2010.



Management Agent

RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Directors held December 16th
2009

Motion by: Janessa Stancato Seconded by: Adam Dean

	VOTE:			
	YES	NO	ABSTAIN	ABSENT
<u>Nadine DuVal</u> President				<u>X</u>
<u>[Signature]</u> Vice President	<u>✓</u>			
<u>Janessa Stancato</u> Secretary	<u>✓</u>			
<u>[Signature]</u> Treasurer	<u>X</u>			
<u>[Signature]</u> Director	<u>X</u>			

ATTEST:
Janessa Stancato 12-16-09
Secretary Date
Resolution effective: December 31, 2009.

**THE UNITS OWNERS ASSOCIATION OF THE
CONDOMINIUMS AT KIRKPATRICK FARMS**

POLICY RESOLUTION

ASSESSMENT COLLECTION POLICY

WHEREAS, Section 55-79.53 of the Virginia Condominium Act, Code of Virginia (1950, as amended) (the "Condominium Act") charges all owners and all those entitled to occupy a Unit with compliance with the Declaration and Bylaws of the Association as amended;

WHEREAS, Article III, Section 2, of the Bylaws of the Unit Owners Association of the Condominiums at Kirkpatrick Farms ("the Association") grants and assigns the Board of Directors ("the Board") the power to make assessments, establish the means and methods of collecting such assessments and establish the period of the installment payment of the annual assessment;

WHEREAS, Article III, Section 2, of the Bylaws of the Association grants and assigns the Board of Directors the power to adopt any rules and regulations deemed necessary for the benefit and enjoyment of the Condominium;

WHEREAS, the Board of Directors hereby adopts the following policy:

I. ROUTINE COLLECTIONS

- A. The Board shall establish the annual assessment at the time that it approves the budget for the upcoming fiscal year.
- B. The Association will notify the Owners of the annual assessment by first class mail, mailed to the address appearing on the books of the Association, which, unless modified in writing sent by first class mail by an Owner to the Association's managing agent, will be the address of the property owned by the Owner within the Association. All Owners are under a legal duty to seek out information about the annual assessment if they do not receive the Association's notice.
- C. The Association's fiscal year will begin on the first day of January of each year, at which time the annual assessment shall become due and payable; however, the Board shall provide Owners whose membership is in good standing with the option to pay the annual assessment in twelve (12) monthly installments. The annual assessment shall be payable in equal monthly installments due and payable on or before the 1st of each month ("Due Date"). The Association shall allow a grace period for payment within fifteen (15) days of the Due Date.

- D. Owners may make arrangements with the Association's management company to pay the monthly annual assessment installment through a direct debit program. If an Owner chooses not to pay the monthly installments through the direct debit program, the Owner must ensure that the Association receives payment on or before the expiration of the grace period.

II. SPECIAL COLLECTIONS

If the Association charges special or additional assessments, the due date for payment of such assessments shall be set forth in notice of special or additional assessments delivered or mailed to an Owner. If no due date is included in the notice, the assessment is due immediately when assessed and will be considered delinquent after fifteen (15) days. Special or additional assessments include bills for water usage charged against a unit.

III. REMEDIES FOR NONPAYMENT OF ASSESSMENT

- A. If the Association does not receive payment of Assessments within the fifteen (15) day grace period, the Association shall designate the account as "late" on the sixteenth (16th) day, and it shall accrue a late charge in the amount of Twenty-Five Dollars (\$25.00), or such other amount as may be established by the Board of Directors from time to time.
- B. A "Late Notice" may be sent to Owners who have not paid their Assessments by the Due Date. The Late Notice may inform the Owner that late fees and/or interest may accrue. The lack of receipt of the notice shall not excuse the Owner of the obligation to pay the late fee or any Assessments. Management shall add the costs of mailing such notice to the Owner's account.
- C. If the Association does not receive payment of Assessments within fifteen (15) days of the Due Date, the Association may send a Notice to the Owner which informs the Owner of the late fees and other charges added to the account and of the Association's policy concerning acceleration and the suspension of privileges.
- D. If payment is not received within fifteen (15) days after the Due Date, interest charges shall automatically be imposed on the principal amount unpaid from the Date Due until paid at the legal rate of interest set forth in the Virginia Code.
- E. If payment in full, including late charges, is not received by the managing agent within sixty (60) days after the Due Date, the Association may accelerate the remaining installments of the Annual Assessment and refer the matter to legal counsel for legal action, which may include the recording of a lien against the title to the Owner's Lot and filing a civil suit against the Owner to collect the delinquent Assessments, plus accrued legal fees, late charges, interest and costs. The cost of filing both the lien and the civil suit will be added to the account, plus accrued late fees, interest, and all other costs incurred by the collection process.

- F. The Board of Directors may authorize counsel to foreclose on the liens filed against the property.
- G. If an Owner submits a check to the Association which fails to clear the Owner's account, the Association shall assess a forty dollar (\$40.00) charge to the Owner's account.
- H. If the Association receives from any Owner, in any accounting year, two or more returned checks for payment of Assessments, the Board may require all future payments to be made by certified check or cashier's check or money order for the remainder of the fiscal year.
- I. For bookkeeping purposes, the Association shall apply payments received from delinquent owners in the following order:
 - 1. Any legal fees and costs of collection;
 - 2. Late charges and interest;
 - 3. All other incidental charges or fees for collection incurred by the Association;
 - 4. Any and all Additional or Individual Assessments; and
 - 5. The oldest past due annual assessments installments.

IV. SUSPENSION OF PRIVILEGES

- A. In addition to the enforcement procedures detailed above, the Board of Directors shall also have the authority to suspend the voting rights of an Owner and/or suspend the right of an Owner or occupant, and the right of such person's family, guests and invitees to use the Association's recreation facilities and other privileges for any period during which there are unpaid assessments against an Owner's unit for a period exceeding sixty (60) days.
- B. Prior to the suspension of any voting rights or the right to use the Association's recreational facilities or other privileges, the Association will provide the Owner with written notice of its intent to suspend the delinquent Owner's rights and afford the delinquent Owner with the right to request a hearing.
- C. The suspension shall remain in effect until the Owner pays all amounts due or the Board determines, after a hearing, that suspension of privileges is not warranted. Upon payment of all amounts due, the managing agent will confirm that the Owner is current in the payment of all amounts owed within ten (10) days of the Owner's payment.

V. MISCELLANEOUS

- A. The Association may grant a waiver of interest upon petition in writing by an Owner alleging a personal hardship or other exceptional cause. Such relief granted to an Owner shall be appropriately documented in the Association's books and records along with the name of the person or persons representing the Board granting the relief and the conditions upon which such relief was granted. Waivers shall be made on a case-by-case basis upon review of particular circumstances. Furthermore, any waiver on one occasion shall not be deemed or construed as a waiver in any future instance of delinquency by such Owner or any other Owner.

The effective date of this resolution is: July 1, 2016

This resolution was duly adopted by the Board of Directors this 29th day of June, 2016.

The Unit Owners Association of the
Condominiums at Kirkpatrick Farms

By: Colin Murray
Colin Murray, President

**THE UNITS OWNERS ASSOCIATION OF THE
CONDOMINIUMS AT KIRKPATRICK FARMS**

RESOLUTION ACTION RECORD

Resolution Type/Number: Policy Resolution No. 2016-

Duly adopted at a meeting of the Board of Directors held on June 29, 2016.

Motion by: Colin Murray

Seconded by: Greg Matthews

VOTE:

	Yes	No	Abstain	Absent
<u>Colin Murray</u> President	✓	_____	_____	_____
<u>B. Zang</u> Vice President	✓	_____	_____	_____
<u>Rebecca Makiety</u> Treasurer	_____	_____	_____	✓
<u>B. Booth</u> Secretary	✓	_____	_____	_____
<u>M. M.</u> Director	✓	_____	_____	_____

ATTEST:

B. Booth
Secretary

6/29/16
Date

I hereby certify that I mailed a copy of the foregoing resolution to all members of the Association on August 7, 2016.

J. E.

6/29/16
Date

**THE UNIT OWNERS ASSOCIATION OF THE CONDOMINIUMS AT KIRKPATRICK
FARMS
POLICY RESOLUTION NO. 10-01**

WHEREAS, the Board of Directors recognizes that some members of the community wish to operate businesses and various forms of commercial activity within their homes:

WHEREAS, Article XI, Section 1(a) of the Bylaws provides that except as provided in the Declaration, no Unit shall be used for any purpose other than housing, home occupations allowed by local zoning ordinances and subject to Rules and Regulations which may be promulgated by the Board of Directors, and the related common purposes for which the Property was designed: and

WHEREAS, Article III, Section 2(f) of the Association's Bylaws empowers the Board of Directors to make and amend Rules and Regulations: and

WHEREAS, the Board of Directors has determined it necessary to adopt a procedure in which residents can seek Board approval of home-based businesses that will be open to the public or receive substantial commercial activity in accordance with the Board's objective of maintaining and protecting the residential character of the community:

WHEREAS, the Board deems it in the best interest of the Association to adopt standards for the purpose of clarifying how the Association's Board will interpret and enforce Article XI, Section 1(a) of the Bylaws when in receipt of an application for a home-based business that will be open to the public or that will receive substantial commercial activity.

NOW, THEREFORE, BE IT RESOLVED, THAT THE BOARD ADOPTS THE FOLLOWING POLICY:

GENERAL PURPOSE OF POLICY

The Board of Directors seeks to protect and promote the residential character of the Condominium. Simultaneously, the Board recognizes that some forms of home offices and businesses are not inconsistent with the "residential nature of the Property." The purpose of this policy is to help the Board, and the community's membership define the parameters of home offices and businesses that are acceptable within the Condominium.

Those members who wish to take advantage of the Board's home office/home business policy must comply with the Criteria of Policy, as stated below. If the Board receives a formal complaint about a member's home office/home business, the proprietor of the home office/home business shall have the burden to show that his or her activity satisfies the Criteria of Policy; however, if the proprietor of the home office/home business received prior written approval from the Board for the activity, the burden to show that the activity does not satisfy the Criteria of Policy shall rest with the complainant.

CRITERIA OF POLICY

- 1) Any "home business" use that complies with the zoning for the Condominium property is presumed to comply with the Association's Condominium Instruments, Rules and Regulations, unless such use violates some other provision of the Condominium Instruments, Rules and Regulations.
- 2) Any member who establishes a "home office" (that term signifies an office for a licensed or certified practitioner) or conducts a "home business" from the home must take all necessary and appropriate steps to preserve the residential character of the property in both its external and internal appearance.

Order: VZ93V52YW

Address: 41870 Inspiration Ter

Order Date: 02-21-2020

Document not for resale

HomeWiseDocs

- 3) Any member who establishes a home office or conducts a home business must use the home as a primary place of residence. The home office or home business must constitute a secondary use ancillary to the use of the dwelling as a residence.
- 4) The activity of the home office or home business must not attract or use commercial vehicles within the community.
- 5) The activity of the home office or home business must not adversely affect the Association's ability to obtain or maintain its insurance coverage(s). The Board reserves the right to require the member to name the Association as an additional insured on the member's insurance policy in a manner satisfactory to the Board. If the member does not comply with the Board's requirement, the Board reserves the right to prohibit the member from operating the home office or home business within the community.
- 6) The activity of the home office or home business may involve the employment of one (1) employee, other than the dwelling's legal occupants.
- 7) The activity of the home office or home business must not involve the provision of services to any more than 3 persons within the dwelling at any one time, and no more than 5 persons in any single 24 hour period (except for childcare services, as set forth below).
- 8) The home office or home business must not use any exterior advertisement or display of any kind to show that the member uses the dwelling in any way other than for a residential dwelling.
- 9) The activity of the home office or home business must not involve the storage, use, or sale of goods, equipment or materials which are not customarily part of, or found within, a residential dwelling.
- 10) The activity of the home office or home business must not unreasonably disrupt the normal traffic or parking patterns anywhere within the community.
- 11) The activity of the home office or home business must not create unreasonable audible disturbances or noise. At all times, the activity of the home office or home business must respect the right of quiet enjoyment of all legal occupants within the community.
- 12) The home office or home business must not involve any activity which draws non-resident members to the community during the weekends or anytime before the hours of 7:00 a.m. or after 6:00 p.m. weekdays, except to the extent permitted by the Zoning Ordinance.
- 13) If the primary service of the home office or home business is the care or custody of children, the operator must ensure that the patrons will be safely and properly supervised and cared for at all times, particularly during the times of drop-off and pick-up and during any time when the patrons are in the common area.
- 14) Operators of child care services within their units must comply with all County requirements regarding the maximum number of children who may be placed under his or her care at any time, and must obtain and maintain all necessary licenses. This restriction shall be enforced strictly.
- 15) Operators of a child care service are strictly prohibited from utilizing the Association's recreational facilities in connection with the operation of their business.
- 16) The activity of the home professional office or business must be lawful in all respects and must fully comply with all applicable federal, state, and county laws and ordinances. In addition, the operator

of the professional office or business must obtain all applicable permits and licenses from the appropriate government agencies, which the proprietor must make available to the Board upon request. If any of the criteria described herein conflict with and/or are less restrictive than the County or State laws regarding the activity, the applicable County or State law shall govern.

HOME OCCUPATIONS NOT PERMITTED

Under no circumstances shall the following occupations be permitted within the Association:

- 1) Veterinary care of any kind;
- 2) Fee-based animal care of any kind;
- 3) Barbershops, beauty parlors, or hair care service of any kind;
- 4) Eating establishments;
- 5) Gift shops;
- 6) Repair services;
- 7) Antique shops.
- 8) Any businesses prohibited under the Loudoun County Zoning Ordinance.

This list is not designed to be comprehensive.

APPLICATION FOR APPROVAL PROCESS

Members who wish to operate a home office or home business must submit an application to the Association and receive prior approval from the Board of Directors or a standing or special committee of its choice, which may exercise all of the powers expressed herein. If the Board of Directors determines that the activity of the home business is in compliance with the above-stated criteria, it shall approve the application.

Members must ensure that the application contains precise detail concerning the proposed use that the member or the legal occupant desires to make of the dwelling and why the Board of Directors should approve the application. Copies of all necessary permits, licenses or certificates of insurance required by the Board of Directors and/or the applicable governmental authorities to operate the business, must be provided along with the application.

Members shall also bear the burden of establishing that the intended business use of their home complies with the provisions set forth in this Policy Resolution.

The Board of Directors reserves the power to require the applicant to send a notice of the application to other members within the community, as selected by the Board, prior to the time when the Board formally reviews the application.

The Board of Directors shall consider all applications at duly called meetings, which shall be open to the membership. Members in opposition to, or in support of, the application may reserve time at the hearing to speak about the application.

The Board reserves the power to revoke any approval previously issued if another member of the Association files a complaint and demonstrates that the activity does not satisfy the criteria of this policy. The process for revocation of an approval shall be the same as the regular enforcement policy, as expressed below.

ENFORCEMENT POLICY

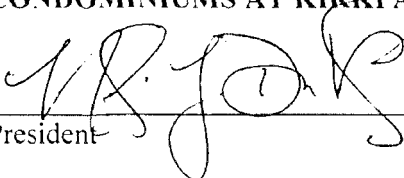
Any violation of this Resolution may be subject to enforcement action in accordance with the Condominium Instruments. Such enforcement action may include, but is not limited to the imposition of

monetary charges and the suspension of membership privileges, pursuant to Section 55-79.80:2 of the Virginia Condominium Act.

The Board may also exercise other enforcement procedures and remedies authorized by the Virginia Condominium Act, including, but not limited to, the initiation of a lawsuit.

This Resolution was duly adopted by the Board of Directors on this 27th day of January, ~~2009~~ 2010

**THE UNIT OWNERS ASSOCIATION OF THE
CONDOMINIUMS AT KIRKPATRICK FARMS**



President

RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Directors held January 27, 2010

Motion by: Greg Maulthrop Seconded by: Janessa Stancato

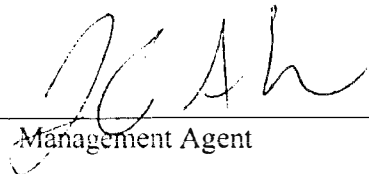
VOTE:	YES	NO	ABSTAIN	ABSENT
<u>[Signature]</u> President	✓			
<u>[Signature]</u> Vice President	✓			
<u>Janessa Stancato</u> Secretary	✓			
<u>[Signature]</u> Treasurer		✓		
<u>[Signature]</u> Director			✓	

ATTEST:
Janessa Stancato Secretary 1/27/10 Date

Resolution effective: January 27 2010, 2009.

FOR ASSOCIATION RECORDS

I hereby certify that a copy of the foregoing Policy Resolution was mailed or hand-delivered to the members of The Unit Owners Association of the Condominiums at Kirkpatrick Farms on this 18 day of February, 2010.



Management Agent

**THE UNIT OWNERS ASSOCIATION OF
THE CONDOMINIUMS AT KIRKPATRICK FARMS**

POLICY RESOLUTION NO. 10-02

(Policy Regarding Vehicles and Parking)

WHEREAS, Article III, Section 2 of the Bylaws for the Unit Owners Association of The Condominiums at Kirkpatrick Farms ("Association") provides that the Board of Directors shall have all of the powers and duties necessary for the administration and affairs of the Association and may do all such acts and things, except for those matters which the Virginia Condominium Act ("Act"), the Association's Declaration or the Bylaws require to be exercised and done by the Association;

WHEREAS, Article III, Sections 2 and 2(f) of the Bylaws empower the Board to adopt and amend rules and regulations from time to time as needed for the benefit and enjoyment of The Condominiums at Kirkpatrick Farms ("Condominium"):

WHEREAS, Article IX of the Declaration of The Condominiums at Kirkpatrick Farms and Article XI, Section 4(a) of the Bylaws provide that except for parking spaces located within garages that are part of an individual Unit and except for parking spaces which may be assigned or reserved pursuant to the Declaration and subject to such parking or other easements that may exist in favor of the Declarant or others, all other parking spaces located on the Condominium Property shall be deemed Common Elements and available for use by all Unit Owners on a first-come, first-served basis, subject to the Association's rules and regulations:

WHEREAS, Article XI, Section 4(a) of the Bylaws further provides that each Unit Owner shall comply in all respects with any rules and regulations adopted from time to time by the Board of Directors regarding parking and traffic control within the Condominium, and that the Board of Directors is authorized to adopt such rules and regulations:

WHEREAS, Article XI, Section 2 of the Bylaws provides that each Unit Owner shall be responsible for compliance with all rules and regulations by the Unit Owner's family members, guests, agents, invitees and tenants:

WHEREAS, Article X, Section 1(h)(2) of the Bylaws provides that in the event of a violation of any rule or regulation or the breach of any Bylaw or Declaration provision, the Board of Directors shall have the right, in addition to other rights set forth in the Bylaws, to use self-help to remove or cure any violation of the Condominium Instruments or rules and regulations that occurs on the Common Elements, including, without limitation, the towing of vehicles;

WHEREAS, Article XI, Section 1(g) of the Bylaws prohibits commercial trucks, buses or commercial vehicles from being kept or parked overnight on any portion of the

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Condominium Property, including within any garage, and further that trailers, campers, recreational vehicles, house trailers, boat trailers or boats cannot be parked in a garage;

WHEREAS, Article XI, Section 1(g) of the Bylaws further provides that no vehicle can remain on the Condominium Property unless it has current state license plates, a current inspection sticker and complies with all other applicable laws;

WHEREAS, Article XI, Section 1(g) of the Bylaws also provides that the repairing of vehicles of any kind is not permitted within the Condominium Property;

WHEREAS, Article X, Section 2(a) of the Declaration provides that each Unit Owner's easement for ingress and egress through the General Common Elements is subject to the rules, regulations and restrictions established by the Association; and,

WHEREAS, the Board of Directors deems it to be in the best interests of the Association to adopt rules and regulations pertaining to the parking of vehicles on the Condominium Property.

NOW, THEREFORE, BE IT RESOLVED THAT the following rules and regulations are adopted with respect to parking within all areas of The Condominiums at Kirkpatrick Farms.

I. PARKING REQUIREMENTS

In order for Units Owners and their family members, tenants, guests, agents and invitees to validly park in the Common Element Parking Spaces, the Unit Owner must be current in all assessments owed, unless excused in writing by the Board, and the vehicle must meet the requirements of Section IV below. If the Board intends to suspend a delinquent owner's right to park in the Common Element Parking Spaces, the Board must first provide the owner with a right to request a hearing to contest the suspension, as provided in Section 55-79.80:2.

II. PARKING AREA

- A. All Unit Owners and their family members, guests, tenants, agents and invitees may park their vehicles in any parking space in the Common Element Parking Spaces on a first-come, first-served basis.
- B. No vehicle may be parked in a Common Element parking space unmoved for more than thirty (30) days.
- C. No Prohibited Vehicles as defined by Article IV of this Policy may be parked in the Common Element Parking Spaces or anywhere within the premises of the Condominium.

III. RULES AND REGULATIONS

- A. Use of Parking Areas. No person shall use the parking areas for any purpose other than vehicular parking. People may park vehicles only in designated parking spaces and areas. All unapproved vehicles are prohibited from the parking spaces except when picking up or delivering passengers or merchandise or during the performance of work or services at the location.
- B. Fire Lanes and No Parking Zones. No person shall park vehicles in fire lanes or no-parking zones marked with a painted yellow curb.
- C. Repairs. The performance of major repairs or maintenance of vehicles, or the painting of vehicles, is not permitted anywhere within the premises of the Condominium, except that repairs or maintenance of a minor nature, such as the repairing of a flat tire or the re-charging of a dead battery, are permitted.
- D. Dumping of Materials. The dumping, disposal or leak of oil, grease, or any other chemical residual substance, or any substance or particles from holding tanks of any vehicles, is not permitted within the Condominium's premises.
- E. Operator's Responsibilities.
 - 1. No person may park more than one (1) vehicle within each parking space in the Common Element Parking Spaces.
 - 2. The parking of any vehicle, including motorcycles, on any sidewalk or Common Element not specifically designated for vehicle parking is strictly prohibited.
 - 3. No person shall park a vehicle in any manner that impedes the normal flow of traffic, blocks any mailbox, or prevents ingress and egress of any other vehicle to adjacent parking spaces or the open roadway.
 - 4. No vehicle shall be parked in a manner such that it extends backward beyond the parking lines or crosses over the parking lines.
 - 5. No person shall park any vehicle perpendicular to the marked parking spaces.
 - 6. Vehicles shall be operated only on the paved roadways of the Condominium's premises.

7. Any person who operates a motorized vehicle within the Condominium's premises must have a proper operating license.
 8. Any vehicle that is not properly registered with the Commonwealth of Virginia or Loudoun County or does not display current Virginia license plates (unless an out-of-town guest) and inspection stickers is not permitted to park on the Condominium's premises. This does not pertain to active-duty military personnel that possess an exemption from such registration requirements.
 9. For the safety of all children and residents, all vehicles must observe the maximum posted safe speed within the Condominium's premises.
 10. The bucket washing of vehicles shall not be done within the Common Element Parking Spaces or on the streets or roadways within the Condominium's premises.
 11. Vehicle security alarms may not sound for more than fifteen (15) minutes. There shall be no excessive blowing of car horns or playing of car radios or stereos.
- F. Unit Owner's Responsibilities. All Unit Owners must ensure that their family members, tenants, guests, invitees, agents and/or contractors comply with these rules and regulations.

IV. PROHIBITED VEHICLES

A. Commercial Vehicles

The following Commercial Vehicles shall be prohibited from parking at all times within the premises of the Condominium:

1. Any vehicle in which the driver is ordinarily hired for transport, including, but not limited to, taxis, limousines, passenger vans or buses; or
2. Any vehicle with uncovered exterior logos, signs, letters, numbers, advertising, or irregular and distinct coloring which creates the appearance of a commercial vehicle; or
3. Any unmarked vehicle with commercial paraphernalia or equipment attached, strapped, or affixed to the exterior of the vehicle,

including, but not limited to, storage containers, racks, ladders, pipes; or

4. Any unmarked vehicle with an excessive amount of commercial equipment or supplies within the interior of the vehicle which is readily visible from the windows of the vehicle, including, but not limited to, pesticide, paint buckets, propane, tanks, cabling, uncovered or unsecured tools or other supplies; or
5. Any unmarked vehicle, which because of its irregular height, length, shape, or weight, is not a conventional passenger car and is more suited for a commercial purpose; or
6. Any van designed for the transport of furniture, goods, equipment, animals or scheduled transportation.
7. Police cars are allowed and are not considered to be Commercial Vehicles.

This definition of the term "Commercial Vehicle" shall be read and interpreted in conjunction with the Loudoun County Code's definition thereof, and in the event that this Resolution is more restrictive than the Loudoun County Code, this Resolution shall govern.

- B. Inoperative Vehicles. Any vehicle with a malfunction of an essential part required for the legal operation of the vehicle or any vehicle which is partially or totally disassembled as a result of the removal of tires, wheels, engine, or other essential parts required for legal operation of a vehicle, shall be prohibited from parking at all times within the premises of the Condominium.
- C. Abandoned Vehicles. No vehicle may be left unmoved in a Common Element Parking Space for more than thirty (30) days (if not otherwise approved in writing by the Board to park for a longer period of time). In cases where a violation is committed, a notice will be placed on the vehicle, and if no response is received within three (3) days, the vehicle will be subject to towing at the vehicle owner's sole risk and expense.
- D. Other Equipment and Machinery. Any agricultural, industrial, construction or similar machinery or equipment is prohibited from parking at all times within the premises of the Condominium.
- E. Recreational Vehicles. The following vehicles are prohibited from being parked at all times within the premises of the Condominium: Any motor home, self-contained camper, mobile home, boat, all-terrain vehicle, dune buggy, trailer, boat trailer, pop-up camper/tent trailer, horse trailer, any

trailer or semitrailer used for transporting waverunners, jet skis, motorcycles, or all-terrain vehicles, whether or not such trailer or semitrailer is attached to another vehicle, and any other type of vehicle primarily designed for recreational use, as opposed to conventional passenger use.

F. Allowable Vehicles. Notwithstanding Section IV, paragraphs A through E above, the following vehicles are permissible:

1. Regular passenger vehicles as defined by the Code of Virginia.
2. Motorcycles and mopeds.
3. Rental trucks for move-ins or move-outs for a period of not more than twenty-four (24) hours.
4. Commercial vehicles servicing a unit, but only from the hours of 7:00 a.m. to 9:00 p.m., unless otherwise approved in writing by the Board of Directors.

V. LIABILITY

- A. The Association assumes no responsibility for any damage to any vehicle parked or operated within the premises of the Condominium.
- B. Unit Owners shall be liable to the Association for any costs incurred by the Association to repair or repaint any part of the parking facilities or parking spaces damaged by the negligence or intentional act of a Unit Owner or his or her tenants, guests, invitees, agents and/or contractors.

VI. ENFORCEMENT

A. In General

1. Vehicle Removal. The Board of Directors or its designated representative shall have the authority to have any vehicle not in compliance with the provisions of this Resolution removed from the premises of the Condominium. All costs and risks of towing and impoundment shall be the sole responsibility of the vehicle's owner.
2. Violations Subject to Immediate Towing. Any vehicle: (a) parked within fifteen (15) feet of a fire hydrant or in a designated fire lane or in the yellow no-parking zone; (b) occupying more than one (1) parking space; (c) extending beyond the parking space lines; (d) parked perpendicular to the marked parking space or on a grassy

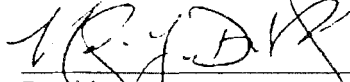
area or sidewalk; (e) impeding access to sidewalk ramps or mailboxes; (f) constituting a safety hazard; or (g) that is parked in a Common Element Parking Space and whose security system has been triggered and allowed to continue unattended for more than fifteen (15) minutes, shall be subject to immediate removal without notification to the owner of the vehicle. If a vehicle can be identified as being owned by a Unit Owner or resident, or a guest of a specific Unit Owner or resident, the Board of Directors reserves the right to impose monetary charges in accordance with Section 55-79.80:2 of the Code of Virginia in lieu of towing the vehicle.

3. Citation Notices. In the case of all other violations not addressed in Section VI.A.2 of this Resolution, the Board of Directors or its designated representative shall post a citation notice on any vehicle not in compliance with the rules and regulations of the Association. No other form of notice is required. If the owner of the vehicle does not bring the vehicle into compliance within three (3) days of the date of the notice or contact a member of the Board, the vehicle will be subject to removal by towing if the vehicle is not owned by a Unit Owner. If such vehicle is owned by a Unit Owner, the Association shall initiate an enforcement action against the Unit Owner subject to the provisions of Section 55-79.80:2 of the Code of Virginia and the provisions of the Association's policy resolution regarding due process in enforcement cases.
4. Subsequent violations committed within any consecutive three-month period shall subject the violating vehicle to immediate towing without notification and may result in the suspension of parking privileges.
5. Any requests from residents for enforcement of this parking policy by the Association against another resident must be directed to the Board of Directors in writing.
6. The Board reserves the right and power to impose monetary charges as a sanction for violations of this parking policy, subject to the limitations imposed by Section 55-79.80:2 of the Code of Virginia. Any monetary charges so imposed may be treated as assessments for the purpose of collection.
7. The Association reserves the right to exercise all other powers and remedies provided by the Association's condominium instruments or the laws of Virginia and Loudoun County.

- B. Nothing contained herein shall preclude the Board of Directors from seeking injunctive relief or any other remedy available to it in a court of equity or law.
- C. Unit Owner's Responsibilities. If the Association must enforce this resolution through any form of legal action, the offending Unit Owner shall be responsible for all expenses and/or attorney's fees incurred by the Association in enforcing the provisions of this Resolution. Requests for reimbursement of fees for towing errors shall be addressed to management. The Board will determine whether reimbursement is appropriate and will do so on a case-by-case basis.
- D. The Board of Directors reserves the right to remove any object that obstructs the flow of traffic on any roadway within the premises of the Condominium.
- E. Liability. The Association assumes no responsibility for the security of any vehicle parked within the premises of the Condominium, and it disclaims responsibility for any damage to any vehicle parked or operated within the Condominium's premises or any theft from such vehicle.

The effective date of this Resolution shall be this 28th day of April, 2010.

THE UNIT OWNERS ASSOCIATION OF
THE CONDOMINIUMS AT
KIRKPATRICK FARMS



President

THE UNIT OWNERS ASSOCIATION OF
THE CONDOMINIUMS AT KIRKPATRICK FARMS

POLICY RESOLUTION NO. 10-02
(Policy Regarding Vehicles and Parking)

RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Directors held April 28, 2010.

Motion by: Matthew Spaulding Seconded by: Ganessa Stancato

VOTE:	YES	NO	ABSTAIN	ABSENT
<u>M.S. J. D. V.R.</u> President	✓	_____	_____	_____
<u>M. J. J.</u> Vice President	✓	_____	_____	_____
<u>Ganessa Stancato</u> Secretary/Treasurer	✓	_____	_____	_____
<u>M. J. J.</u> Director Treasurer	✓	_____	_____	_____
<u>Adam Dean</u> Director	_____	_____	_____	✓

ATTEST:

Ganessa Stancato 4-28-10
Secretary Date

Resolution effective: April 28th, 2010.

**THE UNIT OWNERS ASSOCIATION OF
THE CONDOMINIUMS AT KIRKPATRICK FARMS**

POLICY RESOLUTION NO. 10-03

(Procedures to Ensure Due Process in Enforcement Cases)

WHEREAS, Article III, Section 2 of the Bylaws for the Unit Owners Association of The Condominiums at Kirkpatrick Farms (“Association”) provides that the Board of Directors shall have all of the powers and duties necessary for the administration and affairs of the Association and may do all such acts and things, except for those matters which the Virginia Condominium Act (“Act”), the Association’s Declaration or the Bylaws require to be exercised and done by the Association; and

WHEREAS, Article III, Sections 2 and 2(f) of the Bylaws empower the Board to adopt and amend rules and regulations from time to time as needed for the benefit and enjoyment of The Condominiums at Kirkpatrick Farms (“Condominium”); and

WHEREAS, Article XI, Section 2 of the Bylaws provides that each Unit and the Common Elements shall be occupied and used in compliance with the Rules and Regulations which may be promulgated and amended by the Board of Directors; and

WHEREAS, Article XI, Section 2 of the Bylaws further provides that each Unit Owner shall be responsible for compliance with all rules and regulations by the Unit Owner’s family members, guests, agents, invitees and tenants; and

WHEREAS, Article X, Section 1(i) of the Bylaws provides that failure by a Unit Owner to comply with any of the terms of the Association’s Declaration, Bylaws and/or Rules and Regulations, shall subject such Unit Owner to other penalties that may be established by resolution of the Board of Directors, including, but not limited to, the imposition of charges, and further that such resolution is to be adopted in accordance with Section 55-79.80:2B of the Virginia Condominium Act, as amended, which requires that the Unit Owner be given an opportunity to be heard and represented by counsel before the Board of Directors; and

WHEREAS, for the benefit and protection of all Unit Owners, the Board deems it desirable to formally adopt a policy resolution to enable the Association, through its Board, to assess monetary charges, suspend privileges, and to establish a procedure for enforcement of the regulations of the Association which are consistent with principles of due process and Virginia law.

NOW THEREFORE, BE IT RESOLVED THAT the Board duly adopts the following due process procedures:

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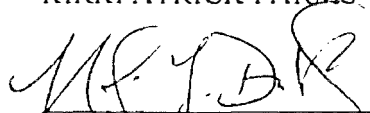
1. On behalf of the Association, the Board of Directors, through the Association's management, may issue a citation to any Unit Owner whose behavior or use of property does not conform to the Association Declaration, Bylaws and Rules and Regulations (collectively "the Condominium Instruments").
2. The Association shall first, excepting circumstances described in this Paragraph 2 that require immediate action, send a notice of citation in writing and deliver it personally or by ordinary first class mail, to the Unit Owner at his/her address listed in the Association's records, and to the property address, if the Unit Owner's listed address is different from the property address. The first notice of citation shall generally advise the Unit Owner of the nature of the offense, cite the specific provision within the Association's regulations which has allegedly been violated, specify the remedy required, and state the number of days within which the Unit Owner must complete corrective action. If the offense is of a nature that cannot be corrected, is not continuing in nature or involves the suspension of privileges for nonpayment of assessments, the Board shall have the right to forego the issuance of a first notice of citation and may proceed immediately with a second notice of citation consistent with the provisions of this paragraph 3, paragraph 4 and paragraph 5.
3. If the Unit Owner does not remedy the offense within the number of days requested in the notice of citation, the Association's Board shall issue a second notice of citation, which follows the basic form of the first notice of citation and include any additional information deemed important by the Association concerning the offense.
4. The second citation shall also advise the Unit Owner of the Association's power to impose monetary charges and to suspend privileges for offenses of the Association's regulations and shall inform the Unit Owner of his/her right to request a hearing before the Board of Directors to contest the citation. The notice of citation shall request the Unit Owner to confirm in writing by a certain date his/her desire for a hearing to contest the citation. The notice of citation shall also state the time, date and locating of the Board meeting at which the Board will render a decision in this matter, if no hearing is requested.
5. The Association shall deliver the second notice of citation by registered or certified mail, return receipt requested, and via first class mail, postage pre-paid, to the Unit Owner at his/her address listed in the Association's records, and to the property address, if the Unit Owner's listed address is different from the property address. Notification will be deemed effective if any Unit Owner fails or refuses to sign for any certified mailing from the Association.
6. If the Unit Owner does not remedy the offense within the number of days requested in the second notice of citation, and the Unit Owner has not requested a hearing in writing by or before the hearing confirmation date, the Unit Owner shall be deemed to admit the offenses set forth in the citation.

7. The Association's Board shall render a decision at the meeting set forth in the notice, even if the Unit Owner fails to request a hearing or respond to the notice of violation(s).
8. The Association's Board shall set the time, date and place of the hearing and meeting at its discretion. Upon a request for hearing, written notice of the time, date and place of the hearing shall be mailed to the Unit Owner by registered or certified mail, return receipt requested, and via first class mail, postage pre-paid, at least fourteen (14) days in advance of the hearing date. At the hearing, the Association's Board shall provide the Unit Owner with a reasonable amount of time to present any and all defenses to the citation. The Unit Owner may have counsel present at the hearing at their own expense.
9. Following the hearing or the meeting (if no hearing is requested), the Board shall meet privately to discuss whether satisfactory proof of the alleged violation was presented, and if so, whether monetary charges should be imposed and/or privileges should be suspended. The Board shall then hold a vote on whether satisfactory proof of the alleged violation was presented, and if so, whether monetary charges should be imposed and/or privileges should be suspended. All decisions shall require a majority vote of the members present on the Board, at a meeting where a quorum of the Board is present.
10. When the Board's judgment is unfavorable to the Unit Owner, the Board may impose monetary charges as an assessment against the Unit Owner's unit or suspend the Unit Owner's privileges. Monetary charges may not exceed \$50.00 for a single offense or \$10.00 per day for a maximum of ninety (90) days for any offense of a continuing nature, although the Association reserves the power to increase these maximum sanctions if the General Assembly enacts legislation in the future that permits the Association to do so. An offense of a continuing nature is defined as a violation of the Association's Condominium Instruments which, by its nature, remains a violation continuously for more than twenty-four (24) hours unless corrected by the Unit Owner. The Board shall treat monetary charges, and any permissible costs and attorneys fees, as an assessment against the Unit Owner's unit.
11. Notice of the decision of the Board shall be hand delivered or mailed via registered or certified mail, return receipt requested, and via first class mail, postage pre-paid, to the Unit Owner at their address of record with the Association within seven (7) days of the date of the hearing or meeting, if no hearing is requested.
12. The Association holds Unit Owners legally responsible for ensuring that the residents of their household, and their tenants, guests or invitees comply with the Association's Condominium Instruments.

13. The procedures outlined in this Resolution may be applied to all violations of the Association's Condominium Instruments, but do not preclude the Association from exercising other enforcement procedures and remedies authorized by the Association's legal documents, including, but not limited to, the initiation of suit or self-help remedies.

The effective date of this Resolution shall be this 28th day of April, 2010.

THE UNIT OWNERS ASSOCIATION OF
THE CONDOMINIUMS AT
KIRKPATRICK FARMS



President

THE UNIT OWNERS ASSOCIATION OF
THE CONDOMINIUMS AT KIRKPATRICK FARMS

POLICY RESOLUTION NO. 10-03
(Procedures to Ensure Due Process in Enforcement Cases)

RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Directors held April 28, 2010.

Motion by: Janessa Stancato Seconded by: Matthew Spaulding

VOTE:

	YES	NO	ABSTAIN	ABSENT
<u>[Signature]</u> President	✓	_____	_____	_____
<u>[Signature]</u> Vice President	✓	_____	_____	_____
<u>Janessa Stancato</u> Secretary/Treasurer	✓	_____	_____	_____
<u>[Signature]</u> Director/Treasurer	✓	_____	_____	_____
<u>Adam Dean</u> Director	_____	_____	_____	✓

ATTEST:

Janessa Stancato 4-28-10
Secretary Date

Resolution effective: April 28th, 2010.

**THE UNIT OWNERS ASSOCIATION OF THE
CONDOMINIUMS AT KIRKPATRICK FARMS**

POLICY RESOLUTION NO. 12-01

(Requests for Examination and Copying of the Association's Records)

WHEREAS, Article III, Section 2 of the Bylaws of The Unit Owners Association of the Condominiums at Kirkpatrick Farms ("Bylaws") assigns the Board of Directors ("Board") all of the powers and duties necessary for the administration of the Association and provides that the Board may do all such acts and things as are not by the Condominium Act, the Declaration, the Bylaws required to be exercised and done by the Association; and

WHEREAS, Section 55-79.74:1 of the Virginia Code requires the Association to provide its members who are in good standing with the right to examine and copy certain records of the Association, subject to certain procedures approved by the Board of Directors; and

WHEREAS, pursuant to House Bill 1741 from the 2011 General Assembly Legislative Session, by no later than July 1, 2012, the Association must adopt a policy adopting a cost schedule that i) specifies the charges for materials and labor; (ii) apply equally to all members in good standing; and, (iii) is provided to any member requesting to review and/or copy the Association's books and records at the time the request is made; and

WHEREAS, the Board has decided that is in the best interest of the Association to adopt a written policy regarding the provision of records to its members to comply with its pending statutory obligation.

NOW, THEREFORE, BE IT RESOLVED THAT the Board adopts the following policy:

A. Record Keeping and Access to Records

1. Acting on its own or through a managing agent, the Association shall prepare and keep, for a minimum of one (1) year, detailed books and records of receipts and expenditures affecting the operation and administration of the Association. With respect to all books, records and/or files relating to matters other than expenditures, the Association shall keep those books and records for such reasonable time periods as determined by the managing agent.

2. Subject to certain exceptions set forth below, members shall have the right to examine and copy these books and records, provided that their membership is in Good Standing. Good Standing shall be defined to mean that a member is current in the payment of assessments and any other financial obligation to the Association and compliant with all other responsibilities of membership, including, but not limited to, maintenance of his or her unit in a condition that does not violate any provision of the Governing Documents.

3. In order to exercise the rights described herein, members must complete the attached Record Request Form (Exhibit A hereto) and file it with the Association's managing agent. After receipt of a Record Request Form, the Association's representative shall review the form and determine if it is complete and satisfies all requirements necessary to allow the Association to act upon the filing. If a form is not complete, the Association shall notify the member of the deficiency,

required corrective action, and that no records shall be made available until the member takes such corrective action.

4. Within five days after receipt of a completed form, the Association's managing agent shall provide the member with the cost schedule attached hereto as Exhibit B, as well as an estimate on the costs associated with responding to the request. An estimate may include, but not be limited to, the costs of locating, duplicating, and supplying the records, which includes the cost of materials and labor. Prior to the Association performing any work related to the request, the member must pay the estimated charges. Upon receipt of payment (or clearance of a personal check), the Association shall make arrangements for a meeting at a mutually convenient time or provide the member with copies of the requested records within five (5) days of receipt of the payment.

5. Whenever a member makes a written request to examine original records, the Board shall have a member of its management staff meet with the member to serve as a custodian of the records. The Association will include the cost of this service in the estimate and may establish reasonable limitations on how long such meetings may last.

6. After rendering the requested services, the Board shall compare the estimate with the actual costs incurred by the Board as set forth in the cost schedule. If the amount paid by the member exceeds the actual costs, the Association shall refund the difference to the member. If the actual costs exceed the estimate, the Board shall notify the member and the member shall pay the difference. The Association may withhold additional services and/or copies until it receives payment.

B. Exempt Records

The following records are exempt from the members' right to examine and copy:

1. Personnel matters related to a specific, identified employee and person's medical records;
2. Any documentation which relates to a (i) contract, lease and other commercial transactions currently under negotiation; (ii) pending or probable litigation; (iii) matters involving state or local administrative or other formal proceedings before a government tribunal for enforcement of the association documents or rules and regulations;
3. Communications with legal counsel which are protected by the attorney-client privilege;
4. Any records that any law prohibits the Association from providing to a 3rd party;
5. Minutes and other records reviewed in an executive session of the Board or Committee;
6. Individual member files, other than those of the requesting member;
7. Any drafts or other documents not yet approved by the Board for incorporation into the Association's books and records.

Exhibit A

RECORD REQUEST FORM

You may use this form to request copies of or inspect the official records of The Unit Owners Association of the Condominiums at Kirkpatrick Farms ("Association"). In order to properly submit a request, please complete, sign and date this form and mail or fax it to the Association's common interest community manager at the address below:

Unit Owners Association of the Condominiums at Kirkpatrick Farms
c/o Management Office
4330 Prince William Pkwy, Suite 201
Woodbridge VA 22192
Facsimile: (703) 361-8563

Name of Requesting Party: _____

Mailing Address: _____

Address of Property located within the Association if different than mailing: _____

Phone: (Home) _____ **(Work)** _____
(Mobile) _____ **(Email)** _____

Please describe the records you wish to copy and/or inspect (include all relevant, dates, names or other identifying information):

Please describe the purpose of your request: _____

Please check applicable box(es):

I am requesting to receive copies of the above-referenced records.
I am requesting to conduct an in-person inspection of the above-referenced records. I am requesting to inspect such records on _____ at _____.
(The Association will provide you confirmation of the appropriate time, date and location for the inspection)

Please note, not all Association records are available for review and inspection, per Section 55-79.74:1 of the Virginia Property Owners' Association Act. You will be notified if your request contains records subject to withholding. You will also be notified of the estimated cost, if any, related to your request and such charges must be paid in advance of the Association fulfilling your request.

Be advised, the Association is only obligated to respond to record requests from those members of the Association who are in "good standing." Good Standing shall be defined to mean that a member is current in the payment of assessments and any other financial obligation to the Association and compliant with all other responsibilities of membership, including, but not limited to, maintenance of his or her unit in a condition that does not violate any term or provision of the Governing Documents.

You must date and sign this form.

Signature: _____ Date: _____

Received by: _____

Date: _____

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EXHIBIT B

Cost Schedule

Hourly rate for copying of materials: \$70 per hour

Hourly rate for serving as custodian of records: \$70 per hour

The charges shall be billed in 15 minute increments.

Copies shall be billed at a rate of \$0.10 per page

Mailing costs shall be billed at any actual rate imposed by the U.S. Postal service for standard first class mailing, unless the Member requests an alternative mailing method, in which case all actual rates imposed by the requested carrier shall be billed directly through to the requesting party.

C. Requests of Minimal Time and Cost

If the Board concludes that a request submitted by a member involves a nominal amount of time and cost to the Association, it may, in its sole discretion, waive any of the above requirements. For purposes of this Resolution, "nominal requests" may include requests for copies of:

1. Approved minutes or highlights of the most recent meeting of the Board of Directors or membership Meeting;
2. Approved minutes or highlights of the most recent meeting of any Committee;
3. The Association's current annual operating budget;
4. The Association's most current financial management report;
5. The Association's most recent annual audit;
6. The Association's most recent income tax forms; and
7. The file of the requesting member.

If the Board decides to waive the cost associated with reproduction, the requesting member shall still be responsible for covering any copy costs incurred by the Association unless such costs are also waived by the Board.

D. Miscellaneous

1. The Association shall not have any obligation to create documents in response to any member's request for records.
2. The Board shall have the right to amend the cost schedule attached hereto as Exhibit B without having to amend the entire resolution.

This policy resolution shall become effective on September 26, 2012.

**THE UNIT OWNERS ASSOCIATION OF THE
CONDOMINIUMS AT KIRKPATRICK FARMS**

By 
President

THE UNIT OWNERS ASSOCIATION OF THE
CONDOMINIUMS AT KIRKPATRICK FARMS

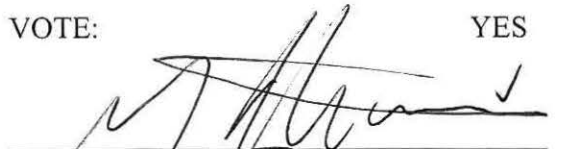
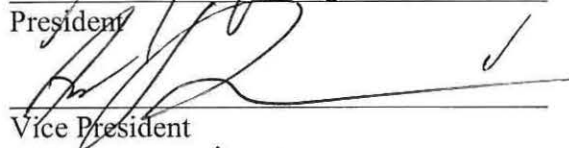

POLICY RESOLUTION NO. 12- 01

(Requests for Examination and Copying of the Association's Records)

Duly adopted at a meeting of the Board of Directors held Sept 26, 2012.

Motion by: Adam Dean Seconded by: Brook Reynolds

VOTE: YES NO ABSTAIN ABSENT

	✓				
President					
	✓				
Vice President					
<u>Rebecca L. Ynakey</u>	✓				
Treasurer					
					
Secretary					
<u>Ellen Murray</u>	✓				
Director					

ATTEST:

Secretary Date

Resolution effective: Sept 26, 2012.

K:\3131140\RESOLUTION\120618 record policy - cost schedule.doc

**THE UNIT OWNERS ASSOCIATION OF THE
CONDOMINIUMS AT KIRKPATRICK FARMS**

POLICY RESOLUTION NO. 12-02

(Procedures Related to the Submission and Resolution of Complaints)

WHEREAS, Article III, Section 2 of the Bylaws of The Unit Owners Association of the Condominiums at Kirkpatrick Farms (“Bylaws”) assigns the Board of Directors (“Board”) all of the powers and duties necessary for the administration of the Association and provides that the Board may do all such acts and things as are not by the Condominium Act, the Declaration, the Bylaws required to be exercised and done by the Association; and

WHEREAS, Section 55-530(E) of the Virginia Code requires the Association to establish reasonable procedures to resolve written complaints from the members of the Association or other citizens; and

WHEREAS, Section 18VAC48-70-10, *et seq.*, of the Virginia Administrative Code requires the Association to enact procedures governing the receipt and adjudication of written complaints required by September 28, 2012 and outlines the requirements for the content of such complaint procedures; and

WHEREAS, the Board has adopted a policy resolution requiring all complaints to be submitted to the Association’s Board of Directors in writing and establishing reasonable procedures governing the resolution of these written complaints so as to comply with the requirements of the governing documents and Virginia law.

NOW, THEREFORE, BE IT RESOLVED THAT the Board adopts the following policy:

1. **Complaint Must Be in Writing.** The Association shall act only on written complaints submitted to the Board in accordance with the procedures set forth in this Resolution. The Board has the discretion to act on verbal complaints if it believes the matter can be quickly resolved. However, the Board reserves the right to withhold action and require the complainant to submit a written complaint as provided for in this resolution.
2. **Complaint Form.** If an owner, resident or other person wishes to submit a formal complaint to the Association, such persons must complete the written complaint form attached hereto as Exhibit A and submit the complaint form to the Association’s management.
3. **Where Complaints Should be Sent.** All written complaints must be sent by United States Postal Service mail, hand-delivery, or facsimile to the Association at the following location unless otherwise advised by the Association’s Board:

The Unit Owners Association of the Condominiums at Kirkpatrick Farms
c/o Management Office
4330 Prince William Pkwy, Suite 201
Woodbridge VA 22192

Order: Z93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

Facsimile: (703) 361-8563

4. **Required Information.** The complaint must allege that either the Association or a member of the Association (including its Board of Directors or Management) has acted in a manner that is inconsistent with applicable laws and regulations. All complaints shall include the following information or shall be deemed invalid:
 - 1) The name and address of the complainant;
 - 2) The nature of the alleged complaint, including the relevant times, dates and places involved;
 - 3) The applicable laws or provisions of the Association's governing documents the complaint concerns;
 - 4) The name and address of any other persons involved, if known;
 - 5) Any other information the complainant deems relevant for the Board's review;
 - 6) The signature of the complainant.
5. **Acknowledgment of Receipt.** Upon receipt of a valid written complaint, the Association shall provide written notice acknowledging receipt of the complaint within seven (7) days of receipt of a completed Complaint Form.
6. **Association's Form of Correspondence.** The Association shall deliver written notice to the complainant by certified mail or hand-delivery, unless the complainant either has: (1) notified the Association that they consent to receiving written communications electronically; or (2) such method of communication is consistent with procedures that have been adopted by the Association's Board of Directors.
7. **Incomplete Complaint.** If the Association deems the complaint to be incomplete, the Association shall notify the complainant within seven (7) days of receipt of the submission. The notification shall state the additional information the complainant needs to provide to the Association to complete the Complaint Form. The complainant shall have an additional thirty (30) days to submit a completed Complaint Form. If a completed Complaint Form is not received within the 30-day time frame, the Association shall notify the complainant that a valid written complaint was not received and the matter is deemed closed. If the additional information is received within the 30-day time frame, the Association shall send acknowledgement of receipt as identified in Section 5 above and commence with investigation described in Section 8 below.
8. **Investigation Period.** Upon receipt of a valid written complaint, the Association shall investigate and resolve the complaint. The Board may contact the complainant in order to conduct its investigation. The complainant is obligated to cooperate with the Association's investigation. If the complainant does not cooperate, the Association may close the matter for failure to cooperate.
9. **Conclusion of Investigation.** The Association will conclude its investigation within 30 days of its receipt of the valid written complaint, unless the Association deems that more time is necessary to conclude the investigation.

Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

10. **Matters Not Involving Allegations of Violations by Other Residents.**

- A. **Notice.** If the complaint involves a matter that does not involve an allegation that an owner or resident is in violation of the Association's Condominium Instruments, or duly-adopted policies, rules or regulations, once the investigation is complete, the Board of Directors shall notify the complainant of the time, place and location that the matter will be considered by the Board.
- B. **Hearing.** The Board shall conduct a hearing on the alleged complaint. The complainant may present any evidence the complainant deems relevant to the subject of his complaint. The Board of Directors may question the complainant or any other persons it believes may have information relevant to the complaint. After all parties have presented evidence, the Board shall meet in executive session to consider the evidence.
- C. **Notice of Final Determination.** Following the conclusion of the hearing, the Board shall send the complainant a Notice of Final Determination within seven days after the hearing date. The Notice of Final Determination shall notify the complainant of the Board's decision, the provisions in the Condominium Instruments, Condominium Act or rules and regulations upon which the Board relied in reaching its decision, the registration number of the Association, and shall notify the complainant of his or her right to file a Notice of Final Adverse Decision as set forth in paragraph 12 below. If applicable, the Association shall provide the name and license number of the common interest community manager involved.

11. **Matters Involving Allegations of Violations by Other Residents.**

- A. **Notice.** If the complaint involves an alleged violation of the Association's Condominium Instruments, or duly-adopted policies, rules or regulations and the Association determines that there is sufficient evidence to establish probably cause that such a violation may exist, the Association will initiate an enforcement action against the appropriate party in accordance with its policy resolution that creates policies and procedures to ensure due process in enforcement cases. In such cases, the complainant shall receive a copy of the notice of violation. The notice will be dated as of the date of issuance and shall include specific citations to applicable association governing documents, laws, or regulation that led to the final determination, as well as the registration number of the Association.
- B. **Hearing.** A hearing will be called in accordance with the Association's policy resolution that creates policies and procedures to ensure due process in enforcement cases.
- C. **Notice of Final Determination.** Following the conclusion of the hearing, the Board shall send the complainant a Notice of Final Determination within seven days after the hearing date. The Notice of Final Determination shall notify the complainant of the Board's decision, the provisions in the Condominium Instruments, Condominium Act or rules and regulations upon which the Board relied in reaching its decision, the registration number of the Association, and

shall notify the complainant of his or her right to file a Notice of Final Adverse Decision as set forth in paragraph 12 below. If applicable, the Association shall provide the name and license number of the common interest community manager involved.

12. **Referral to Ombudsman.** The Notice of Final Determination shall advise the complainant of his or her right to file a Notice of Final Adverse Decision to the Office of the Common Interest Community Ombudsman at the below address:

Virginia Common Interest Community Ombudsman
9960 Mayland Drive, Suite 400
Richmond, Virginia 23233-1463
Phone: 804-367-2941
Email: CICOmbudsman@dpor.virginia.gov

13. **Record Keeping.** The Association shall maintain a record of the complaint for no less than one year from the date that the Association takes action on said complaint.
14. **Availability.** A copy of these procedures shall be made available to all owners and citizens upon request and on the Association's website.
15. **Resale Disclosure Packet.** A copy of these procedures shall be included in any resale disclosure packet issued after the effective date below.
16. **Annual report.** The Association shall certify with each annual report filing that the Association complaint procedure has been adopted and is in effect.

This policy resolution shall become effective on Sept 26, 2012.

**THE UNIT OWNERS ASSOCIATION OF THE
CONDOMINIUMS AT KIRKPATRICK
FARMS**

By _____


President

Be advised, the Association may elect not to take action on any complaint which does not conform to the above-referenced delivery requirements or include the requested information on this form.

The Association will provide written acknowledgement of receipt of the form within 7 days via certified mail, hand delivery, or electronic means, if applicable. If additional information is required, you will be notified in accordance with Section 7 of the Association's procedures.

The Association will investigate your complaint when it has received a valid written complaint.

The Association will conclude its investigation within 30 days of its receipt of your valid written complaint. Once investigation is concluded, you will be notified of when and where your matter will be reviewed by the Board (or other body, if applicable).

After the Board has made its final determination, the Board will send you a written Notice of Final Determination within 7 days of the decision by either via certified mail, hand delivery, or electronic means, if applicable.

Once you have received a Notice of Final Determination, you have the right to contact the Office of the Common Interest Community Ombudsman. In accordance with the Common Interest Community Board's ("CIC Board") rules and procedures and Va Code § 55-530, you may give notice to the CIC Board of any final adverse decision which your Association may make regarding your complaint. You must file the notice within 30 days of the final adverse decision. Your notice must be in writing on forms prescribed by the Commonwealth Board, shall include copies of all records pertinent to the decision, and shall be accompanied by a \$25 filing fee. The Commonwealth Board may, for good cause shown, waive or refund the filing fee upon a finding that payment of the filing fee will cause you undue financial hardship. For more information or to submit a complaint to the Common Interest Community Ombudsman, please contact the Office of the Common Interest Community Ombudsman at:

Virginia Common Interest Community Ombudsman
9960 Mayland Drive, Suite 400
Richmond, Virginia 23233-1463
Phone: 804-367-2941
Email: CICombudsman@dpor.virginia.gov

You must date and sign this form. Anonymous complaints will not be accepted.

Signature: _____

Date: _____

The Association will maintain a record of your complaint for one year from the date upon which it takes action to resolve your complaint.

To be completed by Association representative only

Received by: _____

Date: _____

Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

Exhibit A
THE UNIT OWNERS ASSOCIATION OF THE
CONDOMINIUMS AT KIRKPATRICK FARMS

COMPLAINT FORM

(To comply with Section 55-530 of the Virginia Code and 18 VAC 48-70-10, *et seq.*)

You may use this form to file a complaint concerning The Unit Owners Association of the Condominiums at Kirkpatrick Farms (the "Association"). Should you choose to file a complaint using this form, please complete, sign and date this form and mail or fax it to the Association's common interest community manager at the address below:

The Unit Owners Association of the Condominiums at Kirkpatrick Farms
Attn: Management Staff
4330 Prince William Pkwy, Suite 201
Woodbridge VA 22192
Facsimile: (703) 361-8563

Name of Complainant(s):

Address: _____

Phone: (Home) _____ **(Work)** _____
(Mobile) _____ **(Email)** _____

Preferred method of communication: _____ **Writing** _____ **E-mail**

Please described the nature of your complaint and cite any provisions of the Association Documents or applicable statute or regulations that is the basis for your complaint (please attach all documents and communications supporting your complaint – you may use additional pages):

Name and address of persons that are the subject of complaint:

Description of Relief Being Sought by Complainant or Requested Action:

**THE UNIT OWNERS ASSOCIATION OF THE
CONDOMINIUMS AT KIRKPATRICK FARMS**




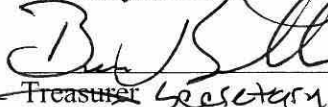
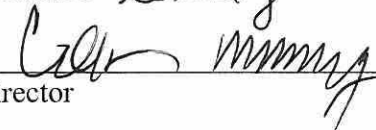
POLICY RESOLUTION NO. 12-_____

(Procedures Related to the Submission and Resolution of Complaints)

Duly adopted at a meeting of the Board of Directors held September 26 2012.

Motion by: Adam Dean Seconded by: Rebecca Mavery

VOTE:

	YES	NO	ABSTAIN	ABSENT
 _____ President	✓	_____	_____	_____
 _____ Vice President	✓	_____	_____	_____
 _____ Secretary Treasurer	✓	_____	_____	_____
 _____ Treasurer Secretary	✓	_____	_____	_____
 _____ Director	✓	_____	_____	_____

ATTEST:

Secretary

Date

Resolution effective: Sept 26, 2012.

Regular Meeting Minutes
Condominiums at Kirkpatrick Farms (The)

Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

Condominium at Kirkpatrick Farms
Board of Directors Meeting
25520 Summerall Drive, Aldie VA, 20105

September 25, 2019

Call to Order: 7:00pm

Members in Attendance for Quorum:

Brock Reynolds

Blake Boynton

Kevin Mason

Property Manager:

Byron McCauley

Homeowners Open Forum:

Shutters lying around the neighborhood, we need to pick up those shutters that have fallen and just lying around the neighborhood.

Trash around the neighborhood. Are there independent contractors that can clean up the neighborhood once a week or once a month...? Possibly Downscapes? Homeowners are complaining about trash in the neighborhood.

Ask pet waste company to patrol the area near the dog station of curiosity where indicated below, to pick up any excess poop.

The Board has agreed to do a quick walk through on the day before a board meeting.

Next meeting we need to approve the budget. Make sure Colin and Ryan have a chance to review.

Amend the draft letter that goes with the budget to include information about the trash dates and times you put out your cans, and when to put them back in your garage.

Adjournment: 8:35pm

Respectfully Submitted By: Brock Reynolds

VA CONDOMINIUM UNIT OWNERS ASSOCIATION RESALE

Condominiums at Kirkpatrick Farms (The)

Current Owner: Estate of Camerron Taylor

**Property Address: 41870 Inspiration Ter
Aldie, VA 20105-4615**

Requestor Name: Frank Pugh

Requestor Phone: 703-777-6084

Date Prepared: 02-27-2020

In accordance with Section 55.1-1990 of the Virginia Condominium Act, as amended, we hereby certify that, based on the best knowledge and belief of the association, the information set forth below is accurate as the date hereof.

- | | |
|---|---------------------|
| 1. Does the Association's legal documents include any restrictions on sale which would limit the free transferability of title? (Age Restrictions, First Right of Refusal or other deed/income restrictions). | See Comments |
|---|---------------------|
2. The regular assessment amount is:
\$384.00 per month.
The monthly assessment includes the assessment due to the Kirkpatrick Farms Master Association.
 3. Other fees or charges imposed by the Association:
Late fee charged after the 15th: \$25.00
 4. Any approved expenditures that require an additional assessment during the current year or the immediately succeeding fiscal year are:
None
 5. The status of the account is as follows. Total assessments, other fees or charges in arrears, through the date above, are:
\$793.00
 6. The post-closing fees associated with the purchase, disposition and maintenance of the condominium unit and the use of the common elements, payable to Cardinal Management, are:
Post Closing Fee: \$58.50
 7. Other fees and charges by other entities or facilities are as follows:
Kirkpatrick Farms Master fee paid through condo fee.
 8. The current amount of any reserve or replacement fund is (summary & copy is enclosed):
\$280,098
 9. No portion of the fund designated for any specified project by the executive organ except as follows:
Roof work expected 2019 approximately 100k - contract not awarded
 10. Attached are a copy of the Association's current budget (or a summary thereof) and a copy of its statement of income and expenses or financial condition for the last fiscal year available.
 11. The balance due of any outstanding loans of the Association is:

VA CONDOMINIUM UNIT OWNERS ASSOCIATION RESALE

Condominiums at Kirkpatrick Farms (The)

N/A

12. There are no pending suits or unpaid judgments to which the Association is a party which either could or would have a material impact on the association or its members or which relates to the unit being purchased except as follows:

None

13. As required by the Associations Declaration and Bylaws, certain insurance policies including liability, hazard, property damage, comprehensive liability, and directors and officers, as well as a fidelity bond are maintained. Members of the Association are strongly urged to obtain property damage, flood, comprehensive liability and any other typical homeowner coverage recommended by their personal insurance agent.

14. Fidelity Bond Amount:

1,000,000

15. Insurance contact information:

Nationwide Insurance

Brent Lucas lucasb@nationwide.com

703-779-0111

16. A description of any conditions on the owner's unit, or limited common elements assigned thereto, that the Association has actual knowledge are in violation of the condominium instruments:

See attached Compliance Inspection Form.

17. There is no restriction, limitation, or prohibition on the right of a unit owner to display the flag of the United States on the owner's unit, including, but not limited to reasonable restrictions as to size, place and manner of placement or display of such flag and the installation of any flagpole or similar structure necessary to display such flag except as follows:

No Unit Owner shall obstruct any of the Common Elements nor shall any Unit Owner place or cause or permit anything to be placed on or in any of the Common Elements (except those areas designated for such storage or parking by the Board of Directors) without the approval of the Board of Directors. Nothing shall be altered or constructed in or removed from the Common Elements except upon the prior written consent of the Board of Directors.

18. There is no restriction, limitation, or prohibition on the right of a unit owner to install or use solar energy collection devices on the owner's unit except as follows:

No Unit Owner shall obstruct any of the Common Elements nor shall any Unit Owner place or cause or permit anything to be placed on or in any of the Common Elements (except those areas designated for such storage or parking by the Board of Directors) without the approval of the Board of Directors. Nothing shall be altered or constructed in or removed from the Common Elements except upon the prior written consent of the Board of Directors.

19. Known project approvals currently in effect by secondary mortgage market agencies:

VA CONDOMINIUM UNIT OWNERS ASSOCIATION RESALE

Condominiums at Kirkpatrick Farms (The)

We have no knowledge of any secondary mortgage approvals. Interested parties are encouraged to contact appropriate secondary market agencies for this information if so inclined.

20. Is the condominium or any portion thereof located within a development subject to the Property Owner's Association Act? **Yes**

21. Attached to this packet are the current Bylaws, Rules and Regulations and Architectural Guidelines adopted by the unit owner's association. Also attached are any approved minutes of the board of directors and association meetings for the six calendar months preceding the request for the resale certificate.

22. If notice has been given to the unit owner by the unit owners' association of any current or pending rule or architectural violation, then it is attached.

23. Are there any limitations on the number of persons who may occupy a unit as a dwelling?

24. The association has filed with the Common Interest Community Board the annual report required by 55.1-1835 of the Code of Virginia. The certificate number is (#) and expires on:

Certificate Number: 0550 007410

Expires on: 10-31-2020

25. The association complaint procedure required by 18 VAC 48-70-60 and pursuant to 18 VAC 48-70-40 and 18 VAC 48-70-50 is:

Policy Resolution No. 12-02

26. The name and address of the Management Agent is:

Cardinal Management Group, Inc.
4330 Prince William Pkwy, Suite 201
Woodbridge, VA 22192

All fees and costs for the disclosure packet shall be the personal obligation of the lot owner and shall be an assessment against the lot and collectible as any other assessment in accordance with the provisions of the declaration and Section 55.1-1833, if not paid at settlement or within 60 days of the delivery of the disclosure packet, whichever occurs first.

- (i) the purchaser is responsible for his own examination of the documents included in the resale disclosure;
- (ii) the purchaser shall carefully review the entire resale certificate or disclosure package; and
- (iii) the contents of the resale certificate or disclosure package shall control to the extent that there are any inconsistencies between the CIC Board form and the resale certificate or disclosure package.

The information above was obtained by the following representative of the project's Homeowners Association

Name: Alexandra Soriagalvarro

Title: Ms.

Phone: 703-569-5797

Date: 02-27-2020

VA CONDOMINIUM UNIT OWNERS ASSOCIATION RESALE

Condominiums at Kirkpatrick Farms (The)

Comments

Question #1 ADU Loudoun County

Question #23 Follow Loudoun County law.

If settlement does not occur within 60 days of the delivery of the disclosure packet, or funds are not collected at settlement and disbursed to the association or the common interest community manager, all fees, including those costs that would have otherwise been the responsibility of the purchaser or settlement agent, shall be (i) assessed within one year after delivery of the disclosure packet against the lot owner, (ii) the personal obligation of the lot owner, and (iii) an assessment against the lot and collectible as any other assessment in accordance with the provisions of the declaration and § 55-516. The seller may pay the association by cash, check, certified funds, or credit card, if credit card payment is an option offered by the association. The association shall pay the common interest community manager the amount due from the lot owner within 30 days after invoice.

Post Office Box 29570
Richmond, Virginia 23242-0570
(804) 367-8510
cic@dpor.virginia.gov
www.dpor.virginia.gov

Common Interest Community Board CONDOMINIUM UNIT OWNERS' ASSOCIATION RESALE CERTIFICATE NOTICE

Section 54.1-2350 of the *Code of Virginia* requires that this form accompany resale certificates issued pursuant to § 55.1-1990 of the *Code of Virginia*.

The unit being purchased is in a development subject to the Virginia Condominium Act ("Act"). Properties subject to the Act are considered "common interest communities" under the law. Owning and living in a community governed by a common interest community association has benefits and obligations. Upon accepting title to a unit within a condominium, membership in the condominium unit owners' association ("association") is mandatory and automatic. The Act also specifies the contents of the **resale certificate**, and fees that may be charged for preparation and distribution of the resale certificate.

In addition to information provided in the resale certificate, the following are important considerations when purchasing a condominium unit.

Assessments

Each unit owner is responsible for and obligated to pay regular assessments and, if applicable, other assessments, including special assessments, and other mandatory fees to ensure that the association's financial requirements are met. Assessments are mandatory, imposed by the association for expenses incurred for maintenance and services provided for the benefit of some or all of the units, reserves for future expenditures, the maintenance, repair, and replacement of the common elements, including for the construction or maintenance of stormwater management facilities, insurance, administrative expenses, and other costs and expenses established in the condominium instruments. Failure or refusal to pay assessments and any other mandatory fees may result in imposition of late fees, interest, costs and attorney fees, recordation of a lien against the unit, filing a lawsuit and obtaining judgment against the unit owner, foreclosing on the unit to enforce the lien, and other actions permitted by the condominium instruments and the Act.

Declaration and Other Condominium instruments

The condominium instruments include the declaration and exhibits – bylaws of the unit owners' association, common element interest table, plats and plans, and other exhibits ("condominium instruments"). The condominium instruments and other information provided with the resale certificate establish the condominium and describe the basis for living in a condominium. The form of governance, nature and scope of services, as well as limitations on property use are addressed in the condominium instruments, rules and regulations, and association policies.

Unit owners have the responsibility, among other things, to comply with condominium instruments, rules and regulations, and association policies that outline what unit owners may and may not do in their units and on the common elements. Use of common elements, financial obligations of unit owners and other rights, responsibilities and benefits associated with ownership are subject to the provisions of condominium

instruments, rules and regulations, and association policies. Some decisions are made by the association executive organ (often called the board of directors), while other decisions are reserved to association members. Failure to comply with the condominium instruments, rules and regulations, and association policies may result in monetary penalties, suspension of certain privileges, and legal action taken against the unit owner.

Limitations

The condominium instruments, rules and regulations, and association policies may establish limitations affecting use of individual units and the common elements. While the limitations applicable to each condominium may vary from community to community, § 54.1-2350 of the Code of Virginia makes particular reference to the following. The condominium instruments, rules and regulations, and association policies may establish:

- Limitations on the authority of a unit owner to rent the unit.
- Limitations on parking and storage of certain types of motor vehicles and boats within the community.
- Limitations on maintenance of pets within a unit or on common elements.
- Limitations on operating a business within a unit.
- Architectural restrictions on changes to units.
- The period or length of time that the declarant (developer) may control membership on the executive organ, make decisions on behalf of the association, and therefore operate the association. This period is often referred to as the *declarant control period*. At the conclusion of the declarant control period, control of the association is transferred to the members.

This list does not represent all limitations that may affect units within the common interest community.

Important Notice for Purchasers

The contract to purchase a condominium unit is a legally binding document. The purchaser may have the right to cancel the contract after receiving the resale certificate.

Information provided in this form is a summary of select matters to consider when purchasing a condominium unit but should not be relied upon to understand the character and nature of the condominium and the unit owners' association.

The purchaser is responsible for examining the information contained in and provided with the resale certificate. The purchaser shall carefully review the entire resale certificate. The purchaser may request an update of the resale certificate.

The contents of the resale certificate control to the extent that there are any inconsistencies between this form and the resale certificate.

The Resale Certificate must include the following:

- 1 An appropriate statement regarding unpaid assessments pursuant to subsection H of § 55.1-1966 which need not be notarized and, if applicable, an appropriate statement regarding rights of first refusal or other restraints on alienation pursuant to § 55.1-1969;
- 2 A statement of any expenditure of funds approved by the unit owners' association or the executive organ that shall require an assessment in addition to the regular assessment during the current or the immediately succeeding fiscal year;
A statement, including the amount, of all assessments and any other fees or charges currently imposed by the unit owners' association, together with any known post-closing fee charged by the common interest community manager, if any, and associated with the purchase, disposition and maintenance of the condominium unit and the use of the common elements, and the status of the account;
- 3 A statement whether there is any other entity or facility to which the unit owner may be liable for fees or other charges;
- 4 The current reserve study report or a summary thereof, a statement of the status and amount of any reserve or replacement fund, and any portion of the fund designated for any specified project by the executive organ;
- 5 A copy of the unit owners' association's current budget or a summary thereof prepared by the unit owners' association and a copy of the statement of its financial position (balance sheet) for the last fiscal year for which a statement is available, including a statement of the balance due of any outstanding loans of the unit owners' association;
- 6 A statement of the nature and status of any pending suits or unpaid judgments to which the unit owners' association is a party which either could or would have a material impact on the unit owners' association or the unit owners or that relates to the unit being purchased;
- 7 A statement setting forth what insurance coverage is provided for all unit owners by the unit owners' association, including the fidelity bond maintained by the unit owners' association, and what additional insurance coverage would normally be secured by each individual unit owner;
- 8 A statement that any improvements or alterations made to the unit, or the assigned limited common elements, are or are not in violation of the condominium instruments;
- 9 A copy of the current bylaws, rules and regulations and architectural guidelines adopted by the unit owners' association and the amendments thereto;
- 10 A statement of whether the condominium or any portion thereof is located within a development subject to the Property Owners' Association Act (§ 55.1-1800 et seq.) of Chapter 18 of this title;
- 11 A copy of the notice given to the unit owner by the unit owners' association of any current or pending rule or architectural violation;
- 12 A copy of any approved minutes of the executive organ and unit owners' association meetings for the six calendar months preceding the request for the resale certificate;
- 13 Certification that the unit owners' association has filed with the Common Interest Community Board the annual report required by § 55.1-1980; which certification shall indicate the filing number assigned by the Common Interest Community Board and the expiration date of such

filing;

- 15 A statement of any limitation on the number of persons who may occupy a unit as a dwelling;
- 16 A statement setting forth any restrictions, limitation or prohibition on the right of a unit owner to display the flag of the United States, including, but not limited to reasonable restrictions as to the size, time, place, and manner of placement or display of such flag;
- 17 A statement setting forth any restriction, limitation, or prohibition on the right of a unit owner to install or use solar energy collection devices on the unit owner's property;
- 18 A statement indicating any known project approvals currently in effect issued by secondary mortgage market agencies;
- 19 A copy of the fully completed form developed by the Common Interest Community Board pursuant to § 54.1-2350; and
- 20 The association complaint procedure required by 18 VAC 48-70-60 and pursuant to 18 VAC 48-70-40 and 18 VAC 48-70-50.

Reserve Study
Condominiums at Kirkpatrick Farms (The)

Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
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Engineering and Technical Consultants, Inc.

8930 Old Annapolis Road, Suite G, Columbia, Maryland 21045
t 410.740.2233 f 410.740.9409

January 31, 2013

Cardinal Management Group, Inc.
4330 Prince William Parkway, Suite 201
Woodbridge, Virginia 22192

ATTENTION: Mr. John Adams

SUBJECT: Report of Replacement Reserve Study
Condominiums at Kirkpatrick Farms
Aldie, Virginia
ETC Proposal: M0-1639

Dear Mr. Adams:

Engineering and Technical Consultants, Inc. (ETC) respectfully submits this report of our evaluation services at the above referenced property. This work was performed in accordance with our proposal (PM2-4158), dated July 30, 2012. Written authorization to proceed with the study (signed by Gregory Moulthrop, President of the Board of Directors) was received in our office on August 27, 2012.

Our inspection services were intended to assist you in:

- Evaluating existing conditions;
- Determining immediate or short-term repair needs; and,
- Generating a practical repair/replacement reserve schedule and cash-flow chart.

Our work was confined to the following elements:

1. Exterior facing systems;
2. Roof coverings;
3. Unit balconies;
4. Fire suppression (sprinkler) systems;
5. Pavement;
6. Foot path;

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7. Sidewalks; and,
8. Curb and gutter assemblies.

This report includes a brief summary of background information and, for each of the components inspected, discussions of our findings, comments and recommendations. Some photographs are attached to this report (in Appendix A) to help illustrate certain findings. Compiled in Appendix B is a tabular summary of future capital reserve requirements and a twenty-year cash-flow chart. Included in Appendix C is some general technical information regarding certain elements of the property.

BACKGROUND INFORMATION

The subject property is a residential community comprised of one hundred fifty-eight (158) townhomes. The property was constructed between 2008 and 2010. In 2010 we performed a warranty/transition inspection of the condominium. A written report of that study was submitted on October 29, 2010.

Our findings for this study are based on physical inspections of the property, conducted by staff representatives in September, 2012. Our work did not include sampling or testing of any components and no building plans were provided for our review. Consequently, some evaluations/opinions expressed in this report are based on assumptions regarding such matters as concealed details, construction profile, condition of internal components, etc.

EXTERIOR FACING SYSTEMS

The buildings are primarily faced with brick masonry and vinyl siding. Both natural and synthetic wood is utilized as trim at various locations (windows, doors, fascia and rake boards, etc.). Projecting window bays are clad with panels of unknown composition. Synthetic moldings and architectural embellishments (pediments, pilasters, cornices, etc.) were installed in places.

Observations

The exterior facing systems appeared overall to be in fair condition. The following potential problems and areas of concern were noted.

1. It was determined during our earlier study that leakage had occurred through the exterior facing systems in the vicinity of some window openings. Questionnaires were distributed as part of that study and eleven (11) respondents reported episodes of leakage through window openings under conditions of normal rainfall. It is unknown what, if any steps have been taken to correct those problems.
2. The transitions between brick masonry and the siding, panel cladding and windows are defined by brick rowlocks (ledges) that were partly covered with sheet metal cap flashings. It could not be determined how the cap flashings were terminated behind the external components (masonry, cladding and windows). Most were caulked along both top and bottom interfaces. Normally, the flashings would be counterflashed by building felts/wraps and upper interfaces would provide avenues for water to escape the system. As such, they should not be sealed.

Proper cap flashings (typically fabricated of fairly heavy gauge metal) should have been installed along the tops and at least one inch down the vertical faces of the ledges and be fastened with cleats. A continuous slope away from the wall should be maintained.

3. The siding exhibited planar irregularities (bulges, waviness, etc.) at a few locations. It could not be determined whether these conditions reflect irregularities in the underlying sheathing, improper installation and/or fastening or a combination thereof.

Vinyl siding moves (expands and contracts) considerably in response to temperature changes and the most common cause of bulging is failure by the installer to allow for such movement. Fasteners (nails) should be located within the center of the elongated nail holes and they should be driven such that a gap remains between the nail head and the siding. That procedure permits unrestricted movement and failure to do so can result in distortion.

4. Some trim elements were clad with sheet metal and it was improperly installed in areas. At some building rakes lower sections of cladding were lapped over the upslope sections (see Photograph 1). That configuration will collect rather than shed water.
5. A number of sealant joints were in poor condition. Cohesive failures (tears) and adhesive failures (bond breaks) were noted in areas (see Photographs 2 and 3). Cohesive failures are usually caused by improperly sized joints (which should be approximately half as deep as they are wide) and/or three-point bonding. Adhesive failures are usually the result of improper preparation (especially cleaning) of the substrate.

Conclusions

Masonry exterior facing systems can generally be expected to remain serviceable for the life of the structure. Periodic major repairs are usually required to assure proper performance and maintain watertight integrity.

Provided that the deficiencies are corrected and that they are properly maintained, the vinyl siding elements should remain serviceable for another twenty (20) to twenty-five (25) years. The defective building sealants have reached the end of their serviceable life. The remainder should remain serviceable for another ten (10) to fifteen (15) years. Occasional repairs should be anticipated in the interim.

Recommendations

The issues of leakage at window openings and siding irregularities should be investigated further. That work should include spray testing of problematic areas and removal of involved exterior facing elements (masonry, siding, trim, etc.) to permit inspection of internal components.

Proper cap flashings should be installed at the masonry rowlock ledges. All improperly installed metal cladding on trim elements should be removed and replaced in the proper orientation.

Defective sealants should be removed and replaced with new elastomeric sealant. The new joints should be properly sized with respect to width and depth and appropriate measures should be employed to prevent three-point bonding.

In order for exterior facing systems to achieve maximum life-cycle performance, they must be properly maintained. Presented in Appendix C are some general guidelines for maintaining brick masonry.

ROOF COVERINGS

The main building roofs are double-sloped with a pitch (slope) of approximately six (6) to eight (8) inches per linear foot. Those roof coverings generally consist of asphalt-impregnated, fiberglass-reinforced shingles over fifteen (15) pound felt underlayment. Drainage of surface water is facilitated by gutter and downspout assemblies mounted along the roof edges. Attic ventilation is provided by screened openings (inlets) along the soffits (eaves) and passive outlets mounted along the ridges (peaks) of the roofs.

Water tables (sloped ledges at the gable ends) and the tops of projecting window bays are covered with standing-seam metal.

It was determined during our earlier study that leakage had occurred through some roof coverings. Questionnaires were distributed as part of that study and ten (10) respondents reported episodes of leakage under conditions of normal rainfall. It is unknown what, if any steps have been taken to correct those problems.

Observations

The roof coverings appeared overall to be in relatively good condition. The following potential problems and areas of concern were noted.

1. Shingles were improperly installed and/or damaged at numerous locations.
 - a. Numerous shingles were face-nailed, rendering them vulnerable to water intrusion (see Photograph 4).
 - b. A number of fasteners were improperly positioned. The involved fasteners were improperly located within or above the self-sealing strip, rendering the shingles vulnerable to wind damage. The fasteners should have been placed below the sealing strips and above the cutouts. Shingle tabs were missing in areas, probably due to improper fastening (see Photograph 5).
 - c. The shingle overhang was excessive (as much as three to four inches) in areas (see Photograph 6). The proper overhang is between one-quarter to three-eighths of an inch, which helps protect the roof edges and renders overhanging shingles less susceptible to distortion, wind damage, etc.
2. The flashings around many of the penetrations were not installed in accordance with industry standards (see Photograph 7).
 - a. The flashings featured exposed fasteners.

- b. The flashings were generally not set in cement.
- c. In some instances shingle edges or keyways were aligned with the edges of flashing flanges, rendering them open to possible water intrusion.

The standing-seam metal coverings at the projecting window bays did not appear to be properly flashed at the top edges. The top edges appeared to have been surface-mounted and sealed (caulked) in place. They should have been protected with throughwall or regletted counterflashings. Improperly protected window bay coverings could be the sources of the water intrusion discussed in the Exterior Facing System section of this report. The water tables appeared to be in relatively good condition.

Conclusions

Provided that the deficiencies noted in our transition study inspections were corrected and that the systems are properly maintained, the shingle roof coverings should remain serviceable for up to another fifteen (15) to twenty (20) years. With proper repairs, the standing-seam metal roof coverings could have serviceable lives of up to forty (40) years, or longer. Occasional repairs to all roofs should be anticipated in the interim.

Recommendations

As previously delineated, many roof-related details require repair and/or replacement. Noted deficiencies notwithstanding, we believe that the shingle and metal roof coverings are essentially repairable. Detailed specifications should be developed and the work should be monitored to help assure an appropriate level of workmanship and system performance.

Necessary roof repairs would generally include the following:

1. Removal and replacement of improperly installed, fastened, damaged and/or missing shingles;
2. Trimming of shingles with over three-eighths-inch overhang;
3. Removal and replacement of defective/deficient penetration flashings; and,
4. Installation of proper counterflashings at the utility rooms and projecting window bays.

In order for roofing systems to achieve maximum life-cycle performance, they must be properly maintained. Presented in Appendix C are some general guidelines for maintaining roof coverings.

UNIT BALCONIES

The units feature wood-framed balconies. The decks are comprised of dimensional lumber (wood planks). Fall protection is provided by surface-mounted, wood guardrails. The undersides of the balconies are covered with perforated soffits. What appeared to be clothes dryer vents discharge through the soffits.

Observations

The balcony structures and decking appeared at the time of our inspection to be in good condition. Some dryer vent outlets were loose and/or do not align with the soffit openings, which probably introduces considerable water and lint into the spaces between the balcony decks and the soffits (see Photograph 8). Most of the vented soffits were stained with algae (see Photograph 9).

Soffits below open plank decking can accumulate substantial debris over time and are generally not recommended. The weight of accumulated debris could eventually be sufficient to dislodge panels. Furthermore, wet organic materials in the cavities could foster the growth of mold and other undesirable organisms.

Conclusions

Provided the balconies were properly constructed (particularly with respect to the use of preservative treated lumber) they could remain serviceable for up to twenty-five (25) years. Occasional repairs should be anticipated in the interim.

Recommendations

In our opinion the balcony soffits should be permanently removed and the dryer vents should be relocated to discharge through the exterior walls. At a minimum, the misaligned and loose dryer vent outlets should be remounted.

FIRE PROTECTION SYSTEMS

The fire alarm systems primarily consist of central control modules, graphic annunciator panels, audible alarms and activation devices. The fire alarm systems utilize manual pull stations, sprinkler system flow switches, and flame/smoke detectors as alarm activators. During alarm episodes, annunciator panels display the location of the activated device(s).

Fire protection in conditioned building interiors and unit balconies is provided by fire suppression (sprinkler) systems, which employ water as the suppressant. The systems appeared to have been installed in a "wet-pipe" configuration, wherein water is present in the conductors at all times.

Our inspections of the fire alarm and suppression systems were limited to visual examinations of accessible external elements. No intrusive inspections or system tests were performed.

Observations

At the time of our inspections, no apparent problems were noted with regard to the fire protection systems and none were reported to us. It should be noted, however, that we did not test any system components.

Conclusions

The major elements (conductors) of the sprinkler systems could remain serviceable for up to seventy-five (75) years, or longer. Replacement of water pumps, heads, activation devices, etc. should be anticipated in the interim.

Recommendations

The fire protection systems should be periodically inspected by a qualified service provider. At a minimum, the systems should be serviced annually.

The Condominium Association should establish a policy regarding heating of interior spaces. Specifically, residents should be advised that heating systems should never be turned off or thermostats set too low to provide freeze protection for sprinkler and other water conductors. In our opinion, temperatures below sixty-five (65) degrees, Fahrenheit would be potentially problematic. It is not uncommon for occupants to turn heating systems off or set activation temperatures below safe levels during periods of prolonged absence (such as vacations).

We also recommend that arrangements be made with the electric service provider that the Association be notified of impending service termination (such as for non-payment, unit abandonment or foreclosure, etc.). In such an event, the Association should take steps necessary to ensure continued service and adequate heating of the space to prevent freezing.

ASPHALT PAVEMENT AND FOOT PATH

Vehicular access and surface parking are provided by asphalt paved roadways, alleys, and parking areas. No information was provided to us regarding the construction profile, substrate conditions or other design considerations. An asphalt foot path extends through a portion of the community.

Observations

The asphalt pavement appeared overall to be in good condition. No significant cracking, raveling, slippage or other patent defects were noted; however, problems associated with substandard/deficient design may not manifest for a number of years.

The foot path appeared overall to be in fair condition. Cracks were noted in a number of areas, particularly along path edges (see Photograph 10).

Conclusions

The primary factors to consider in projecting life-cycle performance of the pavement are construction profile (composition and thickness) substrate stability (bearing capacity) and the loads to which it will be subjected. In the absence of specific information regarding soil properties and other design factors, we can only surmise that the pavement was properly designed and placed. Accordingly, the pavement should have a remaining serviceable life of fifteen to twenty years.

Significant repairs should be anticipated in the interim. This assessment is also based on the premise that rehabilitation (overlayment) will be performed at a financially advantageous time. The cost to place a properly executed overlay depends upon the condition of the existing pavement.

Distressed areas must be repaired prior to placement and the cost of proper repairs can be as much as twice the cost (per square yard) of that to place the overlay. Therefore, the more repairs that are necessary, the more the overall cost for the overlay. Accordingly, pavements are normally rehabilitated at a time when substantially less than fifty percent of the asphalt exhibits significant distress.

Asphalt foot paths of the type at this property typically have serviceable lives of ten (10) to fifteen (15) years. The edge cracking is likely progressive; therefore, a life cycle at the lower end of that range is projected.

In order for asphalt pavement to achieve maximum life-cycle performance, it must be properly maintained. Presented in Appendix C are some general guidelines for maintaining asphalt pavement.

SIDEWALKS AND CURB AND GUTTER ASSEMBLIES

Concrete sidewalks extend around the perimeter of the paved elements and lead to building entrances. Drainage of surface water in the paved areas is facilitated by concrete curb and gutter assemblies that discharge into a stormwater management system.

Observations

The concrete sidewalk and curb and gutter assemblies appeared overall to be in fair to good condition. Cracked/broken sections of concrete were noted in areas (see Photograph 11) and substandard repairs were executed in some instances. What appeared to be an elastomeric sealant was applied at sections of broken/chipped concrete and the material does not match the concrete with respect to color or texture (see Photograph 12).

Discussion

There are many factors that could have an impact on the serviceable lives of the concrete paved elements and all should be considered when projecting life-cycle estimates. Foremost among those factors is the construction profile (thickness, reinforcement and concrete mix). Our inspections did not include any sampling or analysis of the concrete, nor were we provided any information regarding profile; therefore, our projections are based only on "typical" construction practices.

The stability of the substrate (soil) is also a major factor. Movement (settlement) of the substrate can result in cracks and/or uneven displacement. Site drainage characteristics could also influence the useful lives of the concrete and asphalt components. Deficient drainage could contribute to undermining of the substrate as well as frost heaving.

Improper ice removal procedures could damage concrete and diminish serviceable life. The most commonly used ice-control agents contain chemical compounds that tend to attack concrete. Calcium chloride is particularly effective as a control agent; however, it can be highly destructive to concrete when applied in heavy concentrations.

Tree roots can severely damage concrete and asphalt. As the roots expand they can exert sufficient pressure to break and/or heave sidewalks, curb and gutter assemblies, pavement, etc. It is common practice to remove tree roots during concrete replacement projects; however, caution should be exercised. Removing or damaging major roots (particularly those within the drip line of the tree canopy) could render trees unstable and vulnerable to topping. An arborist should be consulted before removing structural roots.

Conclusions

Based on observable conditions, we project a remaining serviceable life of approximately forty-five (45) to fifty (50) years for the concrete sidewalks. Some elements may fail within the first five (5) years; others may remain serviceable well beyond fifty (50) years.

Recommendations

The sidewalks should be inspected at least twice a year for cracks, spalled surfaces, displacement, evidence of substrate erosion (voids), etc. Seriously distressed areas should be mapped and clearly marked (for repairs).

Unit costs for concrete replacement tend to decrease as quantity increases; therefore, the inclination is to defer minor repairs. It can be financially advantageous to delay (and accumulate) repairs to minor cracks, cosmetic flaws and moderate spalling; however, most defects tend to be progressive. Such marginal conditions should be monitored and promptly corrected if they deteriorate to potentially hazardous states.

Care should be taken with ice-control measures to minimize damage from deicing agents. If destructive materials are used (such as calcium chloride), they should be broadcast evenly and sparingly over the sidewalks to partially melt ice and thin layers of compacted snow so that it can be easily removed by mechanical methods (shovel, scraper etc.).

Chemicals should not be used for snow removal. When conditions permit, the residual chemicals should be rinsed or swept from the surface. It should be noted that many control agents can also damage plant life and contaminate the soil for a year or longer.

FINAL COMMENTS

Although our evaluation was confined to visual examination of exposed surfaces, we believe it was sufficient for us to form a reasonable judgment of the existing general conditions. In addition, our findings regarding specific defects do not include locations of all similar conditions throughout the project.

The attached photographs (Appendix A) and repair/replacement reserve schedule and cash-flow chart (Appendix B) should help to delineate more clearly the conditions found and our recommendations for this project. The supplementary technical information (in Appendix C) is provided to assist the Association with future repairs and maintenance.

We strongly recommend that a comprehensive preventive maintenance program be designed and implemented as soon as possible. Without question, preventive maintenance affords substantial financial benefits. Qualified specialty consultants should be retained for this project to:

- Identify and inventory all maintenance worthy elements;

- Specify explicit procedures (tasks);
- Specify materials;
- Specify task frequency; and
- Develop a periodic schedule.

To be effective, any program must be routinely monitored by management. This can be accomplished either directly or through specialty services.

In addition, timely corrective maintenance is generally less costly in the long term than deferred repairs. Moreover, if repairs are made as needed, before they are allowed to accumulate, the expenses should be incremental and easier to absorb.

For all major repair or replacement work, a qualified engineer should be retained to provide technical assistance in the following areas.

- Where feasible (such as for pavement), samples should be obtained to better determine in-place conditions.
- Specifications, plans, details, etc. should be developed for repair and/or replacement work.
- Bids should be solicited from contractors that are qualified and have performed similar work in the past.
- The work should be inspected to help assure that it complies with contract documents and applicable industry standards.

Due to the nature of our work, no responsibility can be assumed for latent defects that may appear in the future, for items that were not examined, or for differing opinions of others. Our services do not constitute a certification, guarantee, or warranty of the property (or any of its components) or compliance with applicable codes, standards, safety requirements, building plans, offering statements, etc.

We appreciate this opportunity to be of service. Please contact us if any questions arise or if we can be of further assistance.

Very truly yours,

ENGINEERING AND TECHNICAL
CONSULTANTS, INC.



Patrick E. Gray, RS
Senior Project Manager

APPENDICES: A - Photographs
 B - Repair/Replacement Reserve Schedule and Cash-Flow Chart
 C - Supplementary Technical Information

APPENDIX A
PHOTOGRAPHS

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Photograph 1 - Improperly lapped trim cladding.



Photograph 2 - Torn sealant.

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Photograph 3 - Debonded sealant.



Photograph 4 - Face-nailed shingle.

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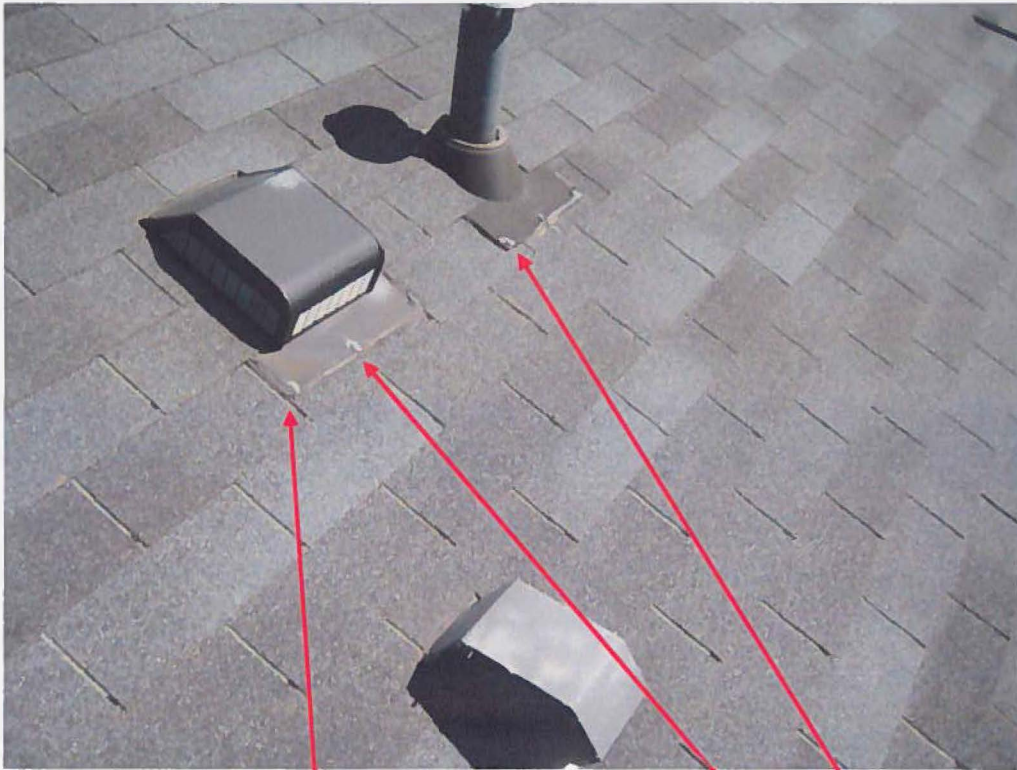


Photograph 5 – Wind damaged shingles.



Photograph 6 – Shingles distorted due to excessive overhang.

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Photograph 7 – Improperly aligned and face-nailed penetration flashings.



Photograph 8 – Loose dryer vent at balcony soffit.

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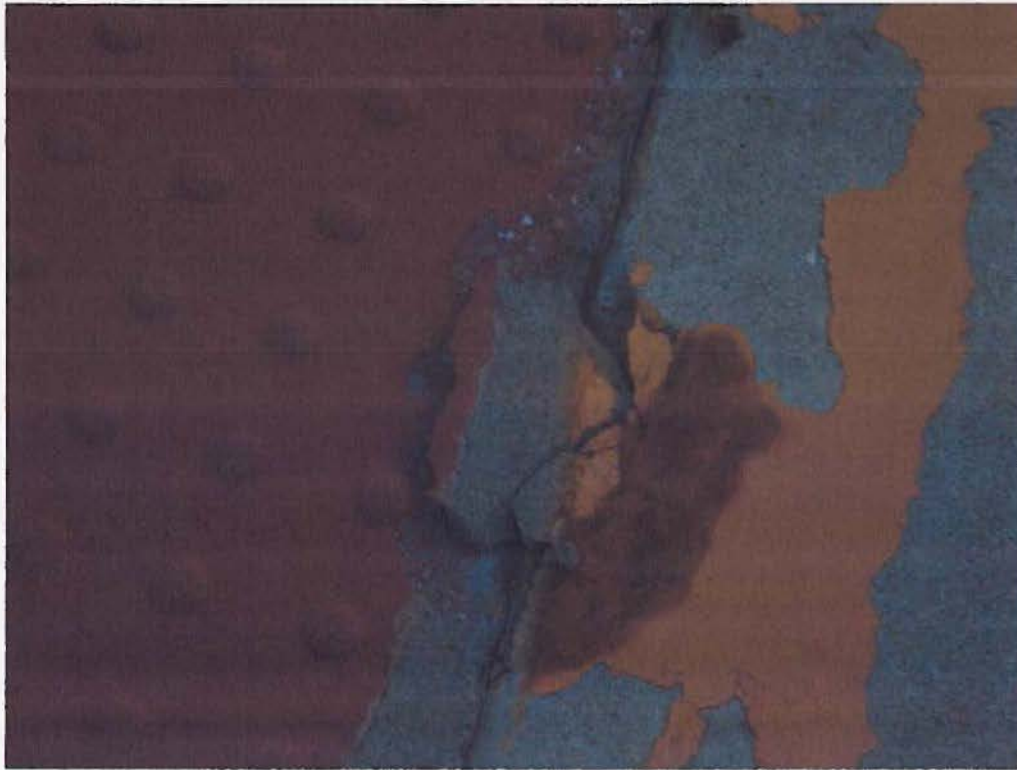


Photograph 9 - Algae staining on balcony soffit.



Photograph 10 - Cracked asphalt at foot path.

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Photograph 11 – Broken concrete sidewalk.



Photograph 12 – Substandard/unsightly repair at concrete sidewalk.

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APPENDIX B
REPAIR/REPLACEMENT RESERVE SCHEDULE AND CASH-FLOW CHART

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REPAIR/REPLACEMENT RESERVE SCHEDULE AND CASH-FLOW CHART

The recommended reserve requirements outlined in the attached schedule are based on our opinions of current conditions and costs for materials, equipment, labor, etc. These opinions are based upon:

- Methods and materials that generally comply with accepted industry standards;
- Perceived existing conditions as noted during our limited visual inspections;
- Information provided to us; and
- Our experience with similar circumstances.

It must be noted that no laboratory tests or analyses were performed on any elements and our conclusions are based solely on visual examinations. Unless otherwise noted, our life cycle projections are based on the assumptions that construction materials (such as asphalt, concrete, etc.) generally comply with accepted industry standards and that the listed elements will be properly maintained.

Repair/replacement costs and suggested annual contributions have been calculated using several basic assumptions. They are suggested budget figures, not guaranteed costs. These amounts are estimated in current (2013) U.S. dollars. Typical labor and material costs were used to estimate dollar amounts for repairs and replacements. Incidental costs (such as necessary modifications, rigging, etc.) are factored in as very rough approximations. The amounts shown on the reserve schedule and cash-flow chart reflect no inflationary factors.

According to information provided to us, a total of \$146,901.00 was available in reserves as of August 31, 2012. That amount was distributed proportionally as available funds among the elements on the reserve schedule. The attached cash flow table delineates anticipated contributions and disbursements relative to replacement reserves between 2013 and 2032. Reserves are currently funded at the rate of \$55,000.00 per year. Balances do not include any interest income for funds held in interest bearing instruments.

The proposed reserve analysis should be reevaluated on a regular basis. Real property is dynamic by nature and economic conditions are often subject to vast fluctuations. Therefore, we strongly recommend that a comprehensive study be conducted every three to five years to assess changes in the physical condition of the various systems and related components. Financial requirements should be revised annually if pertinent economic changes are to be accurately reflected as well. Without these regular assessments, long-range planning may not be effective and critical needs may not be properly met.

Finally, it should be noted that the reserve schedule and cash-flow chart are not intended to be autonomous documents. They are key elements of our investigative report and represent a partial summation of our conclusions. Taken out of context, the information contained solely within the reserve schedule and cash-flow chart must be considered incomplete.

B-1

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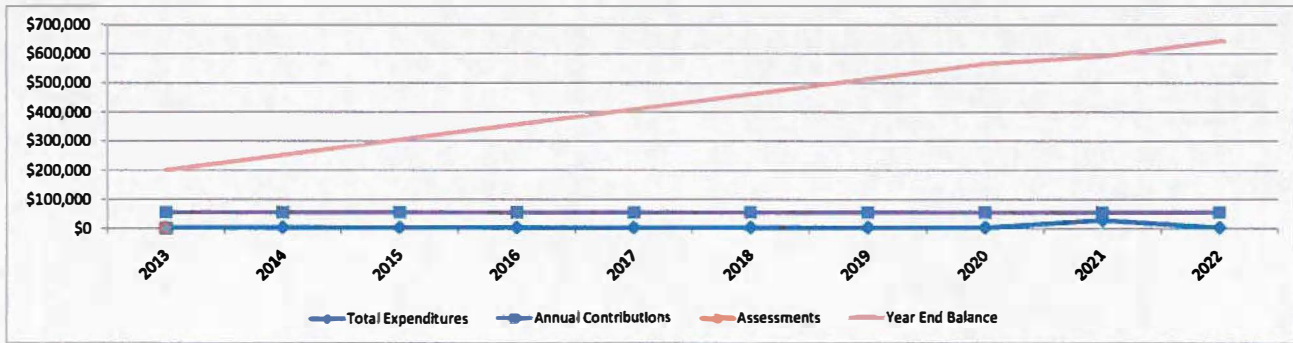
APPENDIX B
 REPAIR/REPLACEMENT RESERVE SCHEDULE
 CONDOMINIUMS AT KIRKPATRICK FARMS
 ALDIE, VIRGINIA
 ETC PROJECT M0-1639

Items	Comments/ Notes	Model/Type	Unit	Estimated Quantity	General Condition	Typical Design Life (years)	Estimated Remaining Useful Life (years)	Estimated Replacement		Available Funds	Annual Contribution
								Unit Cost	Total Cost		
I. Roof Coverings											
- Main	A	Shingle	sf	155,000	Good	25	21	\$ 5	\$ 775,000	\$ 32,343	\$ 35,365
- Bay/Water Table	A	Metal	sf	5,000	Good	50	46	\$ 25	\$ 125,000	\$ 5,217	\$ 2,604
II. Exterior Facing Systems											
- Masonry	B	Brick	ls		Good	50	46		\$ 395,000	\$ 16,485	\$ 8,229
- Siding		Vinyl	ls		Good	30	26		\$ 475,000	\$ 19,823	\$ 17,507
- Sealants	A	Elastomeric	ls		Good	20	16		\$ 160,000	\$ 6,677	\$ 9,583
III. Balconies		Wood	ea	148	Good	50	46	\$ 5,000	\$ 740,000	\$ 30,883	\$ 15,416
IV. Fire Protection Systems											
- Alarm		Annunciator	ls		Unknown	25	21		\$ 50,000	\$ 2,087	\$ 2,282
- Suppression		Water	ls		Unknown	75	71		\$ 800,000	\$ 33,387	\$ 10,797
V. Pavement		Asphalt	sy	12,000	Good	20	18	\$ 20	\$ 240,000	\$ 10,016	\$ 12,777
VI. Foot Path		Asphalt	sy	1,000	Fair	10	8	\$ 25	\$ 25,000	\$ 1,043	\$ 2,995
VII. Sidewalks	B	Concrete	sf	8,500	Good	50	46	\$ 10	\$ 85,000	\$ 3,547	\$ 1,771
VIII. Curb and Gutter	B	Concrete	lf	6,500	Good	50	46	\$ 28	\$ 182,000	\$ 7,595	\$ 3,791
Totals									\$ 3,520,000	\$ 146,901	\$ 101,781

- Notes:
- A. Cost/life cycle estimates assume immediate completion of recommended short-term repair/replacement/modifications.
 - B. Estimated cost for cyclical repairs, not total replacement

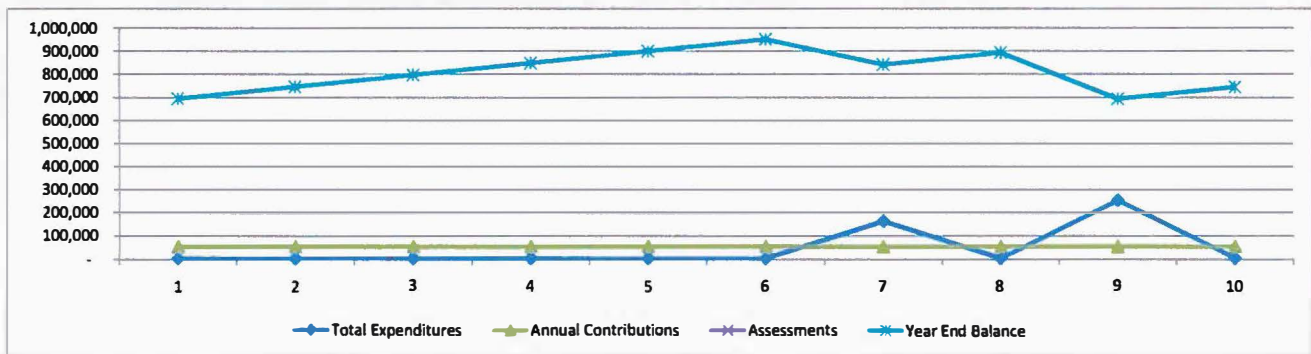
**APPENDIX B
CASH FLOW CHART
KIRKPATRICK FARMS CONDOMINIUM
ALDIE, VIRGINIA
ETC PROJECT M0-1639
1/31/2013**

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
ROOF COVERINGS										
EXTERIOR FACING										
BALCONIES										
FIRE ALARMS										
SPRINKLER SYTEMS										
PAVEMENT										
FOOT PATH									25,000	
SIDEWALK										
CURB AND GUTTER										
MISCELLANEOUS	2,500	2,575	2,652	2,732	2,814	2,898	2,985	3,075	3,167	3,262
Total Expenditures	2,500	2,575	2,652	2,732	2,814	2,898	2,985	3,075	28,167	3,262
Beginning Balance	146,901	199,401	251,826	304,174	356,442	408,628	460,730	512,745	564,670	591,503
Annual Contributions	55,000	55,000	55,000	55,000	55,000	55,000	55,000	55,000	55,000	55,000
Assessments										
Year End Balance	199,401	251,826	304,174	356,442	408,628	460,730	512,745	564,670	591,503	643,241



**APPENDIX B
CASH FLOW CHART
KIRKPATRICK FARMS CONDOMINIUM
ALDIE, VIRGINIA
ETC PROJECT M0-1639
1/31/2013**

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
ROOF COVERINGS										
EXTERIOR FACING							160,000			
BALCONIES										
FIRE ALARMS										
SPRINKLER SYTEMS										
PAVEMENT									240,000	
FOOT PATH									5,000	
SIDEWALK									5,000	
CURB AND GUTTER										
MISCELLANEOUS	3,360	3,461	3,564	3,671	3,781	3,895	4,012	4,132	4,256	4,384
Total Expenditures	3,360	3,461	3,564	3,671	3,781	3,895	164,012	4,132	254,256	4,384
Beginning Balance	643,241	694,882	746,421	797,857	849,185	900,404	951,509	842,497	893,365	694,109
Annual Contributions	55,000	55,000	55,000	55,000	55,000	55,000	55,000	55,000	55,000	55,000
Assessments										
Year End Balance	694,882	746,421	797,857	849,185	900,404	951,509	842,497	893,365	694,109	744,725



APPENDIX C
SUPPLEMENTARY TECHNICAL INFORMATION

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**APPENDIX C
SUPPLEMENTARY TECHNICAL INFORMATION**

<u>PAGE(S)</u>	<u>SUBJECT</u>	<u>REFERENCES</u>
2-4	Roof Maintenance	Joseph D. Shuffleton, P.E.
5-6	Masonry Maintenance	Joseph D. Shuffleton, P.E.
7	Pavement	Various sources including the Maryland Asphalt Association Association and The Asphalt Institute.

ROOF MAINTENANCE

Competent inspection and repair can dramatically extend the serviceable life of a roof system. With proper guidance, minimal efforts and expense can yield big dividends in terms of greatly reduced long-term costs and roof-related problems.

Routine inspections should be performed at least once a year by properly qualified personnel. Independent contractors or consultants can be used. However, management or maintenance staff can also readily be trained to do the inspections. To supplement these routine surveys, a special detailed inspection of the roof should be performed at least every three years by an independent qualified contractor or consultant.

Some of the basic items that should be inspected are listed below. It is important to remember that a special listing of items should be developed for each individual roof.

SHINGLE OR SHAKE ROOFS - SLOPED

Surface

- Debris - No trash, leaves, branches or other debris should be allowed to remain on the roof.

Systems

- Drainage - Gutters, downspouts, etc., should be clean and operable.
- Wall Flashings - All should be tight and fully sealed.
- Shingles and Shakes - All should be securely fastened, and any damaged, loose or missing units should be replaced.

Miscellaneous

- Roof Penetrations - Pipes, vents, etc., should be tightly sealed.
- Hips and Ridges - All should be tightly fastened and sealed.
- Decks - These should be reasonably firm and free of deformity.

BUILT-UP OR SINGLE-PLY ROOFS - FLAT OR SLIGHTLY SLOPED

Surface

- Aggregate Distribution - There should be no bare spots, and the surfacing or ballast should be well distributed.
- Debris - No trash, debris, or abandoned equipment should be allowed to remain on the roof.
- Ponded Water - No roof should retain water, and all water should be gone within 48 hours after rainfall.

Systems

- Drainage - Drains, gutters, downspouts, etc., should be clean and operable.
- Membrane - There should be no blisters or tears.
- Wall Flashing - All should be tight and fully sealed.
- Metal Wall Coping and Counterflashing - All should be tight, with firmly set nails and sealed joints.

Supports

- Walk Areas - Commonly used paths across the roof should have tight, well-bonded, walkway pads.
- Mechanical Units - All supports for these units should be properly sealed; blocks of wood or bricks should not be used for support.
- Roof Penetrations - Pipes, vents, etc., should be tightly sealed, and any pitch pockets should be fully packed.

Miscellaneous

1. Roof Penetrations - Pipes, vents, etc., should be tightly sealed.
2. Hips and Ridges - All should be tightly fastened and sealed.
3. Decks - These should be reasonably firm and free of deformity.

This partial list of items requiring periodic inspection should be a helpful starting point. It would be impossible to list all the items requiring inspection for all of the roofs and systems that exist. If assistance is needed in compiling a complete list for a particular roof, a qualified engineer/consultant or roofing contractor should be asked to inspect the roof and prepare a detailed checklist for specific needs and conditions.

Roof maintenance/repair costs typically average up to \$0.10 per square foot per year. A qualified contractor or consultant can provide more precise information for annual budgeting at a particular property; however, if more than \$0.10 per square foot per year is being spent, replacement of the roof systems should be seriously considered.

Finally, good roofing files should be kept. This will assist contractors and consultants in providing their best possible advice regarding future maintenance and replacement needs. Roofing files should include the following items.

- Copies of design plans and specifications for roof.
- A list of all materials used in the construction of the roof system. This should include all accessory items such as metal edging, gutters, roof vents, etc., and manufacturer's information such as specifications and brochures on all materials.
- Copies of construction inspection reports and construction records.
- A list of roof maintenance work including:
 - Results of all inspections;

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- Location of all repair work;
 - Materials used for repair work;
 - Repair costs; and
 - A history of all problems and complaints involving the roof system.
- Copies of all warranties, guarantees and/or bonds that were issued for the roof.

MASONRY MAINTENANCE

Exterior masonry requires relatively little effort to keep it in good condition; however, routine inspection and repair are vital. Periodic correction of minor defects is very inexpensive and helps prevent the development of severe deterioration/problems which are very costly to repair and can cause significant damage to building interiors and components.

Exterior building components should be inspected regularly (at least annually) by qualified individuals. Properly trained management or maintenance staff can normally perform these inspections.

At least once every five years, a qualified engineer, consultant or contractor should be retained to perform a more in-depth survey of the exterior. This will normally involve examination from the vantage points of balconies, ladders, and/or scaffolding in order to perform up-close inspection. Observed defects should subsequently be repaired.

Presented below is a brief discussion of noteworthy items.

- Stains - Discoloration or staining frequently indicates that a problem exists. All such instances should be identified and the cause(s) determined.
 - Regular cleaning of the masonry also helps to expose hidden defects.
 - There are many cleaning techniques that can be used. Guidance from a qualified masonry restoration contractor or consultant is required because some cleaning techniques can be very harmful if improperly executed or if performed on certain types of exterior materials. In any case, any cleaning program should be very carefully planned and tested prior to implementation.
- Growths - Ivy, algae or other growths penetrate into the masonry, causing damage and allowing water penetration into the wall system. All such growths should be regularly removed and any damage found should be immediately repaired.
- Sealant Replacement - Areas of missing, cracked, or deteriorated sealant (caulk) should be properly repaired.
 - Special attention should be paid to areas around windows, doors and building corners since defects in the sealants at these locations generally result in significant water penetration into the wall or building.
 - New sealant should never be applied over old deteriorated sealant. Such an application is a complete waste of time and money. Bad sealant should always be removed and the area cleaned prior to any placement of new sealant.
- Repointing - Deteriorated, cracked, or open mortar joints should be cut out and properly refilled (repointed) with mortar.
 - The cause of the problem should always be determined so that proper repairs can be made. Mortar deterioration may sometimes be an indication of a more severe defect that requires special attention. Simple repointing of the joints may only result in recurrence of the problem.

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- Proper exterior cleaning will normally help identify areas requiring repointing.
- that the color of the mortar will match the existing conditions.
- design and existing mortar properties.
- Broken Units - All cracked, broken, or loose masonry units should be removed and replaced as soon as possible. In addition to allowing water penetration (which will inevitably cause more damage), the possibility of falling debris obviously presents a significant risk exposure.
 - The cause of the deterioration should always be determined so that proper repairs can be made. Simply replacing the affected units may just lead to recurrence of the problem.
 - Samples of replacement units should always be provided before work is started so that one can be certain that the appearance of the new units will match existing conditions.
- Flashings and Weepholes - Most walls are designed with a type of gutter (flashing) system to collect and discharge miscellaneous water (through holes, called weeps) that gets into the wall system.
 - Visual inspection of the exterior cannot fully determine the conditions of flashings within the wall. If interior leakage problems are being experienced, masonry units should be removed in a few areas so that the flashings can be inspected and needed repairs made.
 - Weepholes should be checked regularly and, if they are blocked or clogged, they should be carefully opened. Extreme caution must be taken not to damage the flashing inside the wall.
- Coatings/Sealers - Masonry walls do not normally require coatings or sealers to make them watertight. In a few rare cases, it may be desirable to use a coating or sealer. However, this should only be done with extreme caution, under the guidance of a qualified masonry restoration consultant or contractor, and after test samples prove effective.

These guidelines serve as only a general listing of items to be inspected, maintained and repaired. A qualified contractor, engineer or consultant can provide invaluable assistance in developing a detailed inspection checklist for specific use on a particular property.

PAVEMENT

Broken Pavement Repairs - Network (interconnected) cracking, potholes and other forms of seriously distressed pavement should be repaired in accordance with the full-depth patching methods presented below.

- The patch outline should be saw-cut to a regular (squared) shape that extends at least one (1) foot beyond the distressed area. The shape should align with traffic patterns and the faces should be straight and vertical.
- All broken and unstable material should be excavated to a depth necessary to establish a firm base. The bed should be compacted in order to enhance support.
- A tack coat of emulsified or liquid-asphalt should be applied to the vertical surfaces to enhance adhesion between the patching and existing materials.
- Hot-mix asphaltic concrete should be placed into the excavation starting at the perimeter (rather than center-filling and raking to the edges). The composition of the patching material and depth of the excavation will dictate compaction procedures; however, most patches (for this project) could be accompanied in a single lift (operation) followed by compaction.
- The completed patch should be at the same level as the surrounding pavement (with full compaction). If hand tamping or light compaction techniques are used, the patch should be slightly higher than the surrounding pavement to allow for further compression by traffic.

Resurfacing - When the existing pavement nears the end of its serviceable life, the system should be overlain with a new asphaltic concrete wearing surface. Properly executed, resurfacing could extend the serviceable life of the system an additional ten (10) to fifteen (15) years. proper application should include the following preparation and execution methods.

- Prior to repaving, the substrate (existing pavement) must be stabilized by complete removal and replacement (patching) of broken and severely cracked sections.
- Minor cracks should be sealed against water intrusion, prior to repaving.
- Existing pavement should be milled to a depth of two (2) inches along the gutter joints, tapering to zero (0) inches five (5) feet in toward the center. This method helps assure a uniform two (2) inch surface and a smooth transition at the gutter joint.
- The surfacing should be reasonably clean and free of debris and contaminants.
- Installation of a paving fabric over the existing surface would help to stabilize the structure and inhibit the transmission of faults (cracks) to the new surface.

The new surface should be seal coated with a coal-tar emulsion as soon as possible after the asphalt has cured (60 to 90 days). The seal coat will help to protect against both water intrusion and attack by automotive fluids.

Rules and Regulations
Condominiums at Kirkpatrick Farms (The)

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BYLAWS
THE UNIT OWNERS ASSOCIATION OF
THE CONDOMINIUMS AT KIRKPATRICK FARMS
Loudoun County, Virginia

ARTICLE I

GENERAL

Section 1.Applicability. These Bylaws provide for the self-government of the Unit Owners Association of The Condominiums at Kirkpatrick Farms, (the "Unit Owners Association" or "Association") pursuant to the requirements of Article 3, Chapter 4.2 of Title 55 of the Code of Virginia. The Condominiums at Kirkpatrick Farms is located in Loudoun County, Virginia (the "Condominium").

Section 2.Compliance. Pursuant to the provisions of Section 55-79.53, Code of Virginia, as amended, every Unit Owner and all those entitled to occupy a Condominium Unit shall comply with these Bylaws.

Section 3.Office. The office of the Unit Owners Association of the Condominium and the Board of Directors shall be located at the Condominium or at such other place as may be designated from time to time by the Board of Directors.

Section 4.Definitions. Capitalized terms used in these Bylaws which are not defined shall have the meanings specified for such terms in the Declaration of the Condominium, which Declaration is recorded immediately prior hereto, or in Section 55-79.41 of the Condominium Act. The following terms have the following meanings in the Condominium Instruments:

(a) "Board of Directors" or "Board" means the executive organ established pursuant to Article III of these Bylaws.

(b) "Common Elements" means all parts of the Condominium Property other than the Units, as more fully set forth in Article V of the Declaration, and unless otherwise provided shall include General Common Elements and Limited Common Elements. Each Unit Owner shall be the owner of an undivided interest as a tenant in

common of the Common Elements, although the use and obligations with respect to certain Common Elements shall be restricted as set forth in the Declaration and in these Bylaws.

(c) "Common Element Interest" means the undivided percentage interests of each Unit Owner, as set forth in Exhibit "B" to the Declaration as such exhibit may be amended from time to time, which establishes each Unit's undivided percentage interest in the Common Elements, Common Expenses and votes in the Unit Owners Association. The Common Element Interest for the Condominium is based on equality.

(d) "Common Expenses" means and includes:

(i) All lawful expenditures made or incurred by or on behalf of the Unit Owners Association, including, but not limited to all amounts due under the Kirkpatrick Farms Governing Documents, together with all lawful assessments for the creation and maintenance of reserves;

(ii) Expenses of administration, maintenance, repair or replacement of the Common Elements, including repair and replacement funds as may be established from time to time;

(iii) Expenses declared Common Expenses by the provisions of the Condominium Act or by the Declaration or these Bylaws.

(e) "Condominium Act" means the provisions of Chapter 4.2 of Title 55 of the Code of Virginia, 1950 edition, as amended.

(f) "Condominium Property" means the Submitted Land together with all improvements thereto and all easements, rights and appurtenances hereunto appertaining.

(g) "Declarant Control Period" means the period prior to the earliest of (i) the date on which Units to which seventy-five percent (75%) or more of the aggregate Common Element Interests appertain have been conveyed to Unit Owners other than the Declarant or an affiliate of the Declarant or (ii) five (5) years after the date of the first conveyance of a Unit to a Unit Owner other than the Declarant or an affiliate of the Declarant or the maximum time period permitted by Section 55-79.74 of the Condominium Act, whichever is earlier.

(h) "Entity Owner" means a Owner of a Unit who is not a natural person, but is a corporation, partnership, company, association, trust or other entity capable of holding title to real property.

(i) "General Common Elements" means the entire Condominium other than the Units and the Limited Common Elements.

(j) "Kirkpatrick Farms Governing Documents" means the following documents collectively, to which the Condominium is subject: Articles of Incorporation of the Kirkpatrick Farms Community Association (the "Kirkpatrick Association"); the Bylaws of the Kirkpatrick Association; the Declaration of Covenants, Conditions and Restrictions for the Kirkpatrick Association; and the Kirkpatrick Association Design and Maintenance Standard.

(k) "Limited Common Elements" means those parts of the Common Elements which are Limited Common Elements within the meaning of Section 55-79.50(e) of the Condominium Act or which are shown as such on the Plats and Plans and which are reserved for the exclusive use and benefit and are the responsibility of one (1) or more, but less than all, of the Units and their Owners.

(l) "Limited Common Expenses" means expenses separately assessed against one or more but less than all of the Units generally in accordance with the use of the services, as permitted by section 55-79.83 of the Act and Article VI of these Bylaws. Except where the context requires otherwise, Common Expenses shall include Limited Common Expenses.

(m) "Majority Vote" means a simple majority (more than fifty percent (50%) of the votes of the Unit Owners, actually cast in person or by proxy at a duly held meeting at which a quorum is present). Any specified percentage vote means that percentage vote with respect to the votes actually cast in person or by proxy at a duly held meeting at which a quorum is present. Any specified percentage approval or vote of the Mortgagees means approval or a vote by the Mortgagees of Condominium Units to which such percentage of the total number of votes appertain.

(n) "Mortgagee" means an institutional lender (one or more commercial or savings banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds, or business trusts, including, but not limited to, real estate investment trusts, and other lenders regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such lender, or any combination of any of the foregoing entities) holding, insuring or guaranteeing first mortgage or first deed of trust ("Mortgage") encumbering a Unit in the Condominium. A Mortgagee should submit a

written request that the Unit Owners Association notify it on any proposed action requiring the consent of a specified percentage of Mortgagees if such notice is desired.

(o) "Plats and Plans" means the plats and plans for the Condominium recorded as an exhibit to the Declaration and any plats and plans recorded with any amendments to the Condominium Instruments.

(p) "Rules and Regulations" means those rules adopted from time to time by the Board of Directors pertaining to the operation or use of the Units or Common Elements.

(q) "Unit" means a Unit as defined in the Condominium Act and the Condominium Instruments.

ARTICLE II

UNIT OWNERS ASSOCIATION

Section 1. Composition. All of the Unit Owners of Units contained in the Condominium, acting as a group in accordance with the Condominium Act, the Declaration and these Bylaws, shall constitute the "Unit Owners Association" or the "Association". The Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting the contributions to the Common Expenses, arranging for the management of the Association and performing all of the other acts that may be required to be performed by the Unit Owners Association, by the Condominium Act and the Declaration. Except as to those matters which either the Condominium Act or the Declaration specifically require to be performed by the vote of the Unit Owners, the administration of the foregoing responsibilities shall be performed by the Board of Directors as more particularly set forth in Article III.

Section 2. Annual Meetings. At such time as the Unit Owners Association comes into existence, which occurs when the first unit is conveyed to a Unit Owner, the Unit Owners Association shall hold at least one (1) annual meeting each year. The annual meetings of the Unit Owners Association shall be held each year on a date selected by the Board of Directors. All meetings of the Unit Owners Association shall be held in compliance with Section 55-79.75 of the Virginia Condominium Act.

Section 3. Place of Meetings. Meetings of the Unit Owners Association shall be held at the principal office of the Condominium or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Directors.

Section 4. Special Meetings.

(a) The President shall call a special meeting of the Unit Owners Association: (i) if so directed by resolution of a majority of the Board of Directors; (ii) after the termination of the Declarant Control Period, upon a petition signed and presented to the Secretary by Unit Owners of not less than twenty-five percent (25%) of the aggregate Common Element Interests; or (iii) during the Declarant Control Period, upon request of the Declarant. The notice of any special meeting shall state the time, place and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

The signatures on a petition requesting a special meeting shall be valid for a period of one hundred-eighty (180) days after the date of the first such signature. Such resolution, petition or request must (1) specify the time and place at which the meeting is to be held, (2) either specify a date on which the meeting is to be held which will permit the Secretary to comply with Article II, Section 5 of these Bylaws, or else specify that the Secretary shall designate the date of the meeting, (3) specify the purposes for which the meeting is to be held, and (4) be delivered to the Secretary. The notice of any special meeting shall state the time, place and purpose thereof.

(b) No later than sixty (60) days following the termination of the Declarant Control Period, a special meeting of the Association shall be held at which a majority of the Directors shall be elected by the Unit Owners, including the Declarant if the Declarant owns one or more Units, to serve terms as provided in Article III, Section 4 of these Bylaws. If such election is held prior to the time required by this section, the Directors elected at such election shall not take office until the earlier of the time such election is required to be held or within ten (10) days of the resignation of a Director appointed by the Declarant without appointment of a replacement. The elected Directors shall assume office in the order of the highest number of votes received.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting of the Unit Owners pursuant to the provisions of Section 55-79.75, Code of Virginia, as amended, by mailing by regular United States mail or delivery by hand to each Unit Owner of record at the address of his Unit or to such other address as may be designated by said Unit Owner, at least twenty one (21) days advance notice in the case of any annual meeting and at least seven (7) days advance notice of any special meeting of the Unit Owners Association.

Section 6. Quorum and Adjournment of Meetings. Except as otherwise stated in these Bylaws, the presence in person or by proxy of Unit Owners representing at least twenty percent (20%) of the total votes of the Condominium shall be requisite

for and shall constitute a quorum for the transaction of business of all meetings of members. If any meetings of the Unit Owners Association cannot be held because a quorum is not present, a majority of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called, in which event any business which could have been transacted at the meeting originally called may be transacted without further notice.

Section 7. Order of Business. The order of business of all meetings of the Unit Owners Association shall be as follows:

- (a) Roll call
- (b) Proof of notice of meeting
- (c) Reading of minutes of preceding meeting
- (d) Reports of officers and Board of Directors
- (e) Report of Management Agent, if any, and if present
- (f) Reports of Committees
- (g) Election or appointment of inspectors of election (when so required)
- (h) Election of members of the Board of Directors (when so required)
- (i) Unfinished business
- (j) New business
- (k) Adjournment

Section 8. Title to Units. Title to a Unit may be taken in the name of one or more persons, in any manner permitted by law. The Unit Owners Association may acquire, hold and transfer full legal title to one or more Condominium Units in the Condominium in its own name.

Section 9. Voting.

(a) At every meeting of the Unit Owners Association, each of the Units shall have the right to cast one vote. Where the ownership of a Unit is in more than one person, the person who shall be entitled to cast the vote of such Unit may be any record

owner of said Unit, unless any other record owner of said Unit shall, at the time the vote is cast, objects to the casting of said vote, in which event the person who shall be entitled to cast the vote of such Unit shall be the person named in a certificate executed by all record owners of said Unit. Any voting certificate executed pursuant to this section shall remain valid until revoked by a subsequent certificate similarly executed. In the event that no certificate is supplied, no record owner shall be entitled to cast the vote. If a Unit Owner is not a natural person (defined as an Entity Owner), the vote for such Unit may be cast by any natural person having authority to execute deeds on behalf of the Entity Owner; provided, further, that any vote cast by a natural person on behalf of such Entity Owner shall be deemed valid unless successfully challenged prior to adjournment of the meeting at which such vote was cast. All Entity Owners shall file with the Secretary, a certificate identifying all persons authorized to vote on behalf of the Entity Owner. A certificate shall be valid until revoked by a subsequent certificate similarly executed and filed. Wherever the approval or disapproval of a Unit Owner is required by the Condominium Act, the Declaration or these Bylaws, such approval or disapproval shall be made only by the person who would be entitled to cast the vote of such Unit at any meeting of the Unit Owners Association.

(b) Except where a greater number is required by the Condominium Act, the Declaration or these Bylaws, a Majority Vote is required to adopt decisions at any meeting of the Unit Owners Association. Any specified percentage of the Unit Owners means the Unit Owners having such number of votes in the aggregate. If the Declarant owns or holds title to one or more Units, the Declarant shall have the right at any meeting of the Unit Owners Association to cast the votes to which such Unit or Units are entitled.

(c) No Unit Owner may vote at any meeting of the Unit Owners Association or be elected to or serve on the Board of Directors if the Unit Owner is delinquent by more than sixty (60) days and the amount necessary to bring the account current has not been paid within seventy-two (72) hours prior to the time of such meeting or election.

Section 10. Proxies. A vote may be cast in person or by proxy. Such proxy may be granted by any Unit Owner in favor of another Unit Owner, a Mortgagee, the Declarant or any other person designated. Proxies shall be dated, duly executed in writing and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. Such proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of notice of revocation from any of the persons owning such Unit. Except with respect to proxies in favor of a Mortgagee, no proxy shall in any event be valid for a period in excess of one hundred eighty (180) days after the execution thereof. Any proxy shall terminate after the first meeting held on or after the date of that proxy or any recess or

adjournment of that meeting. Any proxy which is undated, purports to be revocable without notice described above, or any proxy not executed by a person having authority at the time of execution thereof to execute deeds on behalf of that person shall be void. Any proxy may be instructed or uninstructed. The proxy shall include a brief explanation of the effect of leaving the proxy uninstructed.

ARTICLE III

BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Unit Owners Association shall be governed by a Board of Directors. The Board of Directors shall consist of such persons as may be designated by the Declarant during the Declarant Control Period. The Board of Directors shall be composed of five (5) persons, all of whom shall be Unit Owners or spouses of Unit Owners, Mortgagees (or designees of Mortgagees) or designees of the Declarant; provided, however, that, during the Declarant Control Period, the Board of Directors shall consist of three (3) members who shall be designated by the Declarant. The Declarant shall have the right in its sole discretion to replace such Directors as it has designated, and to designate their successors. The time limit on the period of the Declarant's control shall commence upon settlement of the first Unit to be sold in any portion of the Condominium.

Section 2. Powers and Duties. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Unit Owners Association and may do all such acts and things as are not by the Condominium Act, the Declaration or by these Bylaws, required to be exercised and done by the Unit Owners Association. The Board of Directors shall have the power from time to time to adopt any Rules and Regulations deemed necessary for the benefit and enjoyment of the Condominium; provided, however, that such Rules and Regulations shall not be in conflict with the Condominium Act, the Declaration or these Bylaws. The Board of Directors shall delegate to one (1) of its members or to a person employed for such purpose, the authority to act on behalf of the Board of Directors on such matters relating to the duties of the Managing Agent (as defined in Section 3 of this Article), if any, which may arise between meetings of the Board of Directors as the Board of Directors deems appropriate. In addition to the duties imposed by these Bylaws or by any resolution of the Unit Owners Association that may hereafter be adopted, the Board of Directors shall on behalf of the Unit Owners Association:

(a) Prepare an annual budget, in which shall be established the assessments of each Unit Owner for the Common Expenses.

(b) Make assessments against Unit Owners to defray the cost and expenses of the Condominium, establish the means and methods of collecting such assessments from the Unit Owners and establish the period of the installment payment of the annual assessment for Common Expenses. Unless otherwise determined by the Board of Directors, the annual assessment against each Unit Owner for his proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for such month.

(c) Provide for the operation, care, upkeep and maintenance of all of the Condominium Property and services of the Condominium.

(d) Designate, hire and dismiss the personnel necessary for the maintenance, operation, repair and replacement of the Common Elements and provide services for the Condominium and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed part of the Common Elements.

(e) Collect the assessments against the Unit Owners, deposit the proceeds thereof in bank depositories designated by the Board of Directors and use the proceeds to carry out the administration of the Condominium.

(f) Make and amend the Rules and Regulations.

(g) Open bank accounts on behalf of the Unit Owners Association and designate the signatories thereon.

(h) Make, or contract for the making of, repairs, additions and improvements to or alterations of the Condominium and repairs to and restoration of the Condominium, in accordance with these Bylaws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(i) Enforce by legal means the provisions of the Declaration, these Bylaws and the Rules and Regulations and act on behalf of the Unit Owners with respect to all matters arising out of any eminent domain proceeding and notify the Unit Owners of any litigation against the Association involving a claim in excess of fifteen percent (15%) of the amount of the annual budget (as defined in Article VI, Section 1(b)).

(j) Obtain and carry insurance against casualties and liabilities, as provided in Article VII of these Bylaws, pay the premiums therefor and adjust and settle any claims thereunder.

(k) Pay the cost of all authorized services rendered to the Unit Owners Association and not billed to Unit Owners of individual Units or otherwise provided for in Article VI of these Bylaws.

(l) Keep books with detailed accounts in chronological order of the receipts and expenditures affecting the Condominium Property, and the administration of the Association, specifying the expenses of maintenance and repair of the Common Elements and any other expenses incurred. Such books and vouchers accrediting the entries thereupon shall be available for examination by the Unit Owners, their duly authorized agents or attorneys, in accordance with Section 55.79.74:1 of the Condominium Act during general business hours on working days at the times and in the manner set and announced by the Board of Directors for the general knowledge of the Unit Owners. All books and records shall be kept in accordance with generally accepted accounting principles, and the same shall be audited at least once each year by an independent accountant retained by the Board of Directors who shall not be a resident of the Condominium or a Unit Owner. The cost of such audit shall be a Common Expense.

(m) Notify a Mortgagee of any default hereunder by the Unit Owner of the Unit subject to such Mortgage, in the event such default continues for a period exceeding sixty (60) days after notice of default to the Unit Owner.

(n) Borrow money on behalf of the Association when required in connection with any instances relating to the operation, care, upkeep and maintenance of the Common Elements, provided, however, that (except during the Declarant Control Period) a Majority Vote of the Unit Owners at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, shall be required to borrow any sum in excess of twenty-five percent (25%) of the total annual assessment for Common Expenses for that fiscal year. If any sum borrowed by the Board of Directors on behalf of the Association pursuant to the authority contained in this subparagraph (n) is not repaid by the Unit Owners Association, a Unit Owner who pays to the creditor such proportion thereof as his Common Element Interest bears to the total of Common Element Interests in the Condominium shall be entitled to obtain from the creditor a release of any judgment or other lien which such creditor shall have filed or shall have the right to file against such Unit Owner's Condominium Unit.

(o) Acquire, hold and dispose of Condominium Units and mortgage the same, if such expenditures and hypothecations are included in the budget adopted by the Unit Owners Association.

(p) In its sole discretion, designate from time to time certain Common Elements as "Reserved Common Elements" and impose such restrictions and conditions on the use thereof as the Board of Directors deem appropriate.

(q) Furnish the statement required by Section 55-79.97 of the Condominium Act, within ten (10) days after the receipt of a written request therefor from any Unit Owner.

(r) Do such other things and acts not inconsistent with the Condominium Act, the Declaration or these Bylaws which the Board of Directors may be authorized to do by a resolution of the Unit Owners Association.

(s) Negotiate and adjust with any contractor, subcontractor or the Declarant any warranty claims on any Common Element made by or on behalf of any Unit Owner or the Unit Owners Association.

(t) The Unit Owners Association shall have no authority or standing whatsoever to sue, complain, intervene or defend with respect to any right, claim, action, cause of action or other matter of any nature whatsoever accruing to or for the benefit of, or otherwise exercisable by or on behalf of, any individual Unit Owner (hereinafter referred to as a "Unit Owner Claim"), notwithstanding any purported delegation, assignment or transfer of such Unit Owner claim by the Unit Owner, except to the extent that the Unit Owners Association has otherwise been granted the specific authority or standing to pursue such Unit Owner Claim pursuant to these Bylaws, the Declaration or the Condominium Act.

(u) The Board of Directors is hereby irrevocably appointed as attorney-in-fact for all Unit Owners, and for each of them, to settle, compromise, waive, discharge, acquit and release any and all demands, claims, actions, causes of action, suits, litigations, proceedings, mediations, arbitrations, judgments, determinations, findings, orders and awards whatsoever, at law, in equity, or otherwise, relating to or arising out of matters affecting the Condominium and two or more Unit Owners, and with respect to which the Unit Owners Association otherwise has the authority to sue, complain, intervene or defend pursuant to these Bylaws, the Declaration or applicable law. The Board of Directors is hereby authorized to enter into, execute, acknowledge, deliver and record all agreements, releases, consents certificates, papers, documents and other instruments as may be deemed necessary or desirable by the Board of Directors to effectuate the foregoing, and to generally say, do, act, transact, negotiate,

determine, commence, accomplish and finish all matters and things whatsoever relating to the foregoing as fully, amply and effectually, to all intents and purposes, as each Unit Owner, if present, ought or might do personally. The Unit Owners hereby ratify, approve and confirm all and whatsoever the Board of Directors shall lawfully do or cause to be done, in and about the premises, by virtue of the foregoing power of attorney, which is hereby expressly declared and acknowledged to be coupled with an interest in the subject matter hereof, and the same shall run with the title to any and all Units and be binding upon the heirs, personal representatives, successors, transferees and assigns of any of the foregoing parties. Further, the foregoing power of attorney shall not be affected by the death or disability of any principal, and is intended to deliver all right, title and interest of the principal in and to such power of attorney.

Section 3. Managing Agent. The Board of Directors shall employ for the Condominium a "Managing Agent" at a compensation established by the Board of Directors.

(a) Requirements. The Managing Agent shall be a bona fide business enterprise, which may be affiliated with the Declarant, which manages common interest residential communities. Such firm shall have a minimum of two (2) years experience in real estate community management. The initial Managing Agent shall be Cardinal Management Group, Inc., which company is not an affiliate of the Declarant.

(b) Duties. The Managing Agent shall perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the Managing Agent all of the powers granted to the Board of Directors by these Bylaws other than the powers set forth in subparagraphs (b), (f), (n), (o), (p) and (s) of Section 2 of this Article III. The Managing Agent shall perform the obligations, duties and services relating to management of the property, the rights of Mortgagees and the maintenance of reserve funds in compliance with the provisions of these Bylaws.

(c) Standards. The Board of Directors shall impose appropriate standards of performance upon the Managing Agent. Unless the Managing Agent is instructed otherwise by the Board of Directors, the Managing Agent shall comply with the following standards:

(i) the accrual method of accounting as defined by generally accepted accounting principles shall be employed;

(ii) two or more persons shall be responsible for handling cash to maintain adequate financial control procedures;

(iii) cash accounts of the Unit Owners Association

shall not be commingled with any other accounts;

(iv) no remuneration shall be accepted by the Managing Agent from vendors, independent contractors or others providing goods or services to the Unit Owners Association whether in the form of commissions, finders' fees, service fees or otherwise; any discounts received shall benefit the Unit Owners Association;

(v) any financial or other interest which the Managing Agent may have in any firm providing goods or services to the Unit Owners Association shall be disclosed promptly to the Board of Directors; and

(vi) a monthly financial report shall be prepared for the Unit Owners Association disclosing:

(A) all receipts and disbursements activity for the preceding month; and

(B) the status of all accounts in an "actual" versus "projected" (budget) format.

(d) **Limitations.** Subject to the provisions of Section 55-79.74(B) of the Condominium Act, during the period when persons designated by the Declarant constitute a majority of the Board of Directors, the Board of Directors may employ a Managing Agent for an initial term not to exceed two (2) years. The Unit Owners Association and the Board of Directors shall not undertake "self-management" or fail to employ a Managing Agent without the consent of a Majority Vote of the Unit Owners and the written consent of Mortgagees together holding sixty-six and two-thirds percent (66-2/3%) of the Mortgages on the Condominium Units. Any contract with the Managing Agent must provide that it may be terminated, without payment of a termination fee, with or without cause on no more than ninety (90) days written notice, and the term of such contract or agreement may not exceed two (2) years.

Section 4. Election and Term of Office. At the first annual meeting of the Unit Owners Association, after the Declarant Control Period has terminated, the term of office of two members of the Board of Directors shall be fixed at three (3) years from the date of said annual meeting, the term of office of two members of the Board of Directors shall be fixed at two (2) years from the date of said annual meeting, and the term of office of the remaining member of the Board of Directors shall be fixed at one (1) year from the date of said annual meeting. At the expiration of the initial term of office of each member of the initial Board of Directors elected at the first annual meeting or special meeting pursuant to Article II, Section 4(b) of these Bylaws, a successor shall be

elected by the Unit Owners Association to serve for a term of three (3) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Unit Owners Association and have held their first meeting. During the Declarant Control Period, a member appointed by the Declarant shall serve such term at the discretion of the Declarant.

Section 5. Removal of Members of the Board of Directors. Except with respect to Directors designated by the Declarant, at any regular or special meeting of the Unit Owners Association duly called, (but only at or after the first annual meeting), any one or more of the Board of Directors may be removed with or without cause by a Majority Vote of the Unit Owners and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Unit Owners shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and he shall be given an opportunity to be heard at the meeting. A Director may resign at any time, in person at a meeting of the Board of Directors or Unit Owners Association, or by giving written notice to an Officer. Resignation of a Director is effective when delivered unless the notice specifies an effective date which is not more than thirty (30) days after the date of the notice.. Except for Directors who are designees of the Declarant, a Director shall be deemed to have resigned automatically and without notice, upon disposition of the Unit which made such person eligible to be a Director, or if not in attendance at three consecutive regular meetings of the Board of Directors without the consent of the Board of Directors, if the minutes reflect the removal of such Director for such absence.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the Unit Owners Association shall be filled by a vote of a majority of the remaining Directors at a special meeting of the Board of Directors held for such purpose promptly after the occurrence of any such vacancy. Each person so elected shall be a member of the Board of Directors until the next annual meeting. Notwithstanding anything to the contrary in this Section or in the preceding Section 5, during the Declarant Control Period, the Declarant shall designate the successor to any resigned or removed member previously designated by the Declarant.

Section 7. Organization Meeting. The date of the first meeting of the members of the Board of Directors elected at the annual meeting of the Unit Owners Association shall be the same date as the annual meeting immediately following the adjournment of the annual meeting at which such Board of Directors were elected, and no further notice shall be necessary to the newly elected members of the Board of Directors.

Section 8. Regular Meetings. Regular meetings of the elected Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least once every three (3) months. Notice of regular meetings of the Board of Directors shall be given to each director personally, by mail, telephone or electronic mail, at least three (3) business days prior to the day named for such meeting. All meetings of the Board of Directors shall be held in accordance with Section 55-79.75 of the Virginia Condominium Act.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) business days' notice to each director, given personally, by mail, telephone or electronic mail, which notice shall state the time, place and purpose of the meetings. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) directors.

Section 10. Waiver of Notice. Any director may, at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time and place of such meeting. If all directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 11. Fidelity Bonds. The Board of Directors shall require fidelity bonds for all officers and employees of the Condominium handling or responsible for Condominium funds. The premium of such bonds shall constitute a Common Expense.

Section 12. Compensation. No director shall receive any compensation from the Condominium for exercising his duties and obligations as a director.

Section 13. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a Minute Book of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. Robert's Rules of Order (latest edition) shall govern the conduct of the meetings of the Board of Directors when not in conflict with the Declaration, these Bylaws or the Condominium Act.

Section 14. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

Section 15. Quorum of Board of Directors. At all meetings of the Board of Directors a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

ARTICLE IV

OFFICERS

Section 1. Designation. The principal officers of the Association shall be the President, Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an Assistant Treasurer, an Assistant Secretary and such other officers as in its judgment may be necessary. The President, and Vice President and the Treasurer, but no other officers, shall be required to be members of the Board of Directors. The same person may not hold the offices of President and Secretary. The President and Vice President shall be residents of the Condominium.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors and until a successor is elected.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Unit Owners Association and of the Board of Directors. He shall have all of the general powers and duties which are incident to the office of President of a non-stock corporation organized under the Virginia Non-Stock Corporation Act, including, but not limited to, the power to appoint committees from among the Unit Owners, subject to the confirmation of the Board of Directors, from time to time, as he may in his discretion decide is appropriate in the conduct of the affairs of the Condominium.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall, from time to time, be imposed upon him by the Board of Directors or by the President.

Section 6. Secretary. The Secretary shall provide notice of meetings and keep the minutes of all meetings of the Unit Owners Association and of the Board of Directors; he shall have charge of such books and papers as the Board of Directors may direct, and he shall, in general, perform all the duties incident to the office of the secretary of a non-stock corporation organized under the Virginia Non-Stock Corporation Act.

Section 7. Treasurer. The Treasurer shall have the responsibility for overseeing the Association's funds and securities and shall cause the keeping of full and accurate financial records and books of account showing all required financial data; he shall also oversee the deposit of all monies and other valuable effects in the name of the Board of Directors, or the Managing Agent, in such depositories as may from time to time be designated by the Board of Directors.

Section 8. Agreements, Contracts, Deeds, etc. All agreements, contracts, deeds, leases, and other instruments of the Association shall be executed by any one (1) officer of the Association, or by such other person or persons as may be designated by the Board of Directors.

Section 9. Compensation of Officers. No officer shall receive any compensation from the Association solely for exercising his duties and obligations as an officer.

ARTICLE V

LIABILITY AND INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. Liability and Indemnification of Officers and Directors. The Unit Owners Association shall indemnify every officer, director, or any duly appointed committee of the Unit Owners Association against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the Board of Directors of the Unit Owners Association) to

which he may be a party by reason of being or having been an officer or director of the Unit Owners Association whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors of the Unit Owners Association shall not be liable to the Unit Owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The officers and directors of the Unit Owners Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Condominium (except to the extent that such officers or directors may also be owners of Condominium Units) and the Unit Owners Association shall indemnify and forever hold each such officer and director free and harmless against any and all liabilities to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any officer or director of the Unit Owners Association, or former officer or director of the Unit Owners Association, may be entitled.

The Unit Owners Association shall not be liable for any failures of water supply or other services to be obtained by the Unit Owners Association or paid for as a Common Expense, or for injury or damage to person or property caused by the elements or by any Unit Owner, or resulting from electricity, water, snow or ice which may leak or flow from or over any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment. The Unit Owners Association shall not be liable to any Unit Owner for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Common Elements.

Section 2. Common or Interested Directors. The Directors shall exercise their powers and duties in good faith and with a view to the interests of the Condominium. No contract or other transaction between the Unit Owners Association and one (1) or more of its Directors, or between the Unit Owners Association and any corporation, firm or association (including the Declarant) in which one (1) or more of the Directors of the Condominium are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because such Director or Directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purposes, if any of the conditions specified in any of the following subparagraphs exists:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the Minutes, and the Board authorizes, approves or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or

(b) The fact of the common directorate or interest is disclosed or known to the Unit Owners Association, or a majority thereof, and they approve or ratify the contract or transaction in good faith or by a vote sufficient for the purpose; or

(c) The contract or transaction is fair to the Condominium at the time it is authorized, ratified, approved or executed.

Common or interested Directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction with like force and effect as if he were not such director or officer of such Condominium or not so interested.

Section 3. Insurance Coverage. The Board of Directors shall obtain on behalf of the Condominium such insurance coverages as may be reasonably necessary in order to effectively indemnify the officers and directors of the Unit Owners Association as provided in Section 1 of this Article V. The cost of said insurance shall constitute a Common Expense.

ARTICLE VI

OPERATION OF THE PROPERTY

Section 1. Determination of Common Expenses and Assessments Against Unit Owners.

(a) Fiscal Year. The fiscal year of the Association shall consist of the twelve (12) month period commencing January 1 or such other on date as may be determined by the Board of Directors.

(b) Preparation and Approval of Budget. Each year on or before thirty (30) days before the commencement of the next fiscal year, the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount which it considers necessary to pay the cost of utility services, maintenance, management, operation, repair and replacement of the Common Elements and those parts of the Units as to which the Board of Directors has all powers and responsibility with regard to maintenance, repair, renovation, restoration and replacement, and the cost of wages, materials, insurance premiums, service, supplies and other expenses that may be declared to be Common Expenses by the Condominium Act, these Bylaws, or a Resolution of the Unit Owners Association, and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the

Condominium and the rendering to the Unit Owners of all related services. The budget shall include any assessments against the Condominium to third parties under any declarations, covenants or agreements the Condominium is subject to, including but not limited to those amounts due under the Kirkpatrick Farms Governing Documents. The budget shall also include the separate assessment of Limited Common Expenses. The budget may also include:

(i) The cost of maintenance or repair of any Condominium Unit or Limited Common Element in the event such maintenance or repair is reasonably necessary, in the discretion of the Board of Directors, to protect the Common Elements or to preserve the appearance or value of the Condominium or is otherwise in the interest of the general welfare of all Unit Owners; provided, however, that no such maintenance or repair shall be undertaken without a resolution by the Board of Directors and not without reasonable written notice to the Owner of the Condominium Unit proposed to be maintained and provided further that the cost thereof shall be assessed against the Condominium Unit on which such maintenance or repair is performed. A statement for the amount thereof shall be rendered promptly to the then Owner of said Condominium Unit, at which time the assessment shall become due and payable and a continuing lien and obligation of said Owner in all respects as provided in Article X of these Bylaws. The cost of the maintenance or repair of those parts of the units to which the Board of Directors has all powers and responsibility with regard to maintenance, repair, renovation, restoration and replacement shall not be a cost controlled by the terms of this subparagraph (i).

(ii) Any amount necessary to discharge any lien or encumbrance levied against the Condominium, or any portion thereof, which may, in the opinion of the Board of Directors, constitute a lien against the Common Elements.

(iii) Such budget may also include such reasonable amounts as the Board of Directors considers necessary to provide working funds for the Condominium, a general operating reserve, or reserves for contingencies and replacements.

(iv) Any Common Expenses caused by the conduct of less than all those entitled to occupy the Units or by their licensees or invitees pursuant to Section 55-79.83(B) of the Condominium Act.

(v) Management Fees.

(vi) Attorney's fees and like administrative costs.

(vii) Service contracts and employee's salaries.

(c) Transmittal of Budget. The Board of Directors shall send to each Unit Owner a copy of the budget, in a reasonably itemized form, which sets forth the amount of the Common Expenses payable by each Unit Owner, at least seven (7) days prior to the beginning of the fiscal year to which the budget applies. The said budget shall constitute the basis for determining each Unit Owner's contribution for the Common Expenses of the Condominium.

(d) Payment of Common Expenses by Declarant. Notwithstanding anything to the contrary contained in this Article VI, for so long as the Declarant shall have the right to appoint Members to the Board of Directors of the Unit Owners Association pursuant to Section 55-79.74 A of the Condominium Act, the Declarant shall have the right in lieu of assessing all Units for Common Expenses assume all responsibilities for the maintenance of the Common Elements for such period of time as is determined by Declarant.

Section 2. Assessment and Payment of Common Expenses.

(a) Except for those Common Expenses which may be specially assessed against the Condominium Unit or Units involved pursuant to the provisions of this Article and subparagraph (b) (iv) of Section 1 of this Article and except for those Common Expenses specially assessed pursuant to Section 55-79.83(A) of the Condominium Act as Limited Common Expenses, the total amount of the estimated funds required for the operation of the Property set forth in the budget for the fiscal year adopted by the Board of Directors shall be assessed equally against each Condominium Unit. Said assessment, including those specifically assessed against a Unit or Units as described above, shall be a lien against each Unit Owner's Unit as provided in the Condominium Act as set forth in Section 55-79.84. On or before the first day of each fiscal year, and the first day of each succeeding eleven (11) months in such fiscal year, such Unit Owner shall be obligated to pay to the Board of Directors or the Managing Agent (as determined by the Board of Directors), one-twelfth (1/12) of the assessment for such fiscal year made pursuant to the foregoing provisions. Any amount accumulated in excess of the amount required for actual expenses and reserves may, if the Board of Directors deems it advisable, be credited according to each Unit Owner's Common Element Interest to the installments due in the succeeding months of that fiscal year.

(b) Repair and Replacement Reserve. The Board of Directors shall obtain from Unit Owners contributions to capital on a regular basis, which contributions will be used to establish a replacement and repair reserve for the Common Elements. Such contributions shall be paid monthly and be in an amount to be designated from time to time by the Board of Directors. Such funds shall be conclusively deemed to be a Common Expense. Such funds shall be deposited in an account with a lending

institution, the accounts of which are insured by an agency of the United States of America, or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. Such funds also may, in the discretion of the Board of Directors, be invested in Money Market Funds which, although they themselves are not guaranteed by the United States Government, invest solely in United States Government securities (or in State bonds which are backed in principal by the State). The replacement reserve may be expended only for the purpose of the replacement and repair of the Common Elements; the replacement and repair of those parts of Units as to which the Board of Directors has all powers and responsibility with regard to maintenance, repair, renovation, restoration and replacement; and the replacement and repair of equipment of the Condominium as designated by the Board of Directors. The amounts required to be allocated to the replacement reserve may be reduced by appropriate resolution of the Board of Directors, upon the accumulation in such replacement reserve of a sum equal to the full replacement value of the items for which the reserve is established. Full replacement value shall be annually determined by the Board of Directors for casualty insurance purposes. The proportionate interest of any member in any replacement reserve shall be considered an appurtenance of his Condominium Unit and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Condominium Unit to which it appertains and shall be deemed to be transferred with such Condominium Unit. The payment and collection of the assessment made pursuant to the foregoing provisions shall be in accordance with the terms providing for payment and collection of assessments in these Bylaws and the Condominium Act, including without limitation, the right reserved to the Board to accelerate payment of assessment and the right to recovery of attorney's fees and costs.

(c) Special Assessments. In the event extraordinary expenditures not originally included in the annual budget described above become necessary during the year, the Board of Directors may at any time levy a special assessment, which shall be equally assessed against the Condominium Units. Said special assessments may be payable in a lump sum or in installments as the Board of Directors may determine. The Board of Directors shall serve notice of any such special assessment on all Unit Owners by a statement in writing giving the amount and reason therefor, and such special assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment which is due after the delivery or mailing of such notice of special assessment. All Unit Owners shall be obligated to pay the adjusted monthly amount or, if the special assessment is not payable in installments, the amount of such assessment. The payment and collection of the assessment made pursuant to the foregoing provisions shall be in accordance with the terms providing for payment and collection of assessments in these Bylaws and the Condominium Act, including without

limitation, the right reserved to the Board to accelerate payment of assessments and the right to recovery of attorney's fees and costs.

(d) Initial Assessment, Working Capital Contribution. When the initial Board of Directors, elected or designated pursuant to these Bylaws, takes office, it shall determine the budget as defined in this Section for the period commencing thirty (30) days after their election or designation and ending on the last day of the fiscal year in which their election or designation occurs. Assessments shall be levied against the Unit Owners during said period as provided in subparagraph (a) of this Section. The Board of Directors will collect a working capital contribution against the initial purchaser, at the time he settles on his purchase contract. Such contribution shall be in an amount equal to two (2) months of the Common Expenses due for the Unit, and shall be utilized for commencing business of the Unit Owners Association and providing the necessary working fund for it. In addition to the foregoing contribution, the Board of Directors levies against the initial purchaser at the time of settlement, part of one monthly annual assessment payment, prorated from the date of settlement to the end of the calendar month in which the settlement occurs.

(e) Separate Fee. Each Unit Owner who is allowed the use of a Reserved Common Element may be assessed a separate fee for its maintenance.

(f) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his allocable share of the Common Expenses as herein provided, whenever the same shall be determined, and in the absence of any annual budget or adjusted budget, each Unit Owner shall continue to pay the monthly charge at the then existing monthly rate established for the previous fiscal period until the new annual or adjusted budget shall have been mailed or delivered.

(g) Accounts. All sums collected by the Board of Directors with respect to assessments against the Unit Owners may be commingled into a single fund, but shall be identified and accounted for each Unit Owner in accordance with the respective Common Element Interests of each Unit Owner.

Section 3. Payment of Common Expenses. Beginning on the date of settlement of the first Unit, assessments for Common Expenses shall be levied against all Units that have been created by recordation of the Declaration and its exhibits among the land records of Loudoun County. All Unit Owners shall be obligated to pay the Common Expenses assessed by the Board of Directors pursuant to the provisions of this Article VI and such expenses not paid by the 15th day of each month shall be in default. No Unit Owner shall be liable for the payment of any part of the Common

Expenses assessed against his Unit subsequent to a transfer or other conveyance by him of such Unit. Any Unit Owner may be entitled to a statement from the Board of Directors or Managing Agent setting forth the amount of the unpaid assessments against the Unit Owner pursuant to Section 55-79.84(H) of the Code of Virginia, as amended. The statement must be furnished or made available within ten (10) days of the request. Provided, further, that each Mortgagee who comes into possession of a Condominium Unit by virtue of foreclosure or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Condominium Unit free of any claims for unpaid assessments or charges against such Unit which accrue prior to the time such Mortgagee comes into possession thereof except any assessment lien perfected under Section 55-79.84 (A) of the Condominium Act..

Section 4. Collection of Assessments. The Board of Directors shall take prompt action to collect any assessments for Common Expenses due from any Unit Owner which remain unpaid for more than thirty (30) days from the date due for payment thereof.

Section 5. Maintenance, Repair, Replacement and Other Expenses.

(a) By the Board of Directors. The Board of Directors shall be responsible for the maintenance, repair and replacement of all of the Common Elements (including the structural replacement of Limited Common Elements) as defined herein or in the Declaration, whether located inside or outside of the Units. The cost of such maintenance shall be charged to all Unit Owners as a Common Expense, (unless, if in the opinion of not less than a majority of the Board of Directors, such expense was necessitated by the negligence, misuse or neglect of a Unit Owner); provided, however, that each Unit Owner shall perform normal maintenance on the Limited Common Elements appurtenant to his Unit and any portion of the remaining Common Elements which the Board of Directors has given him permission to utilize, including, without limitation, the items enumerated in subsection (b) hereof.

(b) By the Unit Owner.

(i) Each Unit Owner shall keep his Unit and its equipment, appliances and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of the interior of his Unit. In addition, each Unit Owner shall be responsible for all damage to any other Units or to the Common Elements resulting from his failure to make any of the repairs required by this Section. Each Unit Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to the Board of Directors or the Managing Agent

any defect or need for repairs for which the Unit Owner believes the Association is responsible.

(ii) The Unit Owner of any Unit to which a Limited Common Element is appurtenant (if any) shall perform the normal maintenance for such Limited Common Element including keeping it in a clean and sanitary condition, and shall also make all repairs thereto caused or permitted by his negligence, misuse or neglect. All structural repair or replacement shall be provided by the Association as a Common Expense, as provided by subparagraph (a) above.

(iii) Any Unit Owner permitted by the Board of Directors to use a specific portion of the Common Elements for storage or parking is responsible for the maintenance and care of such portion and shall use such portion in a safe and sanitary manner.

(c) Chart of Maintenance Responsibilities. Notwithstanding the general provisions for maintenance set forth in subparagraphs (a) and (b) above, specific maintenance responsibilities and the costs attributable thereto shall, to the extent set forth thereon, be determined pursuant to the Chart of Maintenance Responsibilities attached as Exhibit "A" hereto.

(d) Manner of Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and installation and shall be of first-class quality. The method of approving payment vouchers for all repairs and replacements shall be determined by the Board of Directors.

(i) Floor Coverings. Each Unit Owner shall be responsible for the maintenance, repair and replacement, at his expense, of the floor covering materials that are appurtenant to or a part of his Unit. All floor covering materials shall be maintained in such a manner as to minimize sound transmission between the Units. In the event that it is necessary for the Owner of any Unit above ground level to replace any floor covering materials in that Unit, the Unit Owner shall use floor covering materials in the same amount (i.e., square footage) and of similar quality, design and sound insulating features (i.e., impact insulation class) as the floor covering materials installed during the initial construction of such upper level Unit. For example, the Owner of an upper level Unit that includes carpeting, hardwood flooring and/or resilient flooring as part of the original construction of such upper level Unit shall, if necessary, replace such carpeting, hardwood flooring and/or resilient flooring with the same amount and the same or similar type of floor covering materials, provided that the replacement floor covering materials are of similar quality, design and sound insulating features as the originally installed carpeting, hardwood flooring and/or resilient flooring.

Section 6.Additions, Alterations or Improvements by Board of Directors.

Any additions, alterations, or improvements may be made by the Board of Directors without approval of the Unit Owners and the cost thereof shall constitute part of the Common Expenses.

Notwithstanding the foregoing, if in the opinion of not less than a majority of the members of the Board of Directors, such additions, alterations or improvements are exclusively or substantially exclusively for the benefit of the Unit Owner or Unit Owners requesting the same, such requesting Unit Owner or Unit Owners shall be assessed therefor in such proportions as they jointly approve, or if they are unable to agree thereon, in such proportions as may be determined by the Board of Directors.

Section 7.Additions, Alterations, or Improvements by the Unit Owners. No Unit Owner shall make any structural addition, alteration or improvement in or to his Unit or any Limited Common Element without the prior written consent of the Board of Directors. Except for purposes of proper maintenance and repair or as otherwise permitted or required by law or these Bylaws, it shall be prohibited for any Unit Owner to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, walls, signs, exterior antennas (except as specifically permitted by applicable federal governmental regulations), radio broadcasting or receiving devices to slabs, sidewalks, curbs, gutters, patios, terraces, decks, balconies, porches, or driveways, or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any Unit or the Common Elements within the Condominium or to combine or otherwise join two (2) or more Units (or parts thereof), or to partition the same or to remove or alter any window or exterior doors of any Unit, or to make any change or alteration within any Unit which will alter the structural integrity of any building or otherwise affect the property, interest or welfare of any other Unit Owner, materially increase the cost of operation or insuring the Condominium or impair any easement, until complete plans and specifications, showing the nature, kind, shape, materials and location of the same (including, without limitation, any other materials and information as may be specified by the Board of Directors or its designated committee) shall have been submitted to and approved in writing as to safety, the effect of any such alterations on the costs of maintaining and insuring the Condominium and harmony of design, color and location in relation to surrounding structures and topography, by the Board of Directors of the Association.

Section 8.Architectural Control by Board of Directors. Requests for review of additions, alterations or improvements to Units or Limited Common Elements by Unit Owners to the Board of Directors must be in writing and delivered to the Managing Agent. The Board of Directors shall be obligated to decide upon any written request by

a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit within forty-five (45) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Directors to the proposed structural addition, alteration or improvement. If any application to any governmental authority for a permit to make any such structural addition, alteration or improvement in or to any Unit requires execution by the Unit Owners Association, and provided consent has been given by the Board of Directors, then the application shall be executed on behalf of the Unit Owners Association by the Board of Directors only, without, however, incurring any liability on the part of the Board of Directors or any of them to any governmental authority, contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having claim for injury to person or damage to property arising therefrom.

Section 9. Subdivision of Units. Subject to the approval of any Mortgagee of such affected Unit(s), the Board of Directors and any Unit Owner affected, any Unit may be subdivided or may be altered so as to relocate the boundaries between such Unit and any adjoining Units. The Secretary, at the cost of the Unit Owner, shall record any necessary amendment to the Declaration to effect such action as provided in Sections 55-79.69 or 55-79.70 of the Condominium Act. Notwithstanding any of the provisions of this Section 9, the Declarant shall not be required to get approval for subdivision of Units owned by the Declarant until deeds of conveyance of such Units to third parties have been recorded.

Section 10. Easements in Favor of Unit Owners Association.

(a) Easements are reserved to the Unit Owners Association through each of the Units for the benefit of any adjoining Unit as may be required for structural repair and maintenance of electrical lines and conduits, gas lines, heating, air conditioning and ventilating ducts, water lines, drain pipes and other appurtenances to such utility systems in order to adequately serve each of such Units.

(b) There is reserved to the Unit Owners Association or its delegate, the right of entry to any Unit and any easement for access therein, as provided by Section 55-79.79(a) of The Condominium Act, when and as necessary, in connection with any repairs, maintenance, landscaping or construction for which the Unit Owners Association is responsible, or for which any Unit Owner is responsible hereunder. Any damage caused by such entry shall be repaired at the expense of the Unit Owners Association; provided, however, that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

(c) The Board of Directors may charge each Unit Owner for the expense of all maintenance, repair or replacement to the Common Elements, or to those parts of Units as to which the Unit Owners Association has the responsibility to maintain and repair, rendered necessary by his act, neglect or carelessness, or the act, neglect or carelessness of any member of his family or employees, agents, lessees or guests of lessees. The payment and collection of any charge made pursuant to the foregoing provision shall be in accordance with the terms providing for payment and collection of assessments in these Bylaws and the Condominium Act, including, without limitation, the right reserved to the Board to accelerate payment of assessments and the right to recovery of attorney's fees and costs.

Section 11. Tenant Eviction. In the event that the tenant of any Unit Owner shall breach his lease by failing to comply with any of the terms of the Declaration, these Bylaws and the rules and regulations, the Board of Directors may require the Unit Owner to secure the eviction of his tenant.

Section 12. Annual Audit. An audit of the accounts of the Unit Owners Association shall be made annually as a Common Expense by a certified public accountant.

ARTICLE VII

INSURANCE

Section 1. Authority to Purchase.

(a) Except as otherwise provided in Section 5 of this Article VII, all insurance policies relating to the property shall be purchased by the Board of Directors. Neither the Board of Directors nor the Managing Agent nor the Declarant shall be liable for failure to obtain any coverages required by this requirement or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverages from reputable insurance companies or if such coverages are available only at a demonstrably unreasonable cost.

(b) Each such policy shall provide that:

(i) The insurer waives its right of subrogation to any claims against the Declarant, Board of Directors, the Unit Owners Association, the Managing Agent or the Unit Owners and their respective agents, employees, tenants, guests and in the case of Unit Owners, the members of their households.

(ii) Such policy shall not be canceled, invalidated or suspended on account of the conduct of any member of the Board, officer or employee of the Board of Directors, Unit Owner (including his invitees, agents and employees) or the Managing Agent without a prior demand in writing that the Board of Directors or the Managing Agent cure the defect and neither shall have so cured such defect within sixty days after such demand.

(iii) Such policy may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least sixty (60) days prior written notice to the Board of Directors and the Managing Agent and, in the case of physical damage insurance, to all Mortgagees of Units.

(iv) The named insured under any such policies shall be the Unit Owners Association of the Condominium, as a trustee for the Owners of the Condominium Units, or its authorized representative, including any trustee with which such Association may enter into any insurance Trust Agreement, or any successor trustee, each of which shall be referred to as the "Insurance Trustee" who shall have exclusive authority to negotiate losses under these policies.

(c) All policies of insurance shall be written by reputable companies licensed to do business in the Commonwealth of Virginia, and holding a financial size rating of a Class X or better by Best Insurance Reports, if available, and if not available the best comparable rating available.

(d) The Declarant, so long as the Declarant shall own any Unit, shall be protected by all such policies as a Unit Owner. The coverage provided to the Declarant under the insurance policies obtained in compliance with this Article VII shall not be deemed to protect or be for the benefit of any general contractor engaged by the Declarant against liability for (or waive any rights with respect to) warranty claims.

(e) Such policies shall also provide, to the extent available:

(i) The insurer of the Master policy shall issue to each Unit Owner or their Mortgagee a certificate or subpolicy specifying the portion of the Master Policy allocated to each Unit Owner's Unit and his undivided interest in the Common Elements.

(ii) That until the expiration of sixty (60) days after the insurer gives notice in writing to the Mortgagee of any Unit, the Mortgagee's insurance coverage will not be affected or jeopardized by any act or conduct of the Unit Owner of such Unit, the other Unit Owners, the Board of Directors, or any of their agents, employees or household members, nor canceled for non-payment of premiums.

(iii) That the net proceeds of such policies, if greater than Twenty-five Thousand Dollars (\$25,000.00) shall be payable to the Insurance Trustee.

(iv) That the Master Insurance policy shall contain a standard mortgage clause in favor of each Mortgagee of a Unit to the extent of the portion of the coverage of the Master policy allocated to such Unit, which shall provide that the loss, if any, thereunder shall be payable to such Mortgagee and the Unit Owner as their interests may appear, subject, however, to the loss payment and adjustment provisions in favor of the Board of Directors and the Insurance Trustee.

(f) That the "no control" clause be part of the Master policy which states that coverage must not be prejudiced by (a) any act or neglect of the Owners of Condominium Units when such act or neglect is not within the control of the Unit Owners Association or (b) any failure of the Unit Owners Association to comply with any warranty or condition regarding any portion of the premises over which the Unit Owners Association has no control.

Section 2. Physical Damage Insurance.

(a) The Board of Directors shall obtain and maintain a policy of insurance against Special Causes of Loss (formerly "All-Risk"), in an amount equal to full replacement value (i.e., 100% of current "replacement cost," with a reasonable deductible amount, exclusive of the land, foundation, excavation and other items normally excluded from coverage) with an Agreed Amount Endorsement to the Condominium project, insuring the entire Property (including without limitation all of the units and the fixtures initially installed therein by the Declarant, and replacements thereof up to the value of those initially installed by the Declarant, but not including furniture, wallcoverings, improvements and additions, furnishings or other personal property supplied or installed by unit owners), together with all air conditioning and heating equipment and other service machinery contained therein and covering the interests of the Unit Owners Association, the Board of Directors and all unit owners and their Mortgagees, as their interests may appear, (subject, however, to the loss payment and adjustment provisions in favor of the insurance trustee) Furthermore a Demolition and Contingent Liability from Operation of Building Laws Endorsement and an Increased Cost of Construction Endorsement shall be procured as required. The amount of coverage is to be redetermined annually by the Board of Directors with the assistance of the insuring company. The Master Insurance Policy must afford protection against at least the following:

(i) loss or damage by fire and other hazards covered by the standard extended coverage endorsement and by sprinkler leakage,

debris removal, cost of demolition, vandalism, malicious mischief, windstorm and to the extent determined by the discretion of the Board of Directors, water damage:

(ii) Such other risks as are customarily covered in similar projects, including boiler and machinery coverage.

(b) Such policy shall also provide:

(i) That despite any provisions giving the carrier the right to elect to restore damage in lieu of a cash settlement, such operation shall not be exercisable without the prior written approval of the Unit Owners Association (or any Insurance Trustee) or when in conflict with provisions of any Insurance Trust Agreement to which the Association may be a party, or any requirement of law.

(ii) The following endorsements (or equivalent): (i) "contingent liability from operation of building laws or codes"; (ii) "increased cost of construction" or "condominium replacement cost"; (iii) "inflation guard"; and (iv) "agreed amount" or "elimination of coinsurance" clause.

(iii) A "no other insurance" clause expressly excluding individual Unit Owners' policies from its operation so that the physical damage policy purchased by the Board of Directors shall be deemed primary coverage and any individual Unit Owners' policies shall be deemed excess coverage and in no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder provide for or be brought into contribution with insurance purchased by individual Unit Owners or their Mortgagees unless required by law.

(iv) Such deductibles and self-insured retentions as to loss as the Board of Directors, in its sole discretion, deems prudent and economical.

(c) Notwithstanding anything contained herein to the contrary, a Unit Owner shall pay such deductible if the cause of the damage to or destruction of any portion of the Condominium originated in or through their Unit or any component thereof without regard to whether the Unit Owner was negligent.

Section 3. Liability Insurance. The Board of Directors shall obtain and maintain comprehensive general liability, (including libel, slander, false arrest and invasion of privacy coverage and property damage liability) coverage for acts of The Unit Owners Association, officers and Directors of the Unit Owners Association, and property damage insurance in a limit no less than \$1,000,000.00 per occurrence, insuring the Unit Owners Association, each member of the Board of Directors, the

Managing Agent, each Unit Owner, and those entitled to occupy any Unit, against any liability to the public or to the Unit Owners (and their invitees, agents and employees) arising out of or incidental to the ownership and/or use of the Common Elements. Such insurance shall be issued on a comprehensive liability basis and shall contain: (i) a cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to his action against another named insured; (ii) hired and non-owned vehicle coverage; (iii) host liquor liability coverage with respect to events sponsored by the Unit Owners Association; (iv) deletion of the normal products exclusion with respect to events sponsored by the Unit Owners Association, and (v) a "severability of interest" endorsement which shall preclude the insurer from denying liability to a Unit Owner because of negligent acts of the Unit Owners Association or of another Unit Owner.

The Board of Directors shall review such limits once each year, but in no event shall such insurance be less than One Million Dollars (\$1,000,000.00) covering claims for bodily injury or property damage arising out of one occurrence. "Umbrella" liability insurance in excess of the primary limits shall also be obtained so that the total of the primary and excess limits are in an amount not less than \$4,000,000.

Section 4. Other Insurance. The Board of Directors shall obtain and maintain:

(a) Fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees and employees of the Unit Owners Association and all others who handle, or are responsible for handling, funds of the Unit Owners Association, including the Managing Agent. Such fidelity bonds shall: (i) name the Unit Owners Association as an obligee; (ii) be written in an amount not less than one-half ($\frac{1}{2}$) the total annual condominium assessments for the year plus expected reserves or the current amount required by the Mortgagees, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, whichever is greatest; and (iii) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression;

(b) If required by any governmental or quasi governmental agency including without limitation the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, flood insurance in accordance with the then applicable regulations of such agency;

(c) Workmen's compensation insurance if and to the extent necessary to meet the requirements of law;

(d) Broad form machinery and pressure vessel explosion insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) per accident per location; and

(e) Such other insurance as the Board of Directors may determine or as may be requested from time to time by a Majority Vote of the Unit Owners.

Section 5. Separate Insurance. Each Unit Owner or any tenant of such Unit Owner should, at his own expense, obtain additional insurance for his own Unit and for his own benefit and to obtain insurance coverage upon his personal property, for any "betterments and improvements" made to the Unit and for his personal liability, provided that no Unit Owner or tenant shall acquire or maintain such additional insurance coverage so as to decrease the amount which the Board of Directors, on behalf of all Unit Owners, may realize under any insurance policy which it may have in force on the property at any particular time or to cause any insurance coverage maintained by the Board of Directors to be brought into contribution with such additional insurance coverage obtained by the Unit Owner. All such additional policies shall contain waivers of subrogation. No Unit Owner or tenant shall obtain separate insurance policies, except as provided in this Section 5. Any Unit Owner who obtains individual insurance policies covering any portion of the property other than personal property belonging to such Unit Owner, shall be required to file a copy of such individual policy or policies with the Board of Directors within thirty (30) days after the purchase of such insurance. Such Unit Owner shall also promptly notify, in writing, the Board of Directors in the event of cancellation.

Section 6. Insurance Trustee.

(a) The Board of Directors shall have the right (but shall not be required) to designate any bank, trust company, management agent, savings and loan association, building and loan association, insurance company or any institutional lender, or the Unit Owners Association, as the Insurance Trustee, and all parties beneficially interested in such insurance coverage shall be bound thereby. The Insurance Trustee at the time of the deposit of such policies and endorsements shall acknowledge that the policies and any proceeds therefrom will be held in accordance with the terms of these Bylaws.

(b) The Insurance Trustee shall not be liable for the payment of premiums, the renewal of the policies, the sufficiency of coverage, the form or content of the policies, the correctness of any amounts received by it on account of the proceeds of any insurance policies, nor the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to

hold the same in trust for the purposes elsewhere stated in these Bylaws, for the benefit of the Unit Owners and their respective Mortgagees.

Section 7. Board of Directors as Agent. The Board of Directors is hereby irrevocably appointed the agent for each Unit Owner of a Unit and for each Mortgagee of a Unit and for each Owner of any interest in the Condominium to adjust all claims arising under insurance policies purchased by the Board of Directors and to execute and deliver releases upon the payment of claims.

Section 8. Premiums. Premiums upon all insurance policies purchased by the Board of Directors shall be deemed to be a Common Expense.

ARTICLE VIII

REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY

Section 1. When Repair and Reconstruction are Required. Except as otherwise provided in Section 4 of this Article, in the event of damage to or destruction of all or any of the buildings as a result of fire or other casualty, the Board of Directors, or the Insurance Trustee, if any, shall arrange for and supervise the prompt repair and restoration of the Condominium (including any damaged Units, and the floor coverings, kitchen or bathroom fixtures, and appliances initially installed therein by the Declarant, and replacements thereof installed by the Declarant, but not including any furniture, furnishings, fixtures, equipment or other personal property supplied or installed by the Unit Owners in the Units). Notwithstanding the foregoing, each Unit Owner shall have the right to supervise the redecorating of his own Unit.

Section 2. Procedure for Reconstruction and Repair:

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to the building, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring the building (including, but not limited to, any damaged Unit and any floor coverings, fixtures and appliances initially installed in the Unit by the Declarant, and the replacement thereof installed by the Unit Owners, up to the value of those initially installed by the Declarant, but not including any other furniture, fixtures, appliances or equipment installed by the Unit Owner in the Unit unless covered by insurance obtained by the Unit Owners Association) to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary.

(b) Assessments. If the proceeds of insurance are not sufficient to defray the said estimated costs of reconstruction and repair as determined by the Board of Directors, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments necessary to cover such insufficiency shall be made against all the Condominium Units according to the respective Common Element Interests as set forth in the Declaration of the Condominium, as the same may be amended from time to time. Notwithstanding anything to the contrary herein contained, the Unit Owners Association shall not be responsible for any items of repair, replacement, or maintenance or consequential damage to any Unit, for which it would not otherwise be responsible under the provisions of these Bylaws unless the loss or consequential damage caused to said Unit and requiring repair, replacement or maintenance, was occasioned through the fault of the Unit Owners Association. This provision shall be deemed to include the payment by the Unit Owner or Owners of any deductible amount under any Association insurance policy.

(c) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the property was originally constructed by the Declarant.

(d) Encroachments. Encroachments upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Unit Owner upon whose property such encroachment exists, provided that such reconstruction was substantially in accordance with the architectural plans under which the Condominium Property was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the reconstructed building shall stand.

Section 3. Disbursements of Construction Funds.

(a) Construction Fund. The net proceeds of insurance collected on account of a casualty and the funds collected by the Board of Directors from assessments against Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Section. If the net proceeds of insurance collected on account of a casualty exceeds five (5) percent of the total annual assessment for Common Expenses for the fiscal year, then the funds collected by the Board of Directors from assessments against the Unit Owners shall be deposited by the Board of Directors with the Insurance Trustee, if any, and the entire construction fund shall be held by the Insurance Trustee and disbursed as ordered by the Board of Directors.

(b) Method of Disbursement. The construction fund shall be paid by the Board of Directors or the Insurance Trustee, as the case may be, in appropriate progress payments, to such contractor(s), supplier(s) and personnel performing the work of supplying the materials or services for the repair and reconstruction of the building as is designated by the Board of Directors.

(c) Surplus. It shall be presumed that the first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds, and, if there is a balance in the construction fund after the payment of all the costs of the reconstruction and repair for which the fund is established, such balance shall, at the determination of the Board of Directors, either be deposited in the Unit Owners Association general operating account or rebated to the Unit Owners.

(d) Common Elements. When the damage is to both Common Elements and Units, the insurance proceeds shall be applied first to the cost of repairing the Common Elements and the balance to the cost of repairing the Units.

(e) Certificate. The Insurance Trustee shall be entitled to rely upon a certificate executed by any one officer of the Unit Owners Association certifying:

(i) Whether or not the damaged property is to be reconstructed and repaired;

(ii) The name of the payee and the amount to be paid with respect to disbursements from any construction fund held by it or whether surplus funds to be distributed are less than the assessments paid by the Unit Owners; and

(iii) All other matters concerning the holding and disbursing of any construction fund held by it. Any such certificate shall be delivered to the Insurance Trustee, if any, promptly after request.

Section 4. When Reconstruction is Not Required. In the event the Board of Directors elects not to repair insubstantial damage to the Common Elements, any insurance proceeds received on account of such damage shall be used to restore the building to a safe and acceptable condition comparable with the rest of the Condominium, and the balance shall be distributed among all Unit Owners in proportion to their respective Common Element Interests. If the Condominium shall be terminated pursuant to Section 55-79.72.1 of the Condominium Act, the net assets of the Condominium together with the net proceeds of insurance policies, if any, shall be divided by the Board of Directors or the Insurance Trustee, as the case may be, among all Unit Owners in proportion to their respective Common Element Interests, after first

paying out of the share of each Unit Owner, to the extent sufficient therefor, the amount of any unpaid liens on his Unit in the order of priority of such liens.

ARTICLE IX

MORTGAGES

Section 1. Notice to Board of Directors. A Unit Owner who mortgages his Unit shall notify the Board of Directors through the Managing Agent of the name and address of his mortgagee. The Board of Directors shall maintain such information in a book entitled "Mortgagees of Units." Any notice required by these Bylaws to be provided to a mortgagee, shall be provided only to the mortgagee of record in the Mortgagees of Units book. It is the responsibility of the Unit Owners and Mortgagee to ensure that this book is current.

Section 2. Notice of Unpaid Assessments. The Board of Directors, whenever so requested in writing by a Mortgagee, shall promptly report any then unpaid assessments due from, or any other default by, the owner of the mortgaged Unit.

Section 3. Notice of Default. The Board of Directors shall give written notice to a Unit Owner of any known default by the Unit Owner in the performance of any obligations under the Condominium Act or Condominium Instruments, and, if such default is not cured within 60 days, shall send a copy of such notice to each Mortgagee of such Unit whose name and address has theretofore been furnished to the Board of Directors.

Section 4. Examination of Books. Each Unit Owner and each Mortgagee shall be permitted to examine the books of account of the Condominium at reasonable times and upon reasonable notice, on a business day.

Section 5. Notices of Damages, Condemnation. The Association shall timely notify: (i) the Mortgagee of a Unit whenever material damage to the Unit which costs more than \$5,000 to repair, occurs, or whenever the Unit or portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, if such conditions are known to the Association; and (ii) all Mortgagees whenever material damage to the Common Elements occurs which costs more than \$10,000 to repair, or whenever the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority. For purposes of this Section, the Board of Directors, when giving notice to any Mortgagee, shall also notify the Federal Home Loan Mortgage Corporation

(FHLMC), the Federal National Mortgage Association (FNMA) or the Veterans Administration (VA) and any other public or private secondary mortgage market entity participating in purchasing or guarantying mortgages of Units in the Condominium if the Board of Directors has notice of such participation.

Section 6. Notice of Termination of Management Contracts. The Board of Directors shall notify all Mortgagees in writing of the termination of any management contract within ten (10) days of receipt or issuance of any notice of such termination by either the Association or the Managing Agent. Notwithstanding the foregoing, the prior written approval of at least two-thirds (2/3) of all Mortgagees (based upon one vote for each Mortgage owned) shall be required to effectuate any decision by the Unit Owners Association to terminate professional management and assume self-management of the Condominium.

Section 7. Audited Financial Statement. Each Mortgagee shall be entitled to receive, upon request, a copy of the annual audited financial statement within one hundred twenty (120) days following the end of the Association's fiscal year.

Section 8. Rights of Mortgagees. Unless at least two-thirds (2/3) of the Mortgagees (based upon one vote for each Mortgage owned) have given their prior written approval, the Unit Owners Association shall not:

(a) change any Unit's Common Element Interest except as permitted by the Declaration;

(b) abandon, partition, subdivide, encumber, sell or transfer the Common Elements of the Condominium (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this clause) except as may be permitted by the Declaration;

(c) by act or omission seek to abandon or terminate condominium status of the project except as provided by statute in case of substantial loss to the Units and Common Elements of the Condominium;

(d) modify the method of determining and collecting assessments or allocating distributions of casualty insurance proceeds or condemnation awards;

(e) use the proceeds of casualty insurance for any purpose other than replacement, repair or reconstruction of the Units or Common Elements except as permitted by the Condominium Act.

Section 9. Other Mortgagees Rights. All Mortgagees or their representatives shall be entitled to attend meetings of the Unit Owners Association and shall have the right to speak thereat. In addition thereto, all Mortgagees shall have the right to examine the books and records of the Condominium and require the submission of annual financial reports and other budgetary information.

In addition, except as provided by statute, in the case of condemnation or substantial loss to the Units and/or Common Element of the Condominium, unless at least two-thirds of the first mortgagees (based on one vote for each first Mortgage owned) or owners (other than the sponsor, developer or builder) of the individual Units have given their prior written approval, the Unit Owners Association may not partition or subdivide any Condominium Unit.

Section 10. Amendment to the Declaration or to the Bylaws of the Unit Owners Association. Except as otherwise permitted by the Condominium Instruments, the prior written approval of two-thirds (2/3) of all institutional holders of Mortgages (based on one vote for each Mortgage owned) will be required for any amendment to the Declaration or Bylaws of the Unit Owners Association except for amendments allowed by Section 55-79.71 (F) of the Condominium Act.

Section 11. Presumptive Approval. Notwithstanding the foregoing, a Mortgagee listed pursuant to Section 1, who is notified by certified mail, return receipt requested of additions or amendments to the Condominium Instruments and who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

ARTICLE X

COMPLIANCE AND DEFAULT

Section 1. Relief. As set forth in Section 55-79.53, Code of Virginia, as amended, each Unit Owner of a Unit shall be governed by, and shall comply with, all of the terms of the Declaration, these Bylaws and the Rules and Regulations of the Association, and any amendments of the same. A default by a Unit Owner shall entitle the Unit Owners Association, acting through its Board of Directors or through the Managing Agent, to the following relief.

(a) Legal Proceedings. Failure to comply with any of the terms of the Declaration, these Bylaws and the rules and regulations shall be grounds for relief which may include, without limitation to, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any

other relief provided for in these Bylaws or any combination thereof and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Unit Owners Association, the Board of Directors, the Managing Agent, or, if appropriate, by an aggrieved Unit Owner.

(b) Additional Liability. Each Unit Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of any member of his family or employees, agents, licensees, guests, or lessees. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by an insurance company of its rights of subrogation.

(c) Cost and Attorneys' Fees. In any proceeding arising out of any alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court.

(d) No Waiver of Rights. The failure of the Unit Owners Association, the Board of Directors, or of a Unit Owner to enforce any right, provision, covenant, or condition which may be granted by the Declaration, these Bylaws or the rules and regulations shall not constitute a waiver of the right of the Unit Owners Association, the Board of Directors, or the Unit Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Unit Owners Association, the Board of Directors, or any Unit Owner pursuant to any term, provision, covenant or condition of the Declaration, these Bylaws, or the rules and regulations shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by the Declaration, these Bylaws or the rules and regulations, or at law or in equity.

(e) Interest. In the event of a default by any Unit Owner in paying any sum assessed against the Condominium Unit other than for Common Expenses which continues for a period in excess of fifteen (15) days, interest at a rate of up to eighteen percent (18%) per annum may be imposed in the discretion of the Board of Directors on the principal amount unpaid from the date due until paid.

(f) Right of Acceleration. The payment and collection of the assessments made pursuant to this Article X shall be in accordance with the terms providing for the payment and collection of assessments in these Bylaws and the Condominium Act, including without limitation the right reserved to the Board of

Directors to accelerate payment of assessments and the right to recover attorney's fees and costs.

(g) Late Charges. Any assessment levied pursuant to the Declaration or these Bylaws, or any installment thereof, which is not paid within fifteen (15) days after it is due, may at the option of the Board of Directors be subject to a late charge of not less than ten dollars (\$10.00) per month for each monthly assessment in arrears or such other amounts as the Board of Directors may fix, and in addition, the Board of Directors may declare the installments which would otherwise be due during the remaining fiscal year immediately due and payable and may take those actions to collect such accelerated amounts as are provided in these Bylaws for the collection of assessments.

(h) Abatement and Enjoinment of Violations by Unit Owners. The violation of any rule or regulation adopted by the Association, or the breach of any Bylaw contained herein, or the breach of any provision of the Declaration shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws: (1) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; (2) to use self-help to remove or cure any violation of the Condominium Instruments or the rules and regulation on the Common Elements (including, without limitation, the towing of vehicles) or in any Units; or (3) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity the continuance of any such breach.

(i) Other Penalties. Failure by a Unit Owner to comply with any of the terms of the Declaration, these Bylaws and the Rules and Regulations, shall subject such Unit Owner to other penalties that may be established by resolution of the Board of Directors, including, but not limited to, the imposition of charges. Any such resolution duly adopted by the Board of Directors shall be adopted in accordance with Section 55-79.80:2B of the Condominium Act, as amended, which requires the Unit Owner be given the opportunity to be heard and represented by counsel before the Board of Directors.

Section 2.Lien for Assessments.

(a) The total annual assessment of each Unit Owner for Common Expenses or any special assessment or any other sum duly levied, made pursuant to these Bylaws is hereby declared to be a lien levied against the Condominium Unit of such Unit Owner as provided in Section 55-79.84 of the Condominium Act.

(b) The lien for assessments may be enforced and foreclosed in the manner provided by the Condominium Act by action in the name of the Association, or the Managing Agent, acting on behalf of the Unit Owners Association.

(c) A suit to recover a money judgment for unpaid contributions may be maintained without foreclosing or waiving the lien securing the same, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

Section 3.Subordination and Mortgage Protection. Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to these Bylaws upon any Unit (and any penalties, interest on assessments, late charges or the like) shall be subordinate to, and shall in no way affect the rights of the holder of a Mortgage made in good faith for value received; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such Unit pursuant to foreclosure, or any proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the purchaser of the Unit at such sale from liability for any assessment lien perfected under Section 55-79.84 of the Condominium Act and for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment, which lien shall have the same effect and be enforced in the same manner as provided herein.

Section 4.Priority of Lien. All assessments levied by the Unit Owners Association of the Condominium shall constitute a lien on the Unit, which lien shall be subordinate to any lien of any Mortgage.

ARTICLE XI

USE RESTRICTIONS ON UNITS AND COMMON ELEMENTS

Section 1.Unit Use Restrictions. Each Unit and the Condominium Property in general shall be occupied and used as follows:

(a) Except as provided in the Declaration, no Unit shall be used for other than housing, home occupations allowed by local zoning ordinances and subject to Rules and Regulations which may be promulgated by the Board of Directors, and the related common purposes for which the Property was designed. The Board of Directors may permit reasonable, non-residential uses from time to time in any Unit. Nothing in these Bylaws shall be construed to prohibit the Declarant from using any Unit owned by the Declarant for promotional, marketing, administrative office, display or other related

purposes or from using any appropriate portion of the Common Elements for settlement of sales of Condominium Units.

(b) Nothing shall be done or kept in any part of the Condominium Property which will increase the rate of insurance for the Condominium Property or any part thereof applicable for residential use without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in his Unit or in his Limited Common Element which will result in the cancellation of insurance on the Condominium Property or any part thereof or which would be in violation of any law, regulation or administrative ruling.

(c) No disruptive, improper, or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Condominium Property shall be complied with, by and at the sole expense of the Unit Owner or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Property, and if the latter, then the cost of such compliance shall be a Common Expense.

(d) No Unit Owner shall obstruct any of the Common Elements nor shall any Unit Owner place or cause or permit anything to be placed on or in any of the Common Elements (except those areas designated for such storage or parking by the Board of Directors) without the approval of the Board of Directors. Nothing shall be altered or constructed in or removed from the Common Elements except upon the prior written consent of the Board of Directors.

(e) The Common Elements must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises; nor shall any carriages, bicycles, wagons, shopping carts, chairs, benches, tables, firewood, or any other object of a similar type and nature be stored therein.

(f) No Unit shall be rented for transient or hotel purposes. No Unit shall be leased or rented for any period less than six (6) months. No Unit Owner shall lease a Unit other than on a written form of lease requiring the lessee to comply with the Condominium Instruments and rules and regulations, and providing that failure to comply constitutes a default under the lease. The Unit Owner shall provide a current copy of the Condominium Instruments and such rules and regulations as have been promulgated as of the date of such lease to lessees. The Board of Directors may provide a suggested standard form lease for use by Unit Owners. Unit Owners shall provide to the Board of Directors, a fully executed copy of the lease. The foregoing provisions of this subparagraph, except for the restriction against use for hotel or

transient purposes, shall not apply to the Declarant, or a Mortgagee in possession of a Unit as a result of a foreclosure or other judicial sale or as a result of any proceeding in lieu of foreclosure.

(g) No commercial trucks, buses or any commercial vehicle shall be permitted to be kept or parked overnight upon any portion of the Property, including within any garage. Trailers, campers, recreational vehicles, house trailers, boat trailers or boats shall not be parked in a garage. No vehicle shall remain on the Condominium Property unless it has current state license plates, a current inspection sticker and complies with all other applicable laws. Repairing vehicles of any kind shall not be permitted on any portion of the Condominium Property

(h) The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any Unit or upon any part of the Condominium Property, except that the keeping of small, orderly domestic pets (e.g. dogs, cats, caged birds) and aquarium fish is permitted subject to the limitation that no Unit Owner shall keep or maintain in excess of two (2) orderly domestic pets and, subject to the Rules and Regulations adopted by the Board of Directors. Pets shall not be permitted upon the Common Elements unless accompanied by a responsible person and unless carried or leashed. Any Unit Owner who keeps or maintains any pet upon any portion of the property shall be deemed to have indemnified and agreed to hold the Association, each Unit Owner and the Declarant free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium. All pets shall be registered with the Board of Directors and shall otherwise be registered and inoculated as required by law. Each pet owner shall be required to clean up any and all excrement caused by his pet on any portion of the Condominium Property. The Board of Directors shall have the right to order any person whose pet is a nuisance to remove such pet from the Condominium.

(i) Except for such signs as may be posted by the Declarant for construction, promotional or marketing purposes, no signs of any character shall be erected, posted or displayed upon, in, from or about any Unit or Common Elements without the prior written approval of the Board of Directors. The provisions of this subparagraph shall not be applicable to the institutional holder of any Mortgage which comes into possession of any Unit by reason of any remedies provided for in the mortgage, foreclosure of any mortgage or any deed of trust or other proceeding in lieu of foreclosure.

(j) Except as to those major appliances as may be installed by the Declarant during its initial construction of Units, or as may be installed by Unit Owners

as replacements thereof, additional major appliances may not be installed in a Unit without prior written approval of the Board of Directors.

(k) No Unit Owner shall allow anything whatsoever to fall from the windows of the premises, nor shall he sweep or throw from his Unit any dirt or other substances outside of his Unit onto the Common Elements.

(l) Refuse, garbage and recyclable material shall be deposited in the area for pick up before scheduled pick up. Trash shall not be stored or placed on patios, terraces, decks or balconies.

(m) No clothesline or similar device shall be permitted on any portion of the Condominium Property, including Limited Common Elements.

(n) No Unit Owner is or shall be permitted to install any type of fireplace within his Unit, without the prior written consent of the Board of Directors. No open flame barbecue grills shall be allowed on the Condominium Property nor storage of flammable fuels.

(o) The Board of Directors of the Association may retain a pass-key to all Units. No Unit Owner or occupant shall alter any lock or install a new lock, without the written consent of the Board of Directors of the Association. Where such consent is given, the Unit Owner shall provide the Association with an additional key for the use of the Association, pursuant to its right of access.

(p) No Unit Owner shall make or permit any disturbing noises by himself, his family, pets, his servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners.

(q) Except as specifically permitted by applicable governmental regulations, no exterior antennas of any type, including, but not limited to, satellite dishes for reception or transmission, may be erected or maintained within the Condominium without the prior written consent of the Board of Directors, which consent shall not be unreasonably withheld.

(r) Nothing shall be done in any Unit or in, on, or to the Common Elements which will impair the structural integrity of the Condominium, or which would structurally change any building or improvements thereon except as is otherwise provided in these Bylaws, provided, further, that interior partitions contributing to the support of any Unit shall not be altered or removed.

(s) Waterbeds shall not be permitted in any Unit without written consent of the Board of Directors.

(t) Unit Owners and occupants shall exercise extreme care not to disturb other Unit Owners or occupants with excessive noise from the use of radios, televisions, musical instruments, amplifiers, or telephones.

(u) Garages shall only be used for a purpose that will not interfere with the intended purposes of garages (e.g. parking of vehicles). Garages may not be converted into living spaces.

(v) Unit windows shall be covered by blinds, shades, curtains or other window treatments which are white or off-white in appearance from the exterior of the building.

Section 2. Rules and Regulations. Each Unit and the Common Elements shall be occupied and used in compliance with the Rules and Regulations which may be promulgated and amended by the Board of Directors. The Board of Directors shall furnish copies of the Rules and Regulations to each Unit Owner. Amendments to the Rules and Regulations shall be conspicuously posted prior to the time when the same shall become effective and copies thereof shall be furnished to each Unit Owner upon request. Each Unit Owner shall be responsible for compliance with all Rules and Regulations by all family members, guests, agents, invitees, and tenants.

Section 3. Utility Charges. The cost of utilities serving the Condominium not individually metered to a Unit shall be a Common Expense.

Section 4. Parking Spaces.

(a) Except for parking spaces located within garages that are part of each Unit and except to the extent limited by the Declarant as to such parking spaces as may be used in conjunction with the Declarant's sales program, all parking spaces designated as such on the Plats and Plans shall be used by Unit Owners on a first-come, first-served basis except as the Board of Directors may otherwise determine. Each Unit Owner shall comply in all respects with such Rules and Regulations which the Board of Directors may from time to time adopt and promulgate with respect to parking and traffic control within the Condominium, and the Board of Directors is hereby, and elsewhere in these Bylaws, authorized to adopt such rules.

Section 5. Storage Areas; Disclaimer of Bailee Liability. Any storage cubicles or areas in the Condominium, if any, are Common Elements and may be assigned to Units by appropriate resolution of the Board of Directors as Limited

Common Elements. The Board of Directors, the Unit Owners Association, any Unit Owner and the Declarant shall not be considered a "bailee" of any personal property stored on the Common Elements (including property located in storage cubicles or areas and vehicles parked in the parking areas of the Condominium), whether or not the storage area is assigned specifically to a Unit Owner for storage purposes, and shall not be responsible for the security of such personal property, storage area or for any loss or damage thereto, whether or not due to negligence.

Section 6. Right of Access. By acceptance of his deed of conveyance, each Unit Owner thereby grants a right of access to his Unit, as provided by Section 55-79.79(a) of the Condominium Act and as further set forth in the Declaration to the Board of Directors or the Managing Agent, or any other person authorized by the Board of Directors or the Managing Agent, or any group of the foregoing, for the purpose of enabling the exercise and discharge of their respective powers and responsibilities, including, without limitation, making inspections, correcting any condition originating in his Unit and threatening another Unit or the Common Elements, performing installations, alterations or repairs to the mechanical or electrical services or the Common Elements in his Unit or elsewhere in the Condominium Property or to correct any condition which violates the Condominium Instruments; provided, however, that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. To the extent that damage is inflicted upon the Common Elements or any Unit through which access is taken, the Unit Owners Association if it caused the damage, shall be liable for the prompt repair thereof.

Section 7. Declarant Exempt. Notwithstanding any provision contained in this Article XI to the contrary, the use and other restrictions set forth in this Article XI shall not apply to the construction or development activities of the Declarant or to the use of the Common Elements and/or Units owned by the Declarant for display, marketing, promotion, sales, rental, leasing or construction purposes or the use of Units as "models", or the use of any portion of the Condominium as a sales, rental or management office.

ARTICLE XII

CONDEMNATION

In the event of a taking in condemnation or by eminent domain, the provisions of Section 55-79.44, Code of Virginia, as amended, shall prevail and govern.

ARTICLE XIII

MISCELLANEOUS

Section 1. Notices. All notices, demands, bill statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by regular mail, first-class, prepaid.

(a) If to a Unit Owner, at the address which the Unit Owner shall designate in writing and file with the Secretary, or if no such address is designated, at the address of the Unit of such Unit Owner; or

(b) If to the Unit Owners Association, the Board of Directors, or the Managing Agent, at the principal office of the Managing Agent, or at such other address as shall be designated by the notice in writing to the Unit Owners pursuant to this Section.

Section 2. Severability. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

Section 3. Resale by Purchaser. The Unit Owners Association, in complying with Section 55-79.97(A), Code of Virginia, 1950, as amended, shall furnish to the purchaser prior to contract date, the appropriate statements. The Board of Directors of the Unit Owners Association may charge the seller up to the maximum amount allowed by law to comply with statements pursuant to Sections 55-79.84(H) and 55-79.85, Code of Virginia, 1950, as amended. In addition, the Board of Directors may fix such other amounts as are required in complying with Section 55-79.97(A), 2 through 7, Code of Virginia, 1950, as amended.

Section 4. Interchangeable Terms. As used in these Bylaws, the terms "mortgage" and "deed of trust" are interchangeable with each other, and the terms "mortgagee" and "deed of trust noteholder" are interchangeable with each other.

Section 5. Certain Contracts of Declarant. Any employment contract, lease of facilities or parking areas entered into by the Declarant on behalf of the Unit Owners Association during the period within which the Declarant is in control of the Unit Owners Association, may following the relinquishment of the Declarant control and at the option of the Association be terminated without penalty upon not more than ninety (90) days notice.

ARTICLE XIV

AMENDMENTS TO BYLAWS

Section 1. Amendments. These Bylaws may be modified or amended as provided in Section 55-79.71 of the Condominium Act. During the Declarant Control Period, the following sections shall not be amended without consent of the Declarant: (1) Section 2 of Article II; (2) Section 9 of Article II; (3) Section 1 of Article III; and (4) Section 1 of this Article XIV.

Section 2. Approval of Mortgagees. These Bylaws contain provisions concerning various rights, priorities, remedies and interests of Mortgagees. Such provisions in these Bylaws are to be construed as covenants for the protection of such Mortgagees on which they may rely in making loans secured by Mortgagees.

ARTICLE XV

DISPUTE RESOLUTION

Section 1. Claim Notice; Inspection. Unless otherwise agreed in writing by the Board of Directors and the Declarant, before the Board of Directors may bring an action for damages against the Declarant based on a claim for defects in the design or construction of the Common Elements or other portions of the Condominium, including, without limitation, an action for enforcement of any warranty on the Common Elements, the requirements of this Article shall be met.

(a) The Board of Directors shall make a prudent and reasonable attempt to mail or otherwise deliver written notice to the Declarant specifying the defect or defects that are the subject of its claim, including identification of all Common Elements and other portions of the Condominium that have manifested damage or otherwise indicate existence of a defect (the "Claim Notice").

(b) Within twenty (20) days after the receipt of the Claim Notice, the Declarant may make a written request to the Board of Directors to inspect the Common Elements and other portions of the Condominium identified in the Claim Notice (the "Inspection Request"). If the Declarant fails to deliver a timely Inspection Request, the Board of Directors may bring an action based on the claim or claims identified in the Claim Notice without satisfying any of the other requirements of this Article.

(c) Within ten (10) days after receipt of the Inspection Request, the Board of Directors shall make available for inspection all Common Elements and other portions of the Condominium identified in the Claim Notice during normal working hours or other mutually agreed upon times. If necessary, interior inspections of Units shall occur only during normal business hours or other mutually agreed upon times, only upon prior notice to the Owner or occupant of the Unit, and only with the consent of the Owner of the Unit, which consent may not be unreasonably withheld or delayed.

(d) Such inspection shall be completed within fifteen (15) days after the date the Common Elements and other portions of the Condominium are made available to the Declarant by the Board of Directors and/or any Unit Owner for inspection; provided, however, that if such inspection is not reasonably capable of being completed within such fifteen (15) day period, and provided further that the Declarant commences good faith efforts to commence such inspection within such fifteen day (15) day period and thereafter diligently prosecutes such efforts to completion, such fifteen (15) day period shall be extended for the period of time reasonably necessary for the Declarant to commence and complete such inspection. The Declarant shall pay all costs of such inspection, shall restore the Common Elements and other portions of the Condominium to the condition that existed immediately before such inspection within five (5) days after the completion of such inspection, and shall indemnify the Board of Directors for any and all damages resulting from such inspection; provided, however, that if such restoration is not reasonably capable of being completed within such five (5) day period, and provided further that the Declarant commences good faith efforts to commence such restoration within such five (5) day period and thereafter diligently prosecutes such efforts to completion, such five (5) day period shall be extended for the period of time reasonably necessary for the Declarant to commence and complete such restoration.

Section 2. Settlement Statement: Conference.

(a) Within fifteen (15) days after completion of the inspection under Section 1 of this Article, the Declarant shall submit a written statement to the Board of Directors stating the Declarant's proposed settlement of the claim or claims identified in the Claim Notice, and stating whether the Declarant proposes to do any remedial work, pay the Association a cash amount, or both (the "Settlement Statement").

(b) If the Declarant fails to deliver a timely Settlement Statement, the Board of Directors may bring an action on the claim or claims identified in the Claim Notice without satisfying any of the other requirements of this Article.

(c) If the Declarant delivers a timely Settlement Statement, then within fifteen (15) days after receipt of the Settlement Statement, at least a majority of the Board of Directors shall hold a settlement conference with the Declarant to discuss the

claim or claims identified in the Claim Notice and the proposed settlement stated in the Settlement Statement (the "Settlement Conference"). The Association and the Declarant may be represented at the Settlement Conference, and any mutually agreed upon continuation thereof by attorneys and consultants.

(d) If a settlement of the claim or claims identified in the Claim Notice is not reached within fifteen (15) days after the Settlement Conference, or any mutually agreed upon continuation thereof, the Association or the Declarant may deliver to the other party, within thirty (30) days after the Settlement Conference, or any mutually agreed upon continuation thereof, a written request for nonbinding mediation. Either party to any such nonbinding mediation may elect to terminate such nonbinding mediation at any time, upon that party's determination that the nonbinding mediation has been unable to resolve the dispute, by giving written notice to the other party of such determination.

(e) If the Board of Directors does not accept the Declarant's proposed settlement set forth in the Settlement Statement, and if the parties are unable to resolve the dispute through nonbinding mediation, the Board of Directors shall make reasonable efforts to disseminate to each Unit Owner a summary of the information required under Section 3 of this Article prior to bringing any action against the Declarant.

(f) Any notice, request, statement, or other communication required to be sent to the Declarant or the Association under this Article shall be mailed by first-class registered or certified mail, return receipt requested, or sent by facsimile (provided the original is, on the same day, personally served on the party entitled to receive such notice, request, statement or other communication).

Section 3. Commencement of Action: Notice to Unit Owners. Before the Association may bring an action for damages against the Declarant based on any claim or claims identified in the Claim Notice, the Board of Directors shall make reasonable efforts to disseminate to each Unit Owner:

- (a) a statement of the claim of the Association against the Declarant;
- (b) a copy of the written response of the Declarant to the claim of the Association, including any proposed settlement delivered by the Declarant to the Association Unit Owners;
- (c) summary information about the Settlement Conference and the mediation;

(d) a statement of the reasonably anticipated consequences of proceeding with the litigation (the form and content of such statement to be subject to the reasonable judgment of the Board of Directors); and

(e) a statement that if ten percent (10%) of the Unit Owners (other than the Declarant) request a special meeting of the Association to discuss the proposed litigation within thirty (30) days after the date the notice is mailed or otherwise delivered to the Unit Owners, then a special meeting must be held.

IN WITNESS WHEREOF, the Declarant has caused these Bylaws to be executed on behalf of the Unit Owners Association of The Condominiums at Kirkpatrick Farms this ____ day of _____, 200__.

NVR, INC, t/a Ryan Homes
a Virginia corporation

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 200__, by _____ of NVR, INC., t/a Ryan Homes on behalf of said corporation.

Notary Public

My Commission Expires: _____

EXHIBIT "A"
TO
BYLAWS

SCHEDULE OF MAINTENANCE RESPONSIBILITIES

Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

**EXHIBIT "A"
TO
BYLAWS**

**MAINTENANCE RESPONSIBILITIES CHART
THE CONDOMINIUMS AT KIRKPATRICK FARMS**

ITEM	PARTY RESPONSIBLE FOR PERFORMANCE	PARTY RESPONSIBLE FOR COST OF PERFORMANCE
Building exterior, roof, vertical walls, foundations, gutters and downspouts.	Unit Owners Association	Unit Owners as a Common Expense
Painting of shutters, exterior of Unit entry and parking garage doors and portions of door and door frames which are exterior.	Unit Owners Association	Unit Owners as a Common Expense
Routine repair, replacement and maintenance of deck or porch doors, screen doors and Unit entry and parking garage doors (including any cleaning and door hardware replacement).	Individual Unit Owner	Individual Unit Owner
Major maintenance and repair and replacement of decks, porches and driveways of Units.	Unit Owners Association	Unit Owners as a Common Expense
Cleaning, sweeping and snow removal of decks, porches and driveways of Units.	Owner of the Unit to which such deck, porch, or driveway is appurtenant	Owner of the Unit to which such deck, porch, or driveway is appurtenant
Repair and replacement of Unit windows, frames and screens.	Individual Unit Owner	Individual Unit Owner

Maintenance Responsibilities Chart Page 2

ITEM	PARTY RESPONSIBLE FOR PERFORMANCE	PARTY RESPONSIBLE FOR COST OF PERFORMANCE
Routine maintenance and repair of Unit windows, frames and screens (including any cleaning and window hardware replacement).	Individual Unit Owner	Individual Unit Owner
Heating and cooling systems and components serving only Common Elements or more than one Unit.	Unit Owners Association	Unit Owners as a Common Expense
Heating and cooling systems and components exclusively serving one Unit.	Individual Unit Owner	Individual Unit Owner
Plumbing and related systems and components thereof, including any sprinkler systems, serving only Common Elements or more than one Unit.	Unit Owners Association	Unit Owners as a Common Expense
Plumbing exclusively serving a single Unit and located within the boundaries of the Unit.	Individual Unit Owner exclusively served by such plumbing	Individual Unit Owner exclusively served by such plumbing
Plumbing exclusively serving a single Unit but located outside the boundaries of that Unit.	Unit Owners Association	Individual Unit Owner exclusively served by such plumbing
Electrical and related systems and components, thereof including fixtures, serving only Common Elements or more than one Unit.	Unit Owners Association	Unit Owners as a Common Expense

Maintenance Responsibilities Chart Page 3

ITEM	PARTY RESPONSIBLE FOR PERFORMANCE	PARTY RESPONSIBLE FOR COST OF PERFORMANCE
Electrical and related systems and components, including fixtures, exclusively serving a Unit and located within the boundaries thereof.	Individual Unit Owner exclusively served by such electrical component	Individual Unit Owner exclusively served by such electrical component
Electrical and related systems and components, including fixtures, exclusively serving a Unit but located outside the boundaries thereof.	Unit Owners Association	Individual Unit Owner exclusively served by such electrical component
Maintenance and repair or replacement of Common Element sidewalk areas, grounds, landscaped areas, surface parking spaces and private roadways, including snow removal. Maintenance, repair and cleaning of vestibules.	Unit Owners Association	Unit Owners as a Common Expense
Maintenance, repair and replacement of leadwalks and stoops, including snow removal.	Unit Owners Association	Unit Owners as a Common Expense
Exterminating within individual Units.	Individual Unit Owner	Individual Unit Owner
Exterminating exterior of buildings and foundation.	Unit Owners Association	Unit Owners Association
Interior of Unit.	Individual Unit Owner	Individual Unit Owner

Prepared by
and Return to: Walsh, Colucci, Lubeley,
Emrich & Terpak, P.C.
2200 Clarendon Blvd., Suite 1300
Arlington, VA 22201

Tax Map No.: _____

DECLARATION

OF

THE CONDOMINIUMS AT KIRKPATRICK FARMS

Pursuant to the provisions of Chapter 4.2, Title 55 of the Code of Virginia, as amended ("the Condominium Act"), **NVR, INC. t/a RYAN HOMES**, a Virginia corporation, (the "Declarant") with the consent of **Two Greens/Kirkpatrick LLC**, a Virginia limited liability company, the fee simple owner of the land more particularly described in **Exhibit "A"** attached hereto located in Loudoun County, Virginia ("Submitted Land"), hereby submits the Submitted Land, together with all improvements, easements, rights and appurtenances thereunto (the "Condominium Property"), to the provisions of the Condominium Act and hereby creates with respect to the Condominium Property, an expandable condominium.

Each Unit Owner shall own his Unit in fee simple absolute, in addition to an undivided fee simple interest in the Common Elements of the Condominium as a tenant in common with the other Unit Owners.

I. **DEFINITIONS:** Except as otherwise defined in the Condominium Instruments for the Condominium all capitalized terms in the Condominium Instruments shall have the meanings specified in Section 55-79.41 of the Code of Virginia, 1950 Edition, as amended.

II. **NAME OF THE CONDOMINIUM:** The condominium established hereby shall be known as The Condominiums at Kirkpatrick Farms (the "Condominium").

III. **LOCATION OF BUILDINGS AND UNITS:** The location and dimensions of the buildings on the Submitted Land are shown on the "Plats" attached as Exhibit "D" hereto. The location of the Units within the aforesaid buildings are shown on the "Plans" attached as Exhibit "E" hereto.

IV. **UNIT BOUNDARIES:** The boundaries of each Unit are as follows:

(a) Upper and Lower (horizontal) Boundaries: The upper and lower boundaries of the Unit are the following boundaries extended to an intersection with the vertical (perimetric) boundaries:

(1) Upper Boundary: The horizontal plane of the uppermost surface of the drywall ceiling of the uppermost ceiling of the Unit.

(2) Lower Boundary: The horizontal plane of the top surface of the lowest undecorated concrete floor slab.

(b) Vertical (perimetric) Boundaries: The vertical boundaries of the Unit are the vertical planes which include the outermost (back) surface of the drywall of all walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries, including all windows and doors which serve the Unit.

(c) Inclusions and Exclusions of Unit: Included as part of each Unit are: (1) front entrance door to the Unit; (2) interior ceilings and floor coverings; (3) air-conditioning and heating components serving only that Unit, whether located within the designated boundaries of such Unit or not; (4) mechanical closet for the Unit; (5) any stairwells which are for the exclusive use of one Unit; and (6) subject to the following sentence, all space, interior partitions, fixtures and improvements (including without limitation sinks, bathtubs and other plumbing facilities, refrigerators, ovens and other appliances) within the designated boundaries of the Unit. If any chutes, flues, ducts, conduits, wires, bearing walls or columns, or any other apparatus, lies partially within and partially outside of the designated boundaries of a Unit, any portions thereof serving only that Unit shall be deemed a part of that Unit; any portions thereof serving more than one Unit shall be General Common Elements. The Units shall also include the interior of any garage designed for the exclusive use of such Unit. The boundaries of the garage shall be the same as that for the Unit boundaries described above.

(d) Maintenance Responsibilities: Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary description, the provisions of the Bylaws, attached as Exhibit "C" hereto, shall govern the division of maintenance and repair responsibilities between the Unit Owner and the Unit Owners Association of the Condominium.

V. **COMMON ELEMENTS:**

(a) **General Common Elements.** The General Common Elements as shown on the Plat and Plans consist of the entire Condominium other than the Units and the Limited Common Elements.

(b) **Limited Common Elements.** The Limited Common Elements are those parts of the Common Elements which are Limited Common Elements within the meaning of Section 55-79.50(e) of the Condominium Act and which are reserved for the exclusive use and benefit and are the responsibility of one (1) or more, but less than all, of the Units and their Owners.

(c) **Reserved Common Elements.** The Board of Directors shall have the power in its discretion from time to time to grant revocable licenses in designated General Common Elements to a Unit Owner(s) at no charge or to establish a reasonable charge to such Unit Owner(s) for the use and maintenance thereof (which charge shall be deemed an additional assessment payable in accordance with Article VI, Section 2 (e) of the Bylaws). The General Common Elements or portions thereof so designated shall be referred to as Reserved General Common Elements. Such designation by the Board of Directors shall not be construed as a sale or disposition of the General Common Elements.

The Common Elements shall remain undivided and no Unit Owner or any other person shall bring or have the right to bring any action for partition or division thereof, nor shall the Common Elements be abandoned by act or omission, subject to the provisions of the Bylaws.

VI. **THE UNDIVIDED INTEREST IN THE COMMON ELEMENTS:** Pursuant to Section 55-79.55 of the Condominium Act, each Unit in the Condominium has been allocated a percentage of interest (its "Common Element Interest") in the Common Elements of the Condominium based on equality. A schedule listing each unit in the Submitted Land and its Common Element Interest is attached hereto and made a part hereof as Exhibit "B". If the Condominium is expanded by creation of additional Units, the Common Element Interests of all Units will be recalculated on the basis of equality.

(a) **ASSIGNMENT OF LIMITED COMMON ELEMENTS:** Each Unit Owner will also own an interest in all of the Common Elements of the Condominium (i.e., its Common Element Interest) based on its par value. If the Condominium is expanded by creation of additional Units, the Common Element Interests of all Units will be recalculated on the basis of par value. That is to say that the Common Element Interest of a Unit at any given time shall be derived by dividing the par value of the Unit by the assigned par value of all Units then included in the Condominium. This

recalculation will reduce the Common Element Interest appertaining to each Unit, but because the total amount of Common Elements will have increased, the actual ownership interests will be essentially unchanged. A Common Element Interest Schedule for the Submitted land is attached as Exhibit "B" to the Declaration. The Par Values of each Unit type to be included in the Condominium are as follows:

Unit Type	Par Value
B	1650
T	2640

VII. **OPTION TO EXPAND CONDOMINIUM:** Declarant hereby expressly reserves unto itself and/or its successors and assigns, the option and right to expand this Condominium pursuant to Section 55-79.63 of the Condominium Act and subject to the provisions of this Article.

(a) The option to expand shall be at the sole option of Declarant and shall not require the consent of any Unit Owner or Mortgagee (as defined in the Bylaws).

(b) This option to expand the Condominium shall expire seven (7) years after the date of recording of this Declaration if not sooner exercised; however, Declarant may, at any time prior to the expiration of such period, terminate its option to expand by recording among the land records of Loudoun County, Virginia, an executed and notarized document terminating this option.

(c) The metes and bounds description of that property which may be added to this Condominium is set forth in Exhibit "A-1" and hereinafter referred to as "Additional Land".

(d) Declarant expressly reserves the right to add any or all portions of the Additional Land at any time, at different times, in any order, without limitation, provided, however, that the Additional Land shall not exceed the total area of all that land described in Exhibit "A-1" attached hereto. Both the Submitted Land and Additional Land are graphically depicted on Exhibit "D" entitled "Plats", which Plats are attached hereto and made a part hereof.

(e) At such time as the Condominium is expanded, the maximum number of Units on the Additional Land will not exceed one hundred forty eight (148) Units. The maximum number of Units on any portion of the Additional Land added to the Condominium shall not exceed one hundred fifty (150) Units per acre. Moreover, the maximum number of Units in the Condominium, as a whole, shall never exceed one hundred fifty-six (156) Units or one hundred fifty (150) Units per acre.

(f) Declarant expressly reserves the right to create Common Elements upon the Additional Land which may be subsequently assigned as Limited Common Elements. Declarant makes no assurances as to the type, size or maximum number of such Common Elements or Limited Common Elements.

(g) The Declarant makes no assurances as to the location of buildings in which Units are located on the Additional Land.

(h) All Units to be created on any portion of the Additional Land shall, except for model Units or administrative offices of Declarant, be restricted exclusively to residential use.

(i) Upon the Additional Land, Declarant may (but shall not be obligated to) construct facilities for the purpose of serving this Condominium as may be expanded by the Additional Land or portions of the Additional Land which Declarant may retain for rental. Declarant reserves the right to construct such service facilities on such portion or portions of the Additional Land as it deems necessary, but Declarant makes no assurances that such improvements will be compatible in quality, materials and style with the improvements on the Submitted Land.

(j) The Units to be created in the improvements on the Additional Land will be reasonably compatible in quality with the improvements on the Submitted Land but need not be the same materials or style. The Units will be of the same size and type that are presently located on the Additional Land.

(k) The allocation of Common Element Interests and common expense liabilities for Units created on the Additional Land shall be based upon par value. Therefore, in the event that the Condominium is expanded to include any portion of the Additional Land, the Common Element Interests of all Units in the Condominium shall be reallocated with the Common Element Interest of each Unit then included in the Condominium determined by dividing the par value of such Unit by the aggregate par value of all Units then included in the Condominium.

(l) In the event Declarant shall not add or adds and then subsequently withdraws, all or any portion of the Additional Land in accordance with Sections 55-79.54(c) and 55-79.54(d) of the Code of Virginia, as amended, Declarant shall nevertheless have the unrestricted right to demolish, construct, alter and operate, without restriction, and for any legal purpose, any improvements located on said Additional Land or any portion thereof.

(m) In the event Declarant determines to exercise its option to expand, in addition to such other easements or rights it may have reserved, Declarant shall have the easements as set forth in Section 55-79.65 of the Code of Virginia, as amended.

VIII. **PARKING**: Except for parking spaces located within the garages that are a part of each Unit and except for parking spaces which may be assigned or reserved pursuant to Articles V or VII hereof and subject to such parking or other easements which may exist in favor of Declarant, or others, all other parking spaces located on the Condominium Property shall be deemed Common Elements and shall be available for use of all Unit Owners on a first come-first served basis, subject to rules and regulations of the Unit Owners Association.

IX. **EASEMENTS AND OTHER ENCUMBRANCES, ETC.:**

Section 1. Easements, Rights-of-Way of Record:

The Submitted Land and the Additional Land are subject to certain easements, rights-of-way and covenants of record. The location of said easements and rights-of-way as well as the Deed Book and page references wherein said easements and rights-of-way were imposed are shown on the Plats attached as Exhibit "D" hereto.

Section 2. Easement for Ingress and Egress through Common Elements, Access to Units and Support:

(a) Each Unit Owner is hereby granted an easement in common with the other Unit Owners for ingress and egress through the General Common Elements, subject to rules, regulations and restrictions established by the Unit Owners Association. Each Condominium Unit is hereby burdened with and subjected to an easement for ingress and egress through all Common Elements by persons lawfully using or entitled to the same. To the extent reasonable or if emergency means of vehicular or pedestrian ingress and egress are not otherwise available through the General Common Elements, the Limited Common Elements shall be subject to an easement for the benefit of the Unit Owners for vehicular or pedestrian ingress and egress to and from their respective Units within the Condominium.

(b) The Declarant reserves in favor of the Declarant and the Managing Agent and/or any other person authorized by the Board of Directors the right of access to any Unit as provided in Section 55-79.79 of the Condominium Act and Article XI, Section 6, of the Bylaws. In case of emergency, such entry shall be immediate whether or not the Unit Owner is present at the time. Further, until seven years after the date this Declaration is recorded, such entry shall be permitted to perform warranty related

work (for the benefit of the Unit being entered, other Units or the Common Elements) whether or not the Unit Owner consents or is present at the time.

(c) Each Unit and Common Element shall have an easement for lateral and subjacent support from every other Unit and Common Element.

Section 3. Declarant's Right to Grant Easements:

The Declarant shall have the right, until seven years after the date this Declaration is recorded, to grant and reserve easements and rights-of-way through, under, over and across the Condominium Property for ingress/egress access to recreation areas for construction purposes, and for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone and other utilities. Such easements may be granted for the benefit of the Additional Land.

Section 4. Easement to Facilitate Sales:

All Units shall be subject to an easement in favor of the Declarant pursuant to Section 55-79.66 of the Condominium Act. The Declarant reserves the right to use the Common Elements and any Units owned or leased by the Declarant, as models, construction, management, sales or customer service offices. The Declarant reserves the right to relocate the same from time to time within the Condominium; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Condominium such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Condominium Property and may be relocated or removed, all at the sole discretion of the Declarant. The Declarant shall have the right to erect temporary offices on any portion of the Submitted and Additional Land, including parking spaces and Common Elements for models, sales offices, construction offices, management offices, customer services and similar purposes. The reservation of this easement to facilitate sales is expressly applicable to the Submitted Land and the Additional Land. This easement shall continue until the Declarant has conveyed all Units in the Condominium to Unit Owners other than the Declarant.

Section 5. Easement for Operation or Development of Improvements on Additional Land:

There is reserved to the Declarant, and/or its successors, such easements over, across and under the Submitted Land and Additional Land for the purposes of ingress, egress to and construction, installation, maintenance and use of such drainage areas or structures, utility lines or systems (including, but not limited to, water, storm

and sanitary sewer, gas, cable television, electricity and telephone) as may be reasonably necessary for the development of the Condominium or for the development, construction and operation of improvements located or to be located on any portion of the Additional Land which may not be added or added and subsequently withdrawn from the Condominium.

Section 6. Easements for Encroachments:

Declarant and each Unit Owner, to the extent required, shall have an easement pursuant to Section 55-79.60 of the Condominium Act.

Section 7. Easement to Facilitate Expansion:

Declarant shall have as to both the Submitted Land and the Additional Land all easements set forth in Section 55-79.65 of the Condominium Act.

Section 8. Easement for Removal of Common Elements, Etc.:

There is reserved to the Declarant and/or its contractors, agents and employees the right of entry onto the Common Elements of the Condominium for the purposes of performing such improvements, repairs, alterations, restoration or removal of obsolete items in the Units and Common Elements of the Condominium as Declarant may reasonably deem necessary. This reservation shall be construed so as to permit Declarant and/or its agents to remove and/or replace any and all Common Elements requiring repair, modification or alteration. This easement does not allow the Declarant to remove any land or any item in the Units or Common Elements except for repair or replacement.

Section 9. Easement for Construction:

Declarant expressly reserves the right to enter upon the Common Elements for the purpose of performing such improvements as Declarant shall deem advisable in conjunction with its construction of the Units and/or Common Elements. Declarant shall further have the unrestricted right to temporarily store in or upon the Common Elements such building and construction equipment or supplies used in connection with its construction activities for the Units and Common Elements. The right herein reserved shall be deemed to include the right of Declarant to temporarily locate upon the Common Elements such temporary construction trailers or offices as may in Declarant's sole judgment be deemed necessary for its construction activity.

Section 10. Additional Land Ingress and Egress:

The Declarant, for itself and its successors and assigns, and contract purchasers, the family members, guests, invitees, licensees, employees and agents of any of the foregoing, and any person or entity at any time owning or occupying any portion of the Additional Land or any Unit in the Condominium, hereby reserves a perpetual, alienable and non-exclusive easement on, over and through any and all common walkways and pathways, and private roadways or drives at any time a part of the Condominium or the Additional Land for pedestrian and vehicular ingress and egress into and from any and all portions of the Condominium and the Additional Land, whether or not the Condominium is expanded to include any portion of the Additional Land, for any and all lawful purposes. In the exercise of any rights hereunder, there shall be no unreasonable interference with the use of any Unit for residential purposes, or with the Common Elements or the Additional Land for the purposes for which each reasonably is intended. Any person exercising any rights hereunder is and shall be obligated to repair promptly, at such person's own expense, any damage caused by the exercise of such rights and to restore, to the extent practicable, all real and personal property to the condition of such property prior to the exercise of such rights. The provisions of this paragraph automatically shall terminate and be of no further force and effect at such time, if any, the Condominium shall be expanded to include all of the Additional Land.

Section 11. Easement for Use of Common Facilities:

(a) Grant of Easement and Reservation of Right. Each Unit Owner is hereby granted a non-exclusive easement for access to and use of the amenities and grounds, driveways and parking facilities constituting a portion of the Common Elements (other than any Limited Common Elements) of the Condominium ("Common Facilities"). The Declarant hereby reserves the right to grant to each person lawfully residing in a dwelling unit located on any portion of the Additional Land a non-exclusive easement for access to and use of the Common Facilities. This right shall continue until the Declarant has conveyed to Unit Owners other than the Declarant all of the Units which the Declarant has the right to create.

(b) Extent of Easement. Any easement created pursuant to this section shall be subject to the following:

(1) the right of the Declarant prior to the termination of the Declarant Control Period to grant and reserve easements and rights-of-way through, under, over and across the Common Facilities, for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone, television reception and other utilities; and

(2) the right of the Association to adopt rules and regulations governing the use of the Common Facilities.

(c) Delegation of Use. Any person having the right to use the Common Facilities may delegate such right to the members of such person's household, tenants who reside on the Submitted Land and to such other persons as may be permitted by the Association.

(d) Rights to Use. Each person having the right to use the Common Facilities and each person to whom such right has been delegated shall comply with the rules and regulations regarding such use, as such rules and regulations may be established and amended from time to time by the Board of Directors. Such rights to use may be suspended upon failure of a unit owner to pay condominium assessments, whether such unit owner owns a unit in the same or in an adjacent condominium, upon failure to comply with such rules and regulations or upon failure of a tenant (other than in a condominium unit) to pay rent to the landlord of the dwelling unit in which such tenant resides.

(e) Assessments Against Fee Owners and Unit Owners of condominiums. Each Owner of a portion of the Additional Land to whom the Declarant has granted an easement to use the Common Facilities shall pay to the Association an annual assessment levied exclusively for a proportionate share of the costs for the management, operation, repair, replacement and maintenance of the Common Facilities. The assessment levied upon each such owner shall be determined by multiplying the actual expenses for the Common Facilities by a fraction, the numerator of which is the number of dwelling units on the Additional Land and the denominator of which is the total number of dwelling units and Condominium Units on both the Submitted Land and the Additional Land. The assessment shall be adjusted monthly by the Association to reflect any change in the number of such dwelling units or condominium units.

Section 12. Proffers: The development of the Condominium Property is subject to certain Proffers approved by Loudoun County on March 17, 1997, as amended.

Section 13. Kirkpatrick Farms Governing Documents: The Condominium is subject to the following documents for the Kirkpatrick Farms Community Association (the "Kirkpatrick Association"): Articles of Incorporation of the Kirkpatrick Association; the Bylaws of the Kirkpatrick Association; the Declaration of Covenants, Conditions and Restrictions for the Kirkpatrick Association; and the Kirkpatrick Association Design and Maintenance Standard. These documents place various covenants, conditions and restrictions on the Condominium.

Section 14. Affordable Dwelling Units. Forty (40) of the Units which may be included in the Condominium ("ADU's") are subject to a Declaration of Affordable Dwelling Units (the "ADU Declaration") which ADU Declaration shall be recorded among the Land Records of Loudoun County, Virginia. The ADU Declaration establishes certain conditions, limitations and controls with respect to the occupancy and resale of the ADU's, as more fully set forth in the ADU Declaration and in the applicable Loudoun County, Virginia ordinance.

X. **RELOCATION OF BOUNDARIES BETWEEN UNITS:** Subject to the provisions of Article VI, Sections 7 and 8, and Article IX, Section 8 of the Bylaws, Unit Owners may cause the relocation of Condominium boundaries between adjoining Units pursuant to the provisions of Section 55-79.69 of the Condominium Act.

XI. **SUBDIVISION OF UNITS:** Subject to the provisions of Article VI, Sections 8 and 9, and Article IX, Section 8, of the Bylaws, Unit Owners may cause the subdivision of any Unit pursuant to the provisions of Section 55-79.70 of the Condominium Act.

XII. **RIGHT TO LEASE OR SELL UNITS:** Declarant shall own in fee simple each Condominium Unit not sold to a purchaser or otherwise transferred. Declarant retains the right to enter into leases with any third parties for the occupancy of any of the Units owned by Declarant on such terms and conditions as may be acceptable to Declarant.

XIII. **PRIORITY OF MORTGAGES:** Except as specifically provided in the Condominium Instruments, no provision of the Condominium Instruments shall be construed to grant to any Unit Owner, or to any other person, any priority over any right of Mortgages.

XIV. **NO OBLIGATIONS:** Nothing contained in the Condominium Instruments shall be deemed to impose upon Declarant, or its successors or assigns, any obligation of any nature to build or provide any buildings except to the extent required by the Condominium Act.

XV. **BYLAWS OF THE CONDOMINIUM:** Pursuant to Section 55-79.73A of the Condominium Act, the Bylaws attached as Exhibit "C" to this Declaration, are recorded simultaneously herewith to provide for the self-government of the Condominium by an association of all of the Unit Owners ("The Unit Owners Association").

XVI. **SPECIAL DECLARANT RIGHTS, ETC.:** Special Declarant rights shall be those specified in Section 55-79.41 of the Condominium Act. Any transfer of any

Special Declarant right shall be in accordance with Section 55-79.74:3 of the Condominium Act.

XVII. **AMENDMENT TO DECLARATION:** No material amendment to the Declaration may be made without the prior written approval of the institutional lenders holding first mortgages or first deeds of trust encumbering Condominium Units ("Mortgagees") where such approval is provided for in any section of Article IX of the Bylaws of the Unit Owners Association, or where such approval is required elsewhere in the Condominium Instruments or by Section 55-79.71 of the Condominium Act.

XVIII. **MERGER OF CONDOMINIUM:** The Condominium Instruments may not be amended or merged with a successor condominium without prior written approval of the Veterans Administration, should any Units in the Condominium have mortgages insured by the Veterans Administration. Notwithstanding the foregoing, the approval of the Veterans Administration shall not be required for amendments to the Condominium Instruments which shall expand the condominium pursuant to Article IX of this Declaration.

XIX. **COPIES OF DOCUMENTS:** The Unit Owners Association shall be required to make available to prospective purchasers of Units, current copies of this Declaration, Bylaws, any rules and regulations promulgated by the Unit Owners Association and the most recent audited financial statement.

XX. **SEVERABILITY:** If any provision of the Condominium Instruments is held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable. The Condominium Instruments shall be construed and enforced as if such illegal, invalid or unenforceable provisions had never comprised a part of the Condominium Instruments; and the remaining provisions shall remain in full force and effect and shall not be effected by the illegal, invalid or unenforceable provisions or by its severance.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed in its name this ___ day of _____, 200__.

NVR, INC., t/a RYAN HOMES

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 200_, by _____ of _____, on behalf of said corporation.

Notary Public

My Commission Expires: _____

RATIFICATION AND CONSENT

The undersigned, being the owner of all the property described in Exhibits A and A-1, does hereby consent to the imposition and recordation of the Declaration of The Condominiums at Kirkpatrick Farms and its exhibits against the property described in Exhibit A, in its capacity as the owner of the Submitted Land and the Additional Land, and not as a Declarant.

Two Greens/Kirkpatrick LLC

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 200_, by _____, _____ of _____, on behalf of said limited liability company.

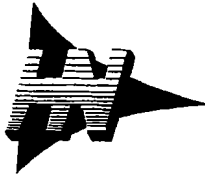
Notary Public

My Commission Expires: _____

EXHIBIT "A"
TO
DECLARATION

DESCRIPTION OF SUBMITTED LAND

Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
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HUNTLEY, NYCE & ASSOCIATES, LTD.

SURVEYING - CIVIL ENGINEERING - LAND PLANNING

751 MILLER DRIVE, S.E. • SUITE F-2 • LEESBURG, VIRGINIA 20175

(703) 779-4905 • FAX (703) 779-2490

DIRECTORS

CHAIRMAN OF THE BOARD
CHARLES J. HUNTLEY

PRESIDENT
LESTER O. NYCE P.E.

VICE PRESIDENT
ROBERT L. SPROLES P.E.

LEGAL DESCRIPTION

PHASE 1 ~ THE CONDOMINIUMS AT KIRKPATRICK FARMS

BEING A PORTION OF

SECTION F ~ KIRKPATRICK FARMS

INSTRUMENT 20040901-0093455

DULLES MAGISTERIAL DISTRICT

DULLES ELECTION DISTRICT

LOUDOUN COUNTY, VIRGINIA

BEGINNING at the southeasternmost corner of Section D-1 ~ Kirkpatrick Farms ~ Instrument 20040505-0044227, said corner also being on the western right of way line of Destiny Drive ~ 57' right of way ~ Instrument 20030320-0029479;

THENCE departing Section D-1, and with said western right of way line of Destiny Drive, S 21°08'55" E 137.50 feet to a point;

THENCE departing the western right of way line of Destiny Drive and through Section F the following two (2) courses and distances:

S 68°51'05" W 173.39 feet to a point;

N 21°08'55" W 137.50 feet to a point on the southern line of aforesaid Section F;

THENCE with said southern line of Section F, N 68°51'05" E 173.39 feet to the Point of Beginning and containing 23,841 square feet ~ 0.5473 Acres.

Huntley, Nyce & Associates, Ltd.
7 February 2005

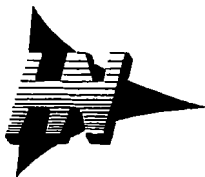
N:\4344

Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
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EXHIBIT "A-1"
TO
DECLARATION

DESCRIPTION OF ADDITIONAL LAND

Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
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DIRECTORS

CHAIRMAN OF THE BOARD
CHARLES J. HUNTLEY

PRESIDENT
LESTER O. NYCE P.E.

VICE PRESIDENT
ROBERT L. SPROLES P.E.

LEGAL DESCRIPTION

**PHASE 2 ~ THE CONDOMINIUMS AT KIRKPATRICK FARMS
BEING A PORTION OF
SECTION F ~ KIRKPATRICK FARMS
INSTRUMENT 20040901-0093455
DULLES MAGISTERIAL DISTRICT
DULLES ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA**

COMMENCING at the southeasternmost corner of Section D-1 ~ Kirkpatrick Farms ~ Instrument 20040505-0044227, said corner also being on the western right of way line of Destiny Drive ~ 57' right of way ~ Instrument 20030320-0029479;

THENCE departing said western right of way line of Destiny Drive, and with said Section D-1, S 68°51'05" W 173.39 feet to the **POINT OF BEGINNING**;

THENCE departing said Section D-1 and through Section F the following three (3) courses and distances:

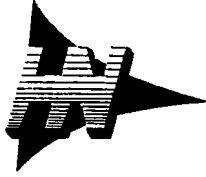
S 21°08'55" E 137.50 feet to a point;

S 68°51'05" W 116.11 feet to a point;

N 21°08'55" W 137.50 feet to a point on aforesaid line of Section D-1;

THENCE with said Section D-1, N 68°51'05" E 116.11 feet to the **POINT OF BEGINNING** and containing 15,965 square feet ~ 0.3665 Acres.

Huntley, Nyce & Associates, Ltd.
4 April 2005



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DIRECTORS

CHAIRMAN OF THE BOARD
CHARLES J. HUNTLEY

PRESIDENT
LESTER O. NYCE P.E.

VICE PRESIDENT
ROBERT L. SPROLES P.E.

LEGAL DESCRIPTION

**PHASE 3 ~ THE CONDOMINIUMS AT KIRKPATRICK FARMS
BEING A PORTION OF
SECTION F ~ KIRKPATRICK FARMS
INSTRUMENT 20040901-0093455
DULLES MAGISTERIAL DISTRICT
DULLES ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA**

COMMENCING at the southeastermost corner of Section D-1 ~ Kirkpatrick Farms ~ Instrument 20040505-0044227, said corner also being on the western right of way line of Destiny Drive ~ 57' right of way ~ Instrument 20030320-0029479;

THENCE departing said western right of way line of Destiny Drive, and with said Section D-1, S 68°51'05" W 173.39 feet to a point;

THENCE departing said Section D-1 and through Section F, S 21°08'55" E 137.50 feet to the **POINT OF BEGINNING**;

THENCE prolonging the previous course S 21°08'55" E 143.00 feet (for a total length of 280.50 feet) to a point on a northern line of Section G ~ Kirkpatrick Farms ~ Instrument 20040901-0093455;

THENCE with said Section G the following three (3) courses and distances:

S 68°51'05" W 60.26 feet to a corner;

N 21°08'55" W 16.07 feet to a corner;

S 68°51'05" W 37.04 feet to a corner;

THENCE departing said Section G and through Section F the following three (3) courses and distances:

N 64°30'01" W 27.40 feet to a point;

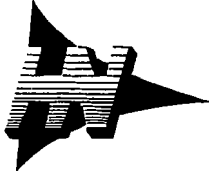
N 21°08'55" W 107.00 feet to a point;

N 68°51'05" E 116.11 feet to the **POINT OF BEGINNING** and containing
15,519 square feet ~ 0.3563 Acres.

Huntley, Nyce & Associates, Ltd.
4 April 2005

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Address: 41870 Inspiration Ter
Order Date: 02-21-2020
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DIRECTORS

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PRESIDENT
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VICE PRESIDENT
ROBERT L. SPROLES P.E.

**LEGAL DESCRIPTION
PHASE 4 ~ THE CONDOMINIUMS AT KIRKPATRICK FARMS
BEING A PORTION OF
SECTION F ~ KIRKPATRICK FARMS
INSTRUMENT 20040901-0093455
DULLES MAGISTERIAL DISTRICT
DULLES ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA**

COMMENCING at the southeastermost corner of Section D-1 ~ Kirkpatrick Farms ~ Instrument 20040505-0044227, said corner also being on the western right of way line of Destiny Drive ~ 57' right of way ~ Instrument 20030320-0029479;

THENCE departing said western right of way line of Destiny Drive, and with said Section D-1, S 68°51'05" W 289.50 feet to the **POINT OF BEGINNING**;

THENCE departing said Section D-1 and through Section F the following three (3) courses and distances:

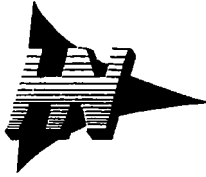
S 21°08'55" E 137.50 feet to a point;

S 68°51'05" W 154.00 feet to a point;

N 21°08'55" W 137.50 feet to a point on aforesaid line of Section D-1;

THENCE with said Section D-1, N 68°51'05" E 154.00 feet to the **POINT OF BEGINNING** and containing 21,175 square feet ~ 0.4861 Acres.

Huntley, Nyce & Associates, Ltd.
4 April 2005



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LESTER O. NYCE P.E.

VICE PRESIDENT
ROBERT L. SPROLES P.E.

**LEGAL DESCRIPTION
PHASE 5 ~ THE CONDOMINIUMS AT KIRKPATRICK FARMS
BEING A PORTION OF
SECTION F ~ KIRKPATRICK FARMS
INSTRUMENT 20040901-0093455
DULLES MAGISTERIAL DISTRICT
DULLES ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA**

COMMENCING at the southeasternmost corner of Section D-1 ~ Kirkpatrick Farms ~ Instrument 20040505-0044227, said corner also being on the western right of way line of Destiny Drive ~ 57' right of way ~ Instrument 20030320-0029479;

THENCE departing said western right of way line of Destiny Drive, and with said Section D-1, S 68°51'05" W 289.50 feet to a point;

THENCE departing said Section D-1 and through Section F, S 21°08'55" E 137.50 feet to the **POINT OF BEGINNING**:

THENCE continuing through Section F the following four (4) courses and distances:

on a prolongation of the previous course S 21°08'55" E 107.00 feet (for a total length of 244.50 feet) to a point;

S 68°51'05" W 154.00 feet to a point;

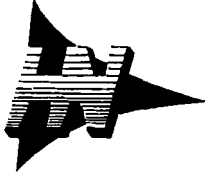
N 21°08'55" W 107.00 feet to a point;

N 68°51'05" E 154.00 feet to the **POINT OF BEGINNING** and containing 16,478 square feet ~ 0.3783 Acres.

Huntley, Nyce & Associates, Ltd.
4 April 2005

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LESTER O. NYCE P.E.

VICE PRESIDENT
ROBERT L. SPROLES P.E.

LEGAL DESCRIPTION

**PHASE 6 ~ THE CONDOMINIUMS AT KIRKPATRICK FARMS
BEING A PORTION OF
SECTION F ~ KIRKPATRICK FARMS
INSTRUMENT 20040901-0093455
DULLES MAGISTERIAL DISTRICT
DULLES ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA**

COMMENCING at the southeastermost corner of Section D-1 ~ Kirkpatrick Farms ~ Instrument 20040505-0044227, said corner also being on the western right of way line of Destiny Drive ~ 57' right of way ~ Instrument 20030320-0029479;

THENCE departing said western right of way line of Destiny Drive, and with said Section D-1, S 68°51'05" W 443.50 feet to the **POINT OF BEGINNING**;

THENCE departing said Section D-1 and through Section F the following three (3) courses and distances:

S 21°08'55" E 137.50 feet to a point;

S 68°51'05" W 134.23 feet to a point;

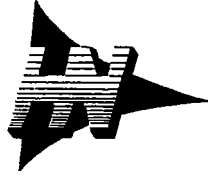
N 21°08'55" W 137.50 feet to a point on aforesaid line of Section D-1;

THENCE with said Section D-1, N 68°51'05" E 134.23 feet to the **POINT OF BEGINNING** and containing 18,456 square feet ~ 0.4237 Acres.

Huntley, Nyce & Associates, Ltd.
4 April 2005

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VICE PRESIDENT
ROBERT L. SPROLES P.E.

**LEGAL DESCRIPTION
PHASE 7 ~ THE CONDOMINIUMS AT KIRKPATRICK FARMS
BEING A PORTION OF
SECTION F ~ KIRKPATRICK FARMS
INSTRUMENT 20040901-0093455
DULLES MAGISTERIAL DISTRICT
DULLES ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA**

COMMENCING at the southeasternmost corner of Section D-1 ~ Kirkpatrick Farms ~ Instrument 20040505-0044227, said corner also being on the western right of way line of Destiny Drive ~ 57' right of way ~ Instrument 20030320-0029479;

THENCE departing said western right of way line of Destiny Drive, and with said Section D-1, S 68°51'05" W 443.50 feet to a point;

THENCE departing said Section D-1 and through Section F, S 21°08'55" E 137.50 feet to the **POINT OF BEGINNING**:

THENCE continuing through Section F the following four (4) courses and distances:

on a prolongation of the previous course S 21°08'55" E 107.00 feet (for a total length of 244.50 feet) to a point;

S 68°51'05" W 142.00 feet to a point;

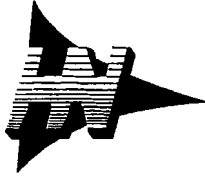
N 21°08'55" W 107.00 feet to a point;

N 68°51'05" E 142.00 feet to the **POINT OF BEGINNING** and containing 15,194 square feet ~ 0.3488 Acres.

Huntley, Nyce & Associates, Ltd.
4 April 2005

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DIRECTORS

CHAIRMAN OF THE BOARD
CHARLES J. HUNTLEY

PRESIDENT
LESTER O. NYCE P.E.

VICE PRESIDENT
ROBERT L. SPROLES P.E.

**LEGAL DESCRIPTION
PHASE 8 ~ THE CONDOMINIUMS AT KIRKPATRICK FARMS
BEING A PORTION OF
SECTION F ~ KIRKPATRICK FARMS
INSTRUMENT 20040901-0093455
DULLES MAGISTERIAL DISTRICT
DULLES ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA**

COMMENCING at the southeastermost corner of Section D-1 ~ Kirkpatrick Farms ~ Instrument 20040505-0044227, said corner also being on the western right of way line of Destiny Drive ~ 57' right of way ~ Instrument 20030320-0029479;

THENCE departing said western right of way line of Destiny Drive, and with said Section D-1, S 68°51'05" W 577.73 feet to the POINT OF BEGINNING;

THENCE departing said Section D-1 and through Section F the following three (3) courses and distances:

S 21°08'55" E 137.50 feet to a point;

S 68°51'05" W 108.51 feet to a point;

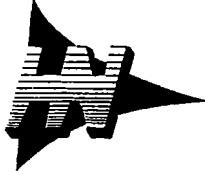
N 21°08'55" W 137.50 feet to a point on aforesaid line of Section D-1;

THENCE with said Section D-1, N 68°51'05" E 108.51 feet to the POINT OF BEGINNING and containing 14,920 square feet ~ 0.3425 Acres.

Huntley, Nyce & Associates, Ltd.
4 April 2005

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DIRECTORS

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CHARLES J. HUNTLEY

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LESTER O. NYCE P.E.

VICE PRESIDENT
ROBERT L. SPROLES P.E.

**LEGAL DESCRIPTION
PHASE 9 ~ THE CONDOMINIUMS AT KIRKPATRICK FARMS
BEING A PORTION OF
SECTION F ~ KIRKPATRICK FARMS
INSTRUMENT 20040901-0093455
DULLES MAGISTERIAL DISTRICT
DULLES ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA**

COMMENCING at the southeasternmost corner of Section D-1 ~ Kirkpatrick Farms ~ Instrument 20040505-0044227, said corner also being on the western right of way line of Destiny Drive ~ 57' right of way ~ Instrument 20030320-0029479;

THENCE departing said western right of way line of Destiny Drive, and with said Section D-1, S 68°51'05" W 577.73 feet to a point

THENCE departing said Section D-1 and through Section F the following two (2) courses and distances:

S 21°08'55" E 137.50 feet to a point;

S 68°51'05" W 7.77 feet to the **POINT OF BEGINNING**;

THENCE continuing through Section F the following six (6) courses and distances:

S 21°08'55" E 107.00 feet to a point;

S 68°51'05" W 86.91 feet to a point;

S 31°42'30" W 41.96 feet to a point;

N 58°17'30" W 131.51 feet to a point;

N 31°42'30" E 45.55 feet to a point;

N 68°51'05" E 163.46 feet to the **POINT OF BEGINNING** and containing 19,149 square feet ~ 0.4396 Acres.

Huntley, Nyce & Associates, Ltd.
4 April 2005

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DIRECTORS

CHAIRMAN OF THE BOARD
CHARLES J. HUNTLEY

PRESIDENT
LESTER O. NYCE P.E.

VICE PRESIDENT
ROBERT L. SPROLES P.E.

LEGAL DESCRIPTION

**PHASE 10 ~ THE CONDOMINIUMS AT KIRKPATRICK FARMS
BEING A PORTION OF
SECTION F ~ KIRKPATRICK FARMS
INSTRUMENT 20040901-0093455
DULLES MAGISTERIAL DISTRICT
DULLES ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA**

COMMENCING at the southeastermost corner of Section D-1 ~ Kirkpatrick Farms ~ Instrument 20040505-0044227, said corner also being on the western right of way line of Destiny Drive ~ 57' right of way ~ Instrument 20030320-0029479;

THENCE departing said western right of way line of Destiny Drive, and with said Section D-1, S 68°51'05" W 686.24 feet to the **POINT OF BEGINNING**;

THENCE departing said Section D-1 and through Section F the following four (4) courses and distances:

S 21°08'55" E 137.50 feet to a point;

S 68°51'05" W 62.72 feet to a point;

S 31°42'30" W 45.55 feet to a point;

N 58°17'30" W 350.80 feet to a point on a eastern line of Section E ~ Kirkpatrick Farms ~ Instrument 2005????-????????;

THENCE with said Section E; N 11°46'02" E 28.95 feet to a southwestern corner of aforesaid Section D-1;

THENCE with said Section D-1 the following two (2) courses and distances:

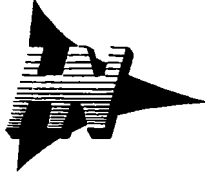
S 78°13'58" E 255.67 feet to a corner;

N 68°51'05" E 80.48 feet to the **POINT OF BEGINNING** and containing 36,355 square feet ~ 0.8346 Acres.

Huntley, Nyce & Associates, Ltd.
4 April 2005

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Order: VZ93V52YW
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DIRECTORS

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PRESIDENT
LESTER O. NYCE P.E.

VICE PRESIDENT
ROBERT L. SPROLES P.E.

**LEGAL DESCRIPTION
PHASE 11 ~ THE CONDOMINIUMS AT KIRKPATRICK FARMS
BEING A PORTION OF
SECTION F ~ KIRKPATRICK FARMS
INSTRUMENT 20040901-0093455
DULLES MAGISTERIAL DISTRICT
DULLES ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA**

COMMENCING at the southeasternmost corner of Section D-1 ~ Kirkpatrick Farms ~ Instrument 20040505-0044227, said corner also being on the western right of way line of Destiny Drive ~ 57' right of way ~ Instrument 20030320-0029479;

THENCE departing said Section D-1 and with said western right of way line of Destiny Drive, S 21°08'55" E 280.50 feet to a corner of Section G ~ Kirkpatrick Farms ~ Instrument 20040901-0093455;

THENCE departing said western right of way line of Destiny Drive and with said Section G the following three (3) courses and distances:

S 68°51'05" W 233.65 feet to a corner;

N 21°08'55" W 16.07 feet to a corner;

S 68°51'05" W 37.04 feet to the **POINT OF BEGINNING**;

THENCE continuing with Section G the following five (5) courses and distances:

S 21°08'55" E 16.02 feet to a corner;

S 58°17'30" E 25.79 feet to a corner;

S 13°12'03" E 44.92 feet to a corner;

S 31°42'30" W 97.05 feet to a corner;

S 71°00'55" W 10.15 feet to a corner;

THENCE departing said Section G, and through Section F the following four (4) courses and distances:

N 58°11'48" W 157.13 feet to a point;

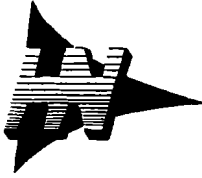
N 21°08'55" W 33.81 feet to a point;

N 68°51'05" E 154.00 feet to a point;

S 64°30'01" E 27.40 feet to the **POINT OF BEGINNING** and containing 20,415 square feet ~ 0.4687 Acres.

Huntley, Nyce & Associates, Ltd.
4 April 2005

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DIRECTORS

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VICE PRESIDENT
ROBERT L. SPROLES P.E.

LEGAL DESCRIPTION

**PHASE 12 ~ THE CONDOMINIUMS AT KIRKPATRICK FARMS
BEING A PORTION OF
SECTION F ~ KIRKPATRICK FARMS
INSTRUMENT 20040901-0093455
DULLES MAGISTERIAL DISTRICT
DULLES ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA**

COMMENCING at the southeasternmost corner of Section D-1 ~ Kirkpatrick Farms ~ Instrument 20040505-0044227, said corner also being on the western right of way line of Destiny Drive ~ 57' right of way ~ Instrument 20030320-0029479;

THENCE departing said Section D-1 and with said western right of way line of Destiny Drive, S 21°08'55" E 280.50 feet to a corner of Section G ~ Kirkpatrick Farms ~ Instrument 20040901-0093455;

THENCE departing said western right of way line of Destiny Drive and with said Section G the following eight (8) courses and distances:

S 68°51'05" W 233.65 feet to a corner;

N 21°08'55" W 16.07 feet to a corner;

S 68°51'05" W 37.04 feet to a corner;

S 21°08'55" E 16.02 feet to a corner;

S 58°17'30" E 25.79 feet to a corner;

S 13°12'03" E 44.92 feet to a corner;

S 31°42'30" W 97.05 feet to a corner;

S 71°00'55" W 10.15 feet to the **POINT OF BEGINNING**;

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THENCE continuing with Section G the following three (3) courses and distances:

on a prolongation of the previous course S 71°00'55" W 57.00 feet (for a total length of 67.15 feet) to a corner;

S 31°42'30" W 32.78 feet to a corner;

S 00°51'03" E 26.65 feet to a corner;

THENCE departing said Section G, and through Section F the following five (5) courses and distances:

N 58°25'29" W 238.31 feet to a point;

N 21°08'55" W 12.22 feet to a point;

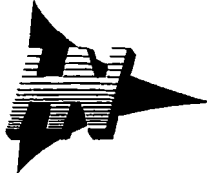
N 68°51'05" E 142.00 feet to a point;

S 21°08'55" E 33.81 feet to a point;

S 58°11'48" E 157.13 feet to the **POINT OF BEGINNING** and containing 21,433 square feet ~ 0.4920 Acres.

Huntley, Nyce & Associates, Ltd.
4 April 2005

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LEGAL DESCRIPTION

**PHASE 13 ~ THE CONDOMINIUMS AT KIRKPATRICK FARMS
BEING A PORTION OF
SECTION F ~ KIRKPATRICK FARMS
INSTRUMENT 20040901-0093455
DULLES MAGISTERIAL DISTRICT
DULLES ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA**

COMMENCING at the southeasternmost corner of Section D-1 ~ Kirkpatrick Farms ~ Instrument 20040505-0044227, said corner also being on the western right of way line of Destiny Drive ~ 57' right of way ~ Instrument 20030320-0029479;

THENCE departing said Section D-1 and with said western right of way line of Destiny Drive, S 21°08'55" E 280.50 feet to a corner of Section G ~ Kirkpatrick Farms ~ Instrument 20040901-0093455;

THENCE departing said western right of way line of Destiny Drive and with said Section G the following ten (10) courses and distances:

S 68°51'05" W 233.65 feet to a corner;

N 21°08'55" W 16.07 feet to a corner;

S 68°51'05" W 37.04 feet to a corner;

S 21°08'55" E 16.02 feet to a corner;

S 58°17'30" E 25.79 feet to a corner;

S 13°12'03" E 44.92 feet to a corner;

S 31°42'30" W 97.05 feet to a corner;

S 71°00'55" W 67.15 feet to a corner;

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S 31°42'30" W 32.78 feet to a corner;

S 00°51'03" E 26.65 feet to a corner;

THENCE departing Section G, and through Section F, N 58°25'29" W 140.50 feet to the **POINT OF BEGINNING**;

THENCE continuing through Section F the following six (6) courses and distances:

S 31°34'31" W 104.09' feet to a point;

N 58°17'30" W 160.27 feet to a point;

N 31°42'30" E 41.96 feet to a point;

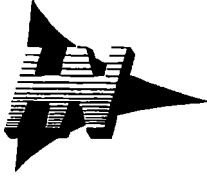
N 68°51'05" E 86.91 feet to a point;

S 21°08'55" E 12.22 feet to a point;

S 58°25'29" E 97.81 feet to the **POINT OF BEGINNING** and containing 15,249 square feet ~ 0.3501 Acres.

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4 April 2005

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**LEGAL DESCRIPTION
PHASE 14 ~ THE CONDOMINIUMS AT KIRKPATRICK FARMS
BEING A PORTION OF
SECTION F ~ KIRKPATRICK FARMS
INSTRUMENT 20040901-0093455
DULLES MAGISTERIAL DISTRICT
DULLES ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA**

COMMENCING at the southeasternmost corner of Section D-1 ~ Kirkpatrick Farms ~ Instrument 20040505-0044227, said corner also being on the western right of way line of Destiny Drive ~ 57' right of way ~ Instrument 20030320-0029479;

THENCE departing said Section D-1 and with said western right of way line of Destiny Drive, S 21°08'55" E 280.50 feet to a corner of Section G ~ Kirkpatrick Farms ~ Instrument 20040901-0093455;

THENCE departing said western right of way line of Destiny Drive and with said Section G the following ten (10) courses and distances:

S 68°51'05" W 233.65 feet to a corner;

N 21°08'55" W 16.07 feet to a corner;

S 68°51'05" W 37.04 feet to a corner;

S 21°08'55" E 16.02 feet to a corner;

S 58°17'30" E 25.79 feet to a corner;

S 13°12'03" E 44.92 feet to a corner;

S 31°42'30" W 97.05 feet to a corner;

S 71°00'55" W 67.15 feet to a corner;

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S 31°42'30" W 32.78 feet to a corner;

S 00°51'03" E 26.65 feet to the **POINT OF BEGINNING**;

THENCE continuing with Section G the following three (3) courses and distances:

on a prolongation of the previous course S 00°51'03" E 10.63 feet (for a total length of 37.28 feet) to a corner;

S 31°42'30" W 80.09 feet to a corner;

S 64°16'02" W 18.23 feet to a corner;

THENCE departing said Section G, and through Section F the following three (3) courses and distances:

N 58°17'30" W 136.17 feet to a point;

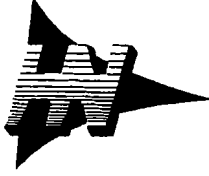
N 31°34'31" E 104.09 feet to a point;

S 58°25'29" E 140.50 feet to the **POINT OF BEGINNING** and containing 15,131 square feet ~ 0.3474 Acres.

Huntley, Nyce & Associates, Ltd.

4 April 2005

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**LEGAL DESCRIPTION
PHASE 15 ~ THE CONDOMINIUMS AT KIRKPATRICK FARMS
BEING A PORTION OF
SECTION F ~ KIRKPATRICK FARMS
INSTRUMENT 20040901-0093455
DULLES MAGISTERIAL DISTRICT
DULLES ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA**

COMMENCING at the southeasternmost corner of Section D-1 ~ Kirkpatrick Farms ~ Instrument 20040505-0044227, said corner also being on the western right of way line of Destiny Drive ~ 57' right of way ~ Instrument 20030320-0029479;

THENCE departing said Section D-1 and with said western right of way line of Destiny Drive, S 21°08'55" E 280.50 feet to a corner of Section G ~ Kirkpatrick Farms ~ Instrument 20040901-0093455;

THENCE departing said western right of way line of Destiny Drive and with said Section G the following twelve (12) courses and distances:

S 68°51'05" W 233.65 feet to a corner;

N 21°08'55" W 16.07 feet to a corner;

S 68°51'05" W 37.04 feet to a corner;

S 21°08'55" E 16.02 feet to a corner;

S 58°17'30" E 25.79 feet to a corner;

S 13°12'03" E 44.92 feet to a corner;

S 31°42'30" W 97.05 feet to a corner;

S 71°00'55" W 67.15 feet to a corner;

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S 31°42'30" W 32.78 feet to a corner;

S 00°51'03" E 37.28 feet to a corner;

S 31°42'30" W 80.09 feet to a corner;

S 64°16'02" W 18.23 feet to the **POINT OF BEGINNING**;

THENCE continuing with Section G the following four (4) courses and distances:

on a prolongation of the previous course S 64°16'02" W 26.04 feet (for a total length of 44.27 feet) to a corner;

S 31°42'30" W 87.55 feet to a corner;

S 64°16'02" W 41.10 feet to a corner;

N 58°17'30" W 144.86 feet to a corner;

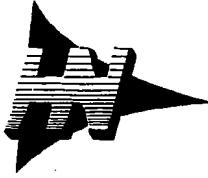
THENCE departing said Section G, and through Section F the following two (2) courses and distances:

N 31°42'30" E 144.14 feet to a point;

S 58°17'30" E 181.00 feet to the **POINT OF BEGINNING** and containing 23,841 square feet ~ 0.5473 Acres.

Huntley, Nyce & Associates, Ltd.
4 April 2005

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LEGAL DESCRIPTION
PHASE 16 ~ THE CONDOMINIUMS AT KIRKPATRICK FARMS
BEING A PORTION OF
SECTION F ~ KIRKPATRICK FARMS
INSTRUMENT 20040901-0093455
DULLES MAGISTERIAL DISTRICT
DULLES ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA

COMMENCING at the southeasternmost corner of Section D-1 ~ Kirkpatrick Farms ~ Instrument 20040505-0044227, said corner also being on the western right of way line of Destiny Drive ~ 57' right of way ~ Instrument 20030320-0029479;

THENCE departing said Section D-1 and with said western right of way line of Destiny Drive, S 21°08'55" E 280.50 feet to a corner of Section G ~ Kirkpatrick Farms ~ Instrument 20040901-0093455;

THENCE departing said western right of way line of Destiny Drive and with said Section G the following fifteen (15) courses and distances:

S 68°51'05" W 233.65 feet to a corner;

N 21°08'55" W 16.07 feet to a corner;

S 68°51'05" W 37.04 feet to a corner;

S 21°08'55" E 16.02 feet to a corner;

S 58°17'30" E 25.79 feet to a corner;

S 13°12'03" E 44.92 feet to a corner;

S 31°42'30" W 97.05 feet to a corner;

S 71°00'55" W 67.15 feet to a corner;

S 31°42'30" W 32.78 feet to a corner;

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S 00°51'03" E 37.28 feet to a corner;

S 31°42'30" W 80.09 feet to a corner;

S 64°16'02" W 44.27 feet to a corner;

S 31°42'30" W 87.55 feet to a corner;

S 64°16'02" W 41.10 feet to a corner;

N 58°17'30" W 144.86 feet to the **POINT OF BEGINNING**;

THENCE continuing with Section G on a prolongation of the previous course, N 58°17'30" W 115.44 feet (for a total length of 260.30 feet) to a point;

THENCE departing said Section G, and through Section F the following three (3) courses and distances:

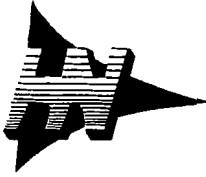
N 31°42'30" E 144.14 feet to a point;

S 58°17'30" E 115.44 feet to a point;

S 31°42'30 W 144.14 feet to the **POINT OF BEGINNING** and containing 16,640 square feet ~ 0.3820 Acres.

Huntley, Nyce & Associates, Ltd.
4 April 2005

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**LEGAL DESCRIPTION
PHASE 17 ~ THE CONDOMINIUMS AT KIRKPATRICK FARMS
BEING A PORTION OF
SECTION F ~ KIRKPATRICK FARMS
INSTRUMENT 20040901-0093455
DULLES MAGISTERIAL DISTRICT
DULLES ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA**

COMMENCING at the southeasternmost corner of Section D-1 ~ Kirkpatrick Farms ~ Instrument 20040505-0044227, said corner also being on the western right of way line of Destiny Drive ~ 57' right of way ~ Instrument 20030320-0029479;

THENCE departing said Section D-1 and with said western right of way line of Destiny Drive, S 21°08'55" E 280.50 feet to a corner of Section G ~ Kirkpatrick Farms ~ Instrument 20040901-0093455;

THENCE departing said western right of way line of Destiny Drive and with said Section G the following fifteen (15) courses and distances:

S 68°51'05" W 233.65 feet to a corner;

N 21°08'55" W 16.07 feet to a corner;

S 68°51'05" W 37.04 feet to a corner;

S 21°08'55" E 16.02 feet to a corner;

S 58°17'30" E 25.79 feet to a corner;

S 13°12'03" E 44.92 feet to a corner;

S 31°42'30" W 97.05 feet to a corner;

S 71°00'55" W 67.15 feet to a corner;

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S 31°42'30" W 32.78 feet to a corner;

S 00°51'03" E 37.28 feet to a corner;

S 31°42'30" W 80.09 feet to a corner;

S 64°16'02" W 44.27 feet to a corner;

S 31°42'30" W 87.55 feet to a corner;

S 64°16'02" W 41.10 feet to a corner;

N 58°17'30" W 260.30 feet to the **POINT OF BEGINNING**;

THENCE continuing with Section G the following two (2) courses and distances:

on a prolongation of the previous course N 58°17'30" W 44.90 feet (for a total length of 305.20 feet) to a corner;

S 31°42'30" W 22.77 feet to a corner on the northern right of way line of Braddock Road ~ Variable Width Right of Way ~ Instrument 2005????-????????;

THENCE departing said Section G, and with said northern right of way line of Braddock Road, N 58°17'30" W 86.61 feet to a point;

THENCE departing said northern right of way line and through Section F the following three (3) courses and distances:

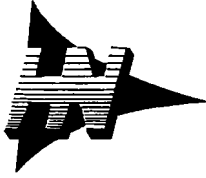
N 31°42'30" E 166.91 feet to a point;

S 58°17'30" E 131.51 feet to a point;

S 31°42'30" W 144.14 feet to the **POINT OF BEGINNING** and containing 20,928 square feet ~ 0.4804 Acres.

Huntley, Nyce & Associates, Ltd.
4 April 2005

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**LEGAL DESCRIPTION
PHASE 18 ~ THE CONDOMINIUMS AT KIRKPATRICK FARMS
BEING A PORTION OF
SECTION F ~ KIRKPATRICK FARMS
INSTRUMENT 20040901-0093455
DULLES MAGISTERIAL DISTRICT
DULLES ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA**

COMMENCING at the southeasternmost corner of Section D-1 ~ Kirkpatrick Farms ~ Instrument 20040505-0044227, said corner also being on the western right of way line of Destiny Drive ~ 57' right of way ~ Instrument 20030320-0029479;

THENCE departing said Section D-1 and with said western right of way line of Destiny Drive, S 21°08'55" E 280.50 feet to a corner of Section G ~ Kirkpatrick Farms ~ Instrument 20040901-0093455;

THENCE departing said western right of way line of Destiny Drive and with said Section G the following sixteen (16) courses and distances:

S 68°51'05" W 233.65 feet to a corner;

N 21°08'55" W 16.07 feet to a corner;

S 68°51'05" W 37.04 feet to a corner;

S 21°08'55" E 16.02 feet to a corner;

S 58°17'30" E 25.79 feet to a corner;

S 13°12'03" E 44.92 feet to a corner;

S 31°42'30" W 97.05 feet to a corner;

S 71°00'55" W 67.15 feet to a corner;

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S 31°42'30" W 32.78 feet to a corner;

S 00°51'03" E 37.28 feet to a corner;

S 31°42'30" W 80.09 feet to a corner;

S 64°16'02" W 44.27 feet to a corner;

S 31°42'30" W 87.55 feet to a corner;

S 64°16'02" W 41.10 feet to a corner;

N 58°17'30" W 305.20 feet to a corner;

S 31°42'30" W 22.77 feet to a corner on the northern right of way line of Braddock Road ~ Variable Width Right of Way ~ Instrument 2005????-???????

THENCE departing said Section G, and with said northern right of way line of Braddock Road, N 58°17'30" W 86.61 feet to the **POINT OF BEGINNING**;

THENCE continuing with said northern right of way and on a prolongation of the previous course, N 58°17'30" W 126.00 feet (for a total length of 212.61 feet) to a point;

THENCE departing said northern right of way line and through Section F the following three (3) courses and distances:

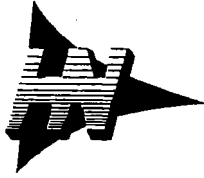
N 31°42'30" E 166.91 feet to a point;

S 58°17'30" E 126.00 feet to a point;

S 31°42'30" W 166.91 feet to the **POINT OF BEGINNING** and containing 21,031 square feet ~ 0.4827 Acres.

Huntley, Nyce & Associates, Ltd.
4 April 2005

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**LEGAL DESCRIPTION
PHASE 19 ~ THE CONDOMINIUMS AT KIRKPATRICK FARMS
BEING A PORTION OF
SECTION F ~ KIRKPATRICK FARMS
INSTRUMENT 20040901-0093455
DULLES MAGISTERIAL DISTRICT
DULLES ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA**

COMMENCING at the southeasternmost corner of Section D-1 ~ Kirkpatrick Farms ~ Instrument 20040505-0044227, said corner also being on the western right of way line of Destiny Drive ~ 57' right of way ~ Instrument 20030320-0029479;

THENCE departing said Section D-1 and with said western right of way line of Destiny Drive, S 21°08'55" E 280.50 feet to a corner of Section G ~ Kirkpatrick Farms ~ Instrument 20040901-0093455;

THENCE departing said western right of way line of Destiny Drive and with said Section G the following sixteen (16) courses and distances:

S 68°51'05" W 233.65 feet to a corner;

N 21°08'55" W 16.07 feet to a corner;

S 68°51'05" W 37.04 feet to a corner;

S 21°08'55" E 16.02 feet to a corner;

S 58°17'30" E 25.79 feet to a corner;

S 13°12'03" E 44.92 feet to a corner;

S 31°42'30" W 97.05 feet to a corner;

S 71°00'55" W 67.15 feet to a corner;

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S 31°42'30" W 32.78 feet to a corner;

S 00°51'03" E 37.28 feet to a corner;

S 31°42'30" W 80.09 feet to a corner;

S 64°16'02" W 44.27 feet to a corner;

S 31°42'30" W 87.55 feet to a corner;

S 64°16'02" W 41.10 feet to a corner;

N 58°17'30" W 305.20 feet to a corner;

S 31°42'30" W 22.77 feet to a corner on the northern right of way line of Braddock Road
~ Variable Width Right of Way ~ Instrument 2005????-????????;

THENCE departing said Section G, and with said northern right of way line of Braddock Road, N 58°17'30" W 212.61 feet to the **POINT OF BEGINNING**;

THENCE continuing with said northern right of way and on a prolongation of the previous course, N 58°17'30" W 164.24 feet (for a total length of 376.85 feet) to a corner of Section E ~ Kirkpatrick Farms ~ Instrument 2005????-????????;

THENCE departing said northern right of way line and with Section E, N 11°46'02" E 177.55 feet to a point;

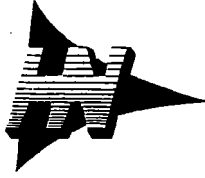
THENCE departing said Section E and through Section F the following two (2) courses and distances:

S 58°17'30" E 224.80 feet to a point;

S 31°42'30 W 166.91 feet to the **POINT OF BEGINNING** and containing 32,467 square feet ~ 0.7453 Acres.

Huntley, Nyce & Associates, Ltd.
4 April 2005

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**LEGAL DESCRIPTION
PHASE 20 ~ THE CONDOMINIUMS AT KIRKPATRICK FARMS
BEING A PORTION OF
SECTION F ~ KIRKPATRICK FARMS
INSTRUMENT 20040901-0093455
DULLES MAGISTERIAL DISTRICT
DULLES ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA**

COMMENCING at the southeastermost corner of Section D-1 ~ Kirkpatrick Farms ~ Instrument 20040505-0044227, said corner also being on the western right of way line of Destiny Drive ~ 57' right of way ~ Instrument 20030320-0029479;

THENCE departing said Section D-1 and with said western right of way line of Destiny Drive, S 21°08'55" E 137.50 feet to the **POINT OF BEGINNING**;

THENCE continuing with the western right of way line of Destiny Drive on a prolongation of the previous course S 21°08'55" E 143.00 feet (for a total length of 280.50 feet) to a corner of Section G ~ Kirkpatrick Farms ~ Instrument 20040901-0093455;

THENCE departing said western right of way line of Destiny Drive and with said Section G, S 68°51'05" W 173.39 feet to a point;

THENCE departing said Section G and through Section F the following two (2) courses and distances:

N 21°08'55" W 143.00 feet to a point;

N 68°51'05" E 173.39 feet to the **POINT OF BEGINNING** and containing 24,794 square feet ~ 0.5692 Acres.

Huntley, Nyce & Associates, Ltd.
4 April 2005

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EXHIBIT "B"
TO
DECLARATION

COMMON ELEMENT INTEREST SCHEDULE

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Exhibit B
 Common Element Interest Schedule

Phase	Unit	Type	Par Value	Common Element Interest
1	0001A	B	1650	5/52
1	0001B	T	2640	2/13
1	0001C	B	1650	5/52
1	0001D	T	2640	2/13
1	0001E	B	1650	5/52
1	0001F	T	2640	2/13
1	0001G	B	1650	5/52
1	0001H	T	2640	2/13
Total:			17160	1

EXHIBIT "C"
TO
DECLARATION

BYLAWS

(See Appendix II to Public Offering Statement")

EXHIBIT "D"
TO
DECLARATION

PLAT

Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

SECTION E
KIRKPATRICK FARMS
INSTRU. 2005????-??????
ZONED: PD-H4

PARCEL "D-1A"
SECTION D-1
KIRKPATRICK FARMS
INSTRU. 20040505-0044227
ZONED: PD-H4

N 457,000

N 456,500

DOMINION TRANSMISSION INC.
(CNG TRANSMISSION CORPORATION)
DB 1185 PG 1631
PIN 249-30-4251
ZONED: TR1LF

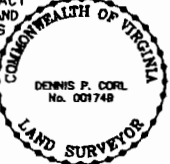
LINE	BEARING	LENGTH
L1	N 21°08'39" W	16.07'
L2	S 68°31'05" W	37.04'
L3	S 21°08'55" E	16.02'
L4	S 38°17'30" E	25.79'
L5	S 13°12'03" E	44.92'
L6	S 31°42'30" W	97.05'
L7	S 71°00'53" W	67.15'
L8	S 31°42'30" W	32.78'
L9	S 00°51'03" E	37.28'
L10	S 31°42'30" W	80.09'
L11	S 64°16'02" W	44.27'
L12	S 31°42'30" W	87.55'
L13	S 64°16'02" W	41.10'
L14	S 31°42'30" W	22.77'
L15	S 64°30'D1" E	27.40'

EX BRADDOCK ROAD
VIRGINIA STATE ROUTE 2820
VARIABLE WIDTH RIGHT OF WAY
INSTRU. 2003P117-P117P117

TWO GREENS/KIRKPATRICK LLC
PIN 249-39-3807
DB 2175 PG 111
ZONED: PD-H4

EX ELOQUENCE TERRACE
EX. INGRESS-EGRESS ESM T.
INSTRU. 20040505-0044227

EX CHRISTY SQUARE
EX. INGRESS-EGRESS ESM T.
INSTRU. 20040505-0044227

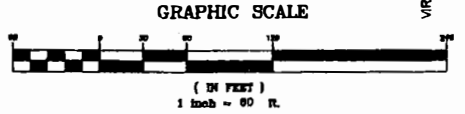


SURVEYOR'S CERTIFICATE
I, DENNIS P. CORL, A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THE PLAT FOR "THE CONDOMINIUMS AT KIRKPATRICK FARMS" IS ACCURATE (WITHIN NORMAL TOLERANCE) AND COMPLIES WITH SECTION 55-79.58A OF THE VIRGINIA CONDOMINIUM ACT AND THAT THE BUILDINGS AND PHYSICAL IMPROVEMENTS SHOWN HEREON FOR THE SUBMITTED LAND, PHASE 1, ARE SUBSTANTIALLY COMPLETE.

GIVEN THIS _____ DAY OF _____, 2005.

DENNIS P. CORL
L.S.#001749

** THE CERTIFICATION SHOWN HEREON IS FOR SHEETS 1 THROUGH 3 OF 3



- NOTES**
1. THE PROPERTY SHOWN HEREON IS DESIGNATED AS LOUDOUN COUNTY TAX ASSESSMENT PIN 208-35-0878 AND IS ZONED PD-H4 UNDER THE REVISED 1993 LOUDOUN COUNTY ZONING ORDINANCE. SECTION F CONTAINS 9,3889 ACRES IN ITS ENTIRETY.
 2. PERIMETER BOUNDARY INFORMATION FOR SECTION F SHOWN HEREON IS PER A PLAT ENTITLED "RECORD PLAT OF SECTIONS F AND G ~ KIRKPATRICK FARMS ~ PHASE II" AND RECORDED IN INSTRUMENT 20040901-0093455.
 3. THE PROPERTY SHOWN HEREON LIES WITHIN FLOOD HAZARD ZONE X (AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN) ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP FOR LOUDOUN COUNTY, VIRGINIA, MAP NUMBER 510703070, PANEL 370 OF 425, AND EFFECTIVE JULY 5, 2001.

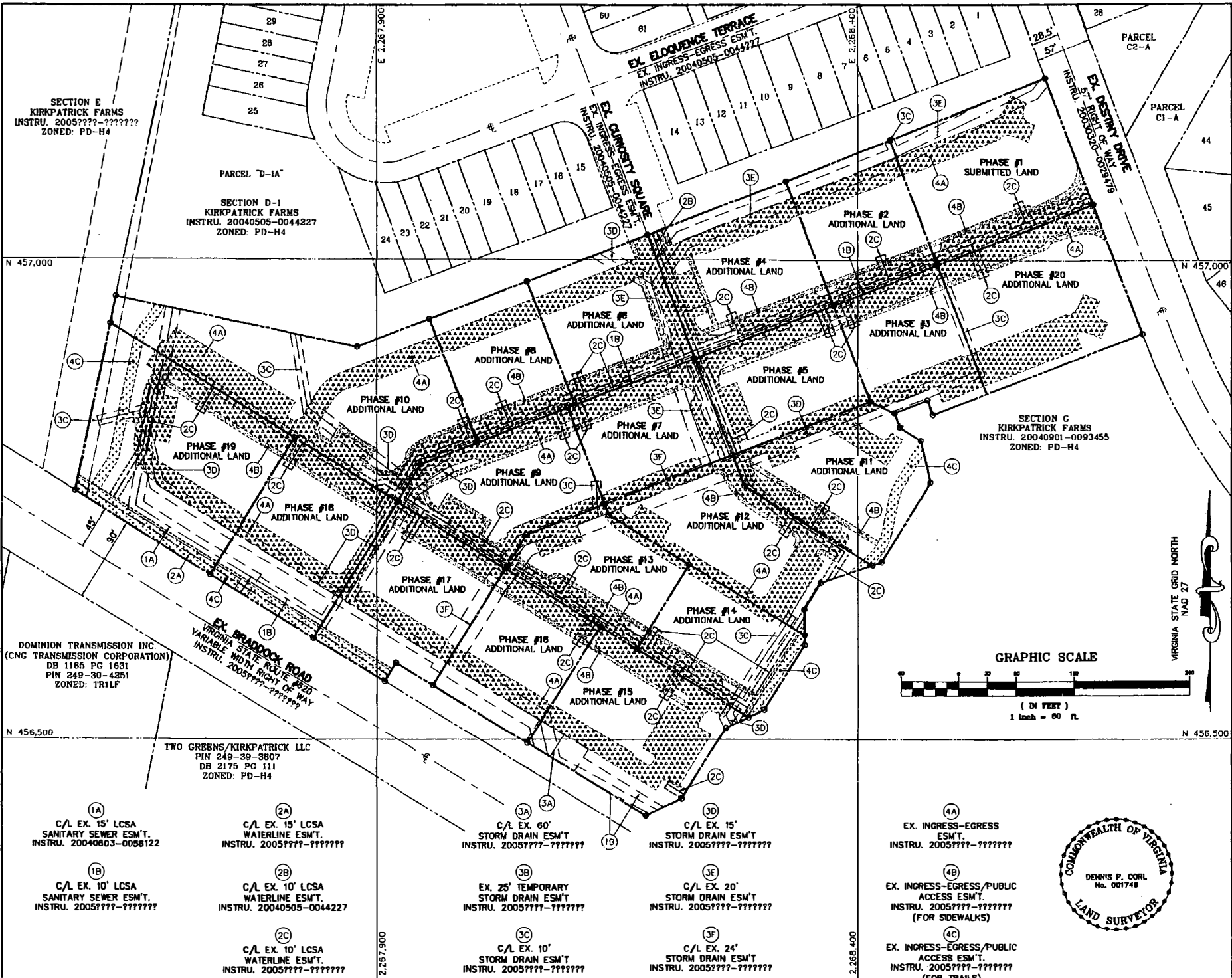
VIRGINIA STATE GRID NORTH
ROAD 27

N 456,500

Huntley, Nyce & Associates, Ltd.
SURVEYORS - CIVIL ENGINEERS - LAND PLANNERS
111 MILLER DRIVE, S.E.
SUITE 174
DULLES, VIRGINIA 20146
TEL: 703-271-9900
FAX: 703-271-9901
Copyright 2005 by Huntley, Nyce & Associates, Ltd.

EXHIBIT "D" CONDOMINIUM PLAT
SHOWING
SUBMITTED LAND, ADDITIONAL LAND, EXISTING IMPROVEMENTS
AND EXISTING EASEMENTS
"THE CONDOMINIUMS AT KIRKPATRICK FARMS"
PHASE 1
DULLES MAGISTERIAL DISTRICT ~ DULLES ELECTION DISTRICT ~ LOUDOUN COUNTY, VIRGINIA

SCALE: 1"=60'
DATE: JANUARY 14, 2005
REVISIONS:
SHEET: 1 OF 3
FILE NO. 4344-CONDO(PH1)



SECTION E
KIRKPATRICK FARMS
INSTRU. 20057777-7777777
ZONED: PD-H4

PARCEL "D-1A"
SECTION D-1
KIRKPATRICK FARMS
INSTRU. 20040505-0044227
ZONED: PD-H4

SECTION G
KIRKPATRICK FARMS
INSTRU. 20040801-0093455
ZONED: PD-H4

DOMINION TRANSMISSION INC.
(CNG TRANSMISSION CORPORATION)
DB 1185 PG 1631
PIN 249-30-4251
ZONED: TR1F

TWO GREENS/KIRKPATRICK LLC
PIN 249-39-3807
DB 2175 PG 111
ZONED: PD-H4

(1A)
C/L EX. 15' LCSA
SANITARY SEWER ESM'T.
INSTRU. 20040803-0056122

(2A)
C/L EX. 15' LCSA
WATERLINE ESM'T.
INSTRU. 20057777-7777777

(3A)
C/L EX. 60' STORM DRAIN ESM'T
INSTRU. 20057777-7777777

(3D)
C/L EX. 15' STORM DRAIN ESM'T
INSTRU. 20057777-7777777

(4A)
EX. INGRESS-EGRESS ESM'T.
INSTRU. 20057777-7777777

(1B)
C/L EX. 10' LCSA
SANITARY SEWER ESM'T.
INSTRU. 20057777-7777777

(2B)
C/L EX. 10' LCSA
WATERLINE ESM'T.
INSTRU. 20040505-0044227

(3B)
EX. 25' TEMPORARY STORM DRAIN ESM'T
INSTRU. 20057777-7777777

(3E)
C/L EX. 20' STORM DRAIN ESM'T
INSTRU. 20057777-7777777

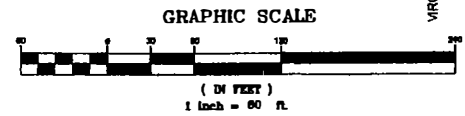
(4B)
EX. INGRESS-EGRESS/PUBLIC ACCESS ESM'T.
INSTRU. 20057777-7777777
(FOR SIDEWALKS)

(2C)
C/L EX. 10' LCSA
WATERLINE ESM'T.
INSTRU. 20057777-7777777

(3C)
C/L EX. 10' STORM DRAIN ESM'T
INSTRU. 20057777-7777777

(3F)
C/L EX. 24' STORM DRAIN ESM'T
INSTRU. 20057777-7777777

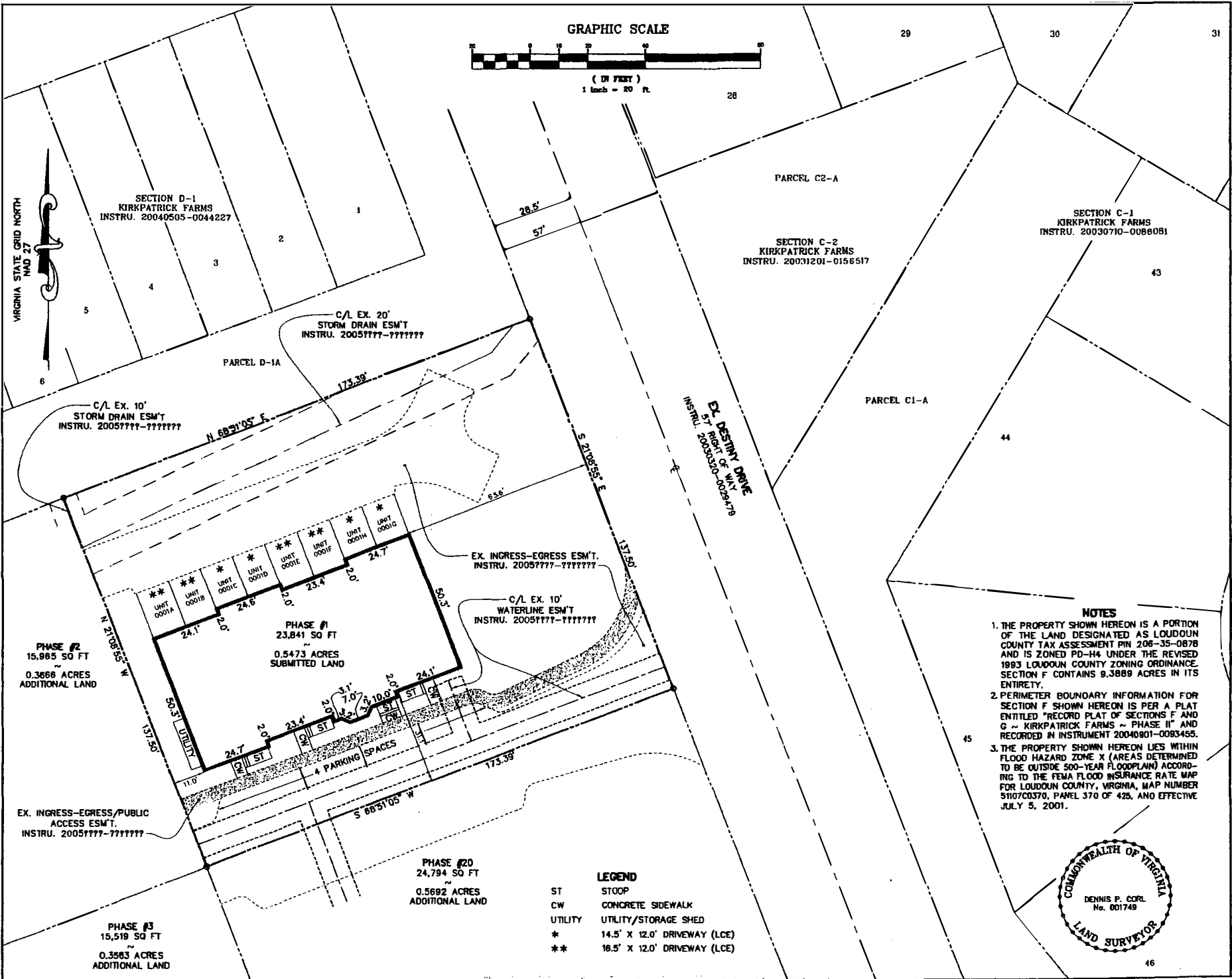
(4C)
EX. INGRESS-EGRESS/PUBLIC ACCESS ESM'T.
INSTRU. 20057777-7777777
(FOR TRAILS)



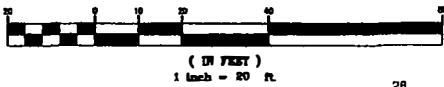
Handley, Myce & Associates, Ltd.
SURVEYING - CIVIL ENGINEERING - LAND PLANNING
100 N. HALEY DRIVE, SUITE 100
DULLES, VIRGINIA 20146
TEL: 703-271-1000
FAX: 703-271-1001
Copyright 2005 © Handley, Myce & Associates, Ltd.

EXHIBIT "D" CONDOMINIUM PLAN
SHOWING
SUBMITTED LAND, ADDITIONAL LAND, EXISTING IMPROVEMENTS
AND EXISTING EASEMENTS
"THE CONDOMINIUMS AT KIRKPATRICK FARMS"
PHASE 1
DULLES MAGISTERIAL DISTRICT - DULLES ELECTION DISTRICT - LOUDOUN COUNTY, VIRGINIA

SCALE	1"=80'
DATE	DECEMBER 21, 2006
REVISIONS	
SHEET	1 OF 3
FILE NO.	044-0000(Ph)



GRAPHIC SCALE



VIRGINIA STATE GRID NORTH
NAD 27

Huntley, Noye & Associates, Ltd.
SURVEYING - CIVIL ENGINEERING - LAND MANAGEMENT
111 WALKER DRIVE, S.E.
SUITE F-2
DULLES, VIRGINIA 20117
703-776-1400
FACSIMILE 703-776-1401
Copyright 2008 © Huntley, Noye & Associates, Ltd.

EXHIBIT "D" CONDOMINIUM PLAT
SHOWING
SUBMITTED LAND, ADDITIONAL LAND, EXISTING IMPROVEMENTS
AND EXISTING EASEMENTS AT KIRKPATRICK FARMS
"THE CONDOMINIUMS AT KIRKPATRICK FARMS"
PHASE 1
DULLES MAGISTERIAL DISTRICT ~ DULLES ELECTION DISTRICT ~ LOUDOUN COUNTY, VIRGINIA

- NOTES**
1. THE PROPERTY SHOWN HEREON IS A PORTION OF THE LAND DESIGNATED AS LOUDOUN COUNTY TAX ASSESSMENT PIN 208-35-0878 AND IS ZONED PD-H4 UNDER THE REVISED 1983 LOUDOUN COUNTY ZONING ORDINANCE. SECTION F CONTAINS 9.3889 ACRES IN ITS ENTIRETY.
 2. PERIMETER BOUNDARY INFORMATION FOR SECTION F SHOWN HEREON IS PER A PLAT ENTITLED "RECORD PLAT OF SECTIONS F AND G ~ KIRKPATRICK FARMS ~ PHASE II" AND RECORDED IN INSTRUMENT 20040901-0093455.
 3. THE PROPERTY SHOWN HEREON LIES WITHIN FLOOD HAZARD ZONE X (AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN) ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP FOR LOUDOUN COUNTY, VIRGINIA, MAP NUMBER 5107C0370, PANEL 370 OF 425, AND EFFECTIVE JULY 5, 2001.



LEGEND

ST	STOOP
CW	CONCRETE SIDEWALK
UTILITY	UTILITY/STORAGE SHED
*	14.5' X 12.0' DRIVEWAY (LCE)
**	16.5' X 12.0' DRIVEWAY (LCE)

SCALE	1"=20'
DATE:	JANUARY 14, 2008
REVISIONS:	
SHEET	3 OF 3
FILE NO.	4344-COMDD(PH1)

EXHIBIT "E"
TO
DECLARATION

UNIT PLANS

Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

Huntley, Nyce & Associates, Ltd.
 ARCHITECTS - CIVIL ENGINEERS - LAND PLANNERS
 SUITE 100
 1400 W. BROAD ST.
 FALLS CHURCH, VIRGINIA 22044
 TEL: 703-778-3400
 FAX: 703-778-3401
 WWW: WWW.HNCA.COM


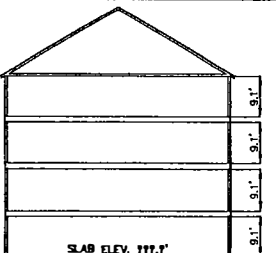
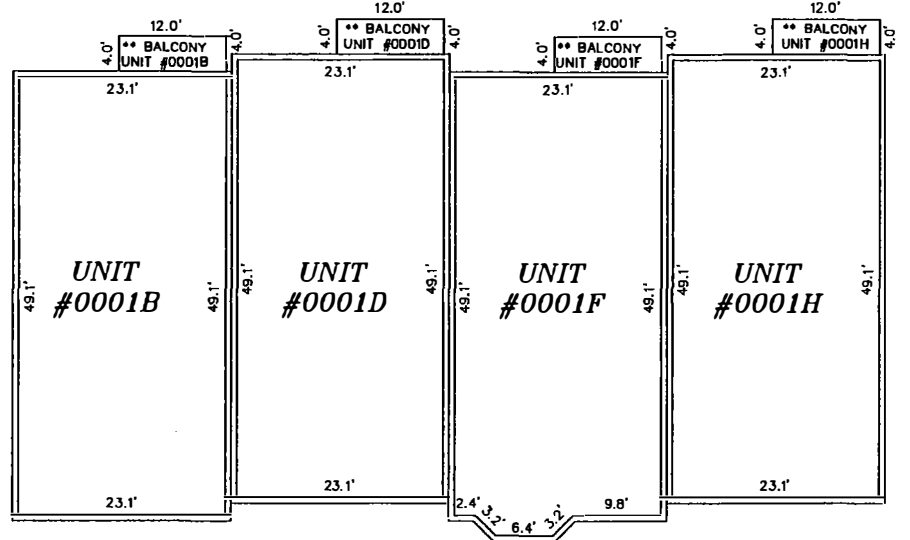
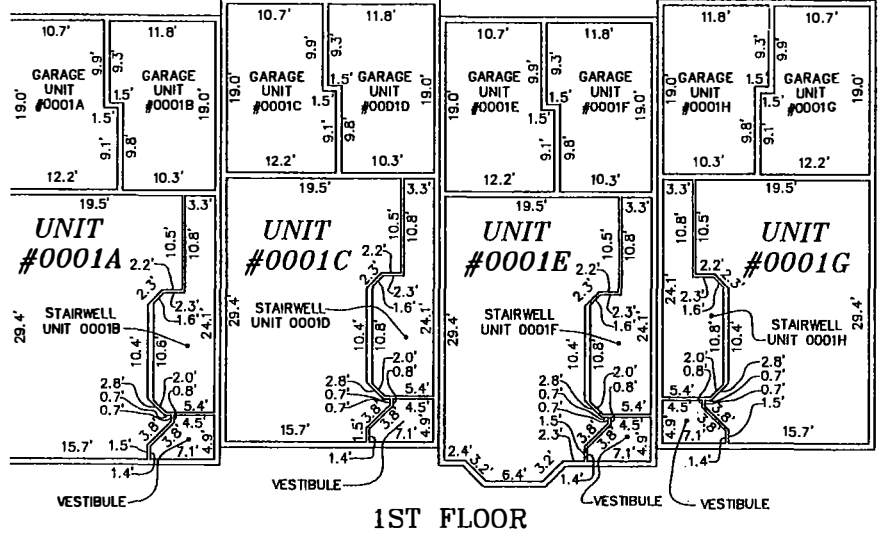
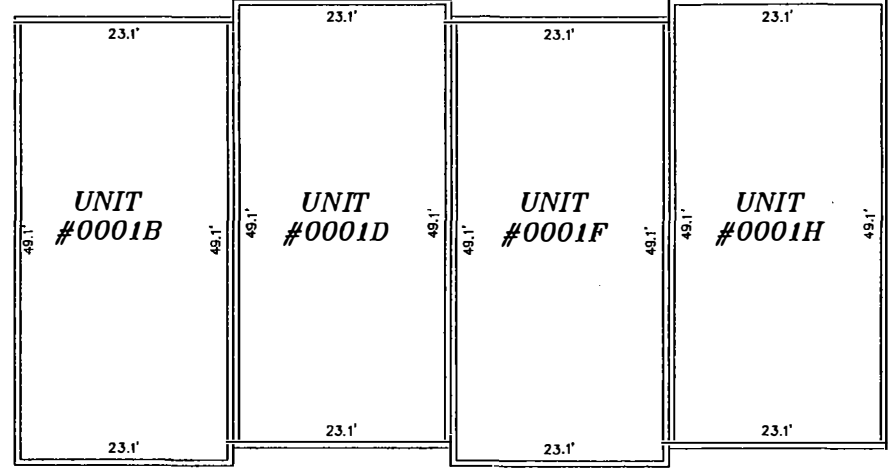
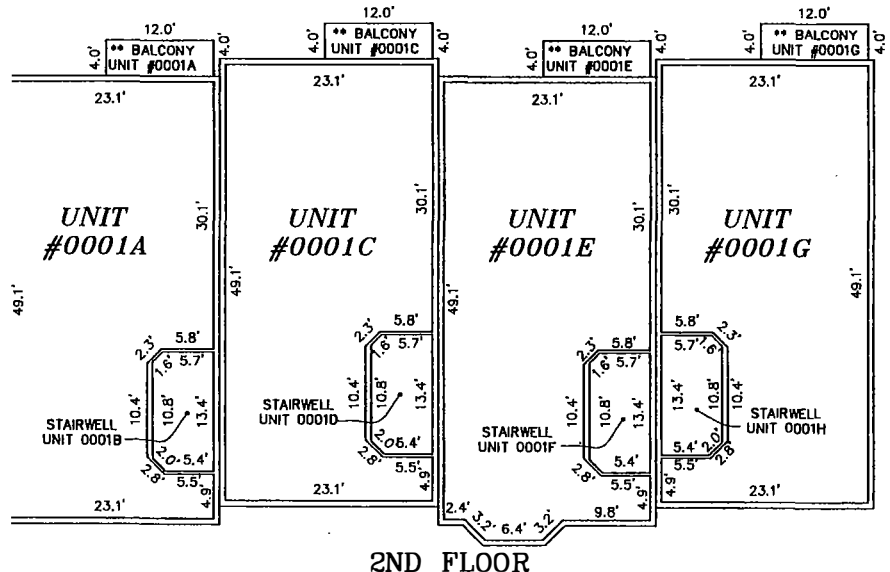


EXHIBIT "E"
 KIRKPATRICK FARMS
 "THE CONDOMINIUMS AT KIRKPATRICK FARMS"
 PHASE 1
 LOUDOUN COUNTY, VA ~ DULLES MAGISTERIAL DISTRICT ~ BROAD RUN ELECTION DISTRICT

SCALE: 1"=10'
DATE: 1/07/05
REVISIONS:
RYAN HOMES CHANGES AUGUST W. 2005
SHEET 1 OF 1
FILE NO. 4344-CONDO-PHR



ELEVATION VIEW
 END SECTION
 SCALE: 1"=20'

** DENOTES LIMITED COMMON ELEMENT

NOTE:
 I, TOM CHAO, A DULY CERTIFIED CIVIL ENGINEER (#025354) IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THIS PLAN IS ACCURATE, IS IN COMPLIANCE WITH SECTION 55-79.58(B) OF THE VIRGINIA CONDOMINIUM ACT AND THAT ALL UNITS OR PORTIONS THEREOF DEPICTED HEREON HAVE BEEN SUBSTANTIALLY COMPLETED.



DECLARATION OF AFFORDABLE DWELLING UNITS COVENANTS

THIS DECLARATION OF AFFORDABLE DWELLING UNITS COVENANTS ("Declaration") is made as of the 6th day of November, 2006, by NVR Inc. (Ryan Homes) ("Declarant") the owner of certain property ("Property") located in Loudoun County, Virginia, as described on Exhibit A attached hereto and made a part hereof.

RECITALS

WHEREAS, on June 16, 1993 the Board of Supervisors of Loudoun County, Virginia ("Board") established an Affordable Dwelling Unit Program ("Program") to assist in providing affordable housing for persons with moderate income when it adopted a new Zoning Ordinance; and

WHEREAS, the Board has designated Loudoun County Housing Services ("County") to regulate the program; and

WHEREAS, the Program is intended to be administered in accordance with Article 7 of the Loudoun County Zoning Ordinance, Chapter 1450 of the Loudoun County Codified Ordinance and the regulations established with respect thereto (the ordinances and the regulations, as the same may be amended from time to time, are collectively referred to hereinafter as the "Ordinance"); and

WHEREAS, the Ordinance requires, in pertinent part, that owners of certain land seeking a rezoning or special exception or subdivision for development of projects included in the Program provide a number of affordable dwelling units (collectively, the "Affordable Dwellings", each individually referred to as an "Affordable Dwelling") for sale or rent to qualified individuals, all in accordance with and under the conditions set forth in the Ordinance; and



20061106-0093856

Loudoun County, VA Pgs: 9
11/06/2006 12:46:28PM
Gary M. Clemens, Clerk

WHEREAS, Declarant has agreed that in consideration of benefits conferred upon Declarant under the Ordinance and in compliance with Declarant's obligations under the Program, the land described on Exhibit A attached hereto and made a part hereof, together with all improvements thereon (collectively, the "ADUs", each individually referred to as an "ADU"), shall be designated as the Affordable Dwellings on the Property in compliance with the Ordinance and shall be for sale to Certified Purchasers, as hereinafter defined; and

WHEREAS, the Ordinance provides that no ADUs shall be offered for sale to the general public until the date ("Availability Date") on which all of the time periods referenced in the Ordinance have expired and the requirements therein have been fulfilled regarding the right to acquire Affordable Dwellings conferred by the Ordinance on (i) the County or its successor in interest; (ii) persons who met the income criteria established by the County and have received a Certificate of Qualification from the County ("Certified Purchasers") in accordance with the Ordinance; (iii) any qualified non-profit housing groups ("Non-Profit Groups") designated in writing by the County. (The period from the date hereof until the Availability Date is referred to herein as the "Initial Control Period"); and

WHEREAS, The Ordinance establishes certain conditions, limitations and controls on these ADUs that are to remain in effect with regard to resale and occupancy of each of the Affordable Dwellings for a period (the "Resale Control Period") beginning on the date the deed of conveyance from Declarant to the first purchaser of each of the Affordable Dwellings is recorded until fifteen (15) years thereafter. In addition, the Ordinance establishes certain conditions regarding the distribution of proceeds from the resale of each ADU, and certain procedures with regard to the right of the County to acquire each of the Affordable Dwellings, for a period beginning upon expiration of the Resale Control Period until thirty-five (35) years thereafter (the "Extended Control Period"). (The "Initial Control Period", the "Resale Control Period" and the "Extended Control Period" shall be herein collectively referred to as the "Control Periods"); and

WHEREAS, the Ordinance further provides that with regard to each of the Affordable Dwellings, covenants shall be recorded that will run with the land in favor of the County for the Control Periods specifying certain terms and conditions of the Program

applicable to each of the Affordable Dwellings; and

WHEREAS, the Ordinance requires that the covenants include provisions prohibiting the total aggregate amount of principal and accrued interest for all financing secured by an ADU from exceeding the purchase price (as adjusted in accord with the Ordinance, using the restrictions applicable during the Resale Control Period); and

WHEREAS, In further compliance with the Ordinance under the terms of the Program, Declarant is making this Declaration as set forth below.

NOW, THEREFORE, Declarant hereby declares that the ADUs shall be subject to the covenants set forth herein ("Covenants") which shall be binding in accordance with the terms herein on Declarant and all Transferees of the ADUs until expiration of the applicable Control Periods. For purposes herein, Transferees shall be deemed all persons and entities that may hereafter acquire any interest whatsoever in any of the ADUs, or any part thereof, from Declarant, or any successor or assign of Declarant, or any other party, whether by sale, lease, assignment, hypothecation or any other means of transfer (any and all of the foregoing means of transfer being herein referred to as a "Transfer"), for the applicable Control Periods.

ARTICLE I

PRE-GENERAL SALE CONTROLS

During the Initial Control Period, no Transfer of any of the ADUs, or any part thereof, shall be made unless the County, the Certified Purchasers and the Non-Profit Groups shall have received the notices required by, and shall have been afforded the opportunity to purchase the ADUs in accordance with, the Ordinance.

ARTICLE II

ORDINANCE CONTROLS

A. During the Resale Control Period, no Transfer of any of the ADUs, or any part thereof, shall be made at a sales price in excess of the maximum sales price permitted pursuant to the Ordinance.

B. During the Resale Control Period, no Transfer of any of the ADUs, or any part thereof, shall be made except in compliance with all other requirements of the Ordinance, including, without limitation, the obligation to offer each of the ADUs exclusively through the County for sixty (60) days (with an additional 30 days in which to close) each time any ADU is offered for sale, and the County shall have waived its option to acquire the ADU or the time period with respect thereto shall have expired, before offering such ADU for resale to any other party.

C. During the Control Periods, each of the ADUs shall be subject to all provisions of the Ordinance.

D. During the Control Periods, all lenders or other parties who have or may seek to place a lien on any of the ADUs shall provide to the County, or their successors, written notice of any delinquency or default under any mortgage, deed of trust, or other instrument or agreement that may permit a lien to be filed against any of the ADUs, and shall offer the County at least sixty (60) days in which to cure any such delinquency or default ("Right to Cure").

E. During the Control Periods, these Covenants shall be senior to all instruments subsequently recorded on the Property or any of the ADUs, and shall be binding upon all Transferees; provided, however, that if any ADU is sold to a bona fide purchaser for value at a foreclosure sale, or if a lender accepts a deed in lieu of foreclosure; the restrictions contained in these Covenants with regard to such ADU shall terminate if all requirements of the Ordinance have been satisfied, including the obligation of the secured lender benefited by the foreclosure to provide the County with the Right to Cure.

F. During the Extended Control Period, no Transfer of any of the ADUs, or any part thereof, shall be made unless the County shall have been given the right of first refusal to acquire the ADU in accordance with the Ordinance.

G. During the Extended Control Period the owner of an ADU may offer the ADU for sale at fair market value, provided that the difference between the actual sales price and that price allowed pursuant to the Ordinance shall be divided equally between the owner and the County of Loudoun Housing Trust Fund. For purposes of this section G, the "price allowed pursuant to the Ordinance" shall mean the price as calculated using the restrictions applicable during the Resale Control Period.

H. During the Control Periods the total aggregate amount of principal and interest for all financing secured by an ADU shall not exceed the owner's purchase price (as adjusted in accord with the Ordinance, using the restrictions applicable during the Resale Control Period). Any financing in excess of the owner's purchase price (as adjusted in accordance with the Ordinance, using the restrictions applicable during the Resale Control Period) shall not be secured by any interest in the applicable ADU.

ARTICLE III

PRINCIPAL DOMICILE REQUIREMENTS

Any Transferee of an ADU, except for the County and any non-profit housing development agencies or corporations approved expressly in writing by the County, must occupy the ADU as such Transferee's principal domicile, and must not lease or rent or permit exclusive occupancy of the ADU to any other party or parties. Each year, on or within thirty (30) days prior to June 1, the owner of each ADU shall submit to the County, without

notice or demand therefor, an affidavit executed by such owner, on a form designated by the County, certifying such owner's continuing occupancy of the ADU.

ARTICLE IV

DEED AND CONTRACT RESTRICTIONS

All deeds conveying any interest in any of the ADUs during the Control Periods shall contain language specifically reciting that the ADU is subject to these Covenants. Contracts pertaining to a Transfer of any of the ADUs, or any part thereof, during the Control Periods also shall contain a complete and full disclosure of the resale price restrictions and controls established by the Ordinance.

ARTICLE V

ASSIGNMENT OF RIGHTS TO COUNTY

Declarant, and Declarant's heirs, successors and assigns, hereby irrevocably assigns, transfers and conveys to the County, and any successors thereto, all right, title and interest to enforce and maintain in full force and effect, the terms, conditions, and requirements of these Covenants.

ARTICLE VI

RIGHTS TO ENFORCE

If the County shall determine that any default has occurred under these Covenants, the County, or its successors may enforce these Covenants by proceeding at law or in equity, against the persons or entities violating or attempting to violate any of the Covenants herein contained, either to restrain any violation hereof or to recover damages, including attorneys' fees and the costs of collection, or to proceed against the applicable ADU in the enforcement of any lien or obligation created by or resulting from these Covenants as allowed under the Ordinance. No remedy is intended to be exclusive of any other available remedy or remedies, but each and every such remedy is cumulative and in addition to every other remedy given under these Covenants and the Ordinance, existing at law or equity. No delay or omission to exercise any right or power conferred under the Ordinance or hereunder, will impair any such right or power or will be

construed to be a waiver thereof. Notwithstanding the foregoing, nothing herein contained, or in the Ordinance, is intended to confer on the County a right to invalidate a Transfer made in violation hereof, or otherwise to cause a forfeiture or reversion of title to any of the ADUs. Any liens filed pursuant to the Ordinance shall not relate back in time, but shall be effective as of the date recorded.

ARTICLE VII

BINDING ON ALL SUCCESSORS

These Covenants are binding upon the ADU, upon the Declarant and the Declarant's heirs, successors and assigns, and upon all Transferees of title to each of the ADUs for the applicable Control Periods and shall run with the land.

ARTICLE VIII

NO AMENDMENTS

These Covenants cannot be amended, or released, unless by written instrument executed by the County, until expiration of the Control Periods, except with respect to a foreclosure conducted in accordance with the Ordinance.

ARTICLE IX

SEVERABILITY

If any provisions of these Covenants shall be held invalid or unenforceable, such holdings shall not invalidate or make unenforceable any other provision hereof.

ARTICLE X

HEADINGS

The headings herein are for reference purposes only and shall not affect the meaning or interpretation of the terms and conditions hereof.

IN WITNESS THEREOF, Declarant NVR Inc. (Ryan Homes)
 has caused these presence to be executed by
Paul Mock
 its Vice President, its corporate seal affixed hereto,
 and does hereby appoint Kathleen E. Harney
 its true and lawful attorney in fact to acknowledge and deliver
 these presence.

Witness:

DECLARANT

[Signature]

[Signature]

COMMONWEALTH OF VIRGINIA

COUNTY OF LOUDOUN, to-wit:

The foregoing instrument was acknowledged before me this
6th day of November, 2006
 by Paul Mock.

[Signature]

 Notary Public

My Commission Expires: 7/31/08

EXHIBIT "A"

LEGAL DESCRIPTION

Unit 0001C and Unit 0001G, Phase 1, THE CONDOMINIUMS AT KIRKPATRICK FARMS, being a portion of Section F, KIRKPATRICK FARMS, as set forth in Declaration of The Condominiums of Kirkpatrick Farms recorded as Instrument Number 200605160043386 and as amended in Instrument Number 200611060093854, (and as shown or noted on plat(s) attached thereto), and any and all prior and/or subsequent amendments thereto, among the land records of Loudoun County, Virginia.

DECLARATION OF AFFORDABLE DWELLING UNITS COVENANTS

THIS DECLARATION OF AFFORDABLE DWELLING UNITS COVENANTS ("Declaration") is made as of the 15th day of November, 2006, by NVR Inc. (Ryan Homes) ("Declarant") the owner of certain property ("Property") located in Loudoun County, Virginia, as described on Exhibit A attached hereto and made a part hereof.

RECITALS

WHEREAS, on June 16, 1993 the Board of Supervisors of Loudoun County, Virginia ("Board") established an Affordable Dwelling Unit Program ("Program") to assist in providing affordable housing for persons with moderate income when it adopted a new Zoning Ordinance; and


WHEREAS, the Board has designated Loudoun County Housing Services ("County") to regulate the program; and

WHEREAS, the Program is intended to be administered in accordance with Article 7 of the Loudoun County Zoning Ordinance, Chapter 1450 of the Loudoun County Codified Ordinance and the regulations established with respect thereto (the ordinances and the regulations, as the same may be amended from time to time, are collectively referred to hereinafter as the "Ordinance"); and

WHEREAS, the Ordinance requires, in pertinent part, that owners of certain land seeking a rezoning or special exception or subdivision for development of projects included in the Program provide a number of affordable dwelling units (collectively, the "Affordable Dwellings", each individually referred to as an "Affordable Dwelling") for sale or rent to qualified individuals, all in accordance with and under the conditions set forth in the Ordinance; and

T.M. : 105/03/9 // S.C.F. / (NVR)
G.F.W. : 206-35-0878.000 (NVR)
NVR SETTLEMENT SERVICES, INC.
5875 TRINITY PARKWAY #180
CENTREVILLE, VA 20120
ATTN: JFW

Box 44


20061127-0098184
Loudoun County, VA Pgs: 9
11/27/2006 12:57:02PM
Gary M. Clemens, Clerk

WHEREAS, Declarant has agreed that in consideration of benefits conferred upon Declarant under the Ordinance and in compliance with Declarant's obligations under the Program, the land described on Exhibit A attached hereto and made a part hereof, together with all improvements thereon (collectively, the "ADUs", each individually referred to as an "ADU"), shall be designated as the Affordable Dwellings on the Property in compliance with the Ordinance and shall be for sale to Certified Purchasers, as hereinafter defined; and

WHEREAS, the Ordinance provides that no ADUs shall be offered for sale to the general public until the date ("Availability Date") on which all of the time periods referenced in the Ordinance have expired and the requirements therein have been fulfilled regarding the right to acquire Affordable Dwellings conferred by the Ordinance on (i) the County or its successor in interest; (ii) persons who met the income criteria established by the County and have received a Certificate of Qualification from the County ("Certified Purchasers") in accordance with the Ordinance; (iii) any qualified non-profit housing groups ("Non-Profit Groups") designated in writing by the County. (The period from the date hereof until the Availability Date is referred to herein as the "Initial Control Period"); and

WHEREAS, The Ordinance establishes certain conditions, limitations and controls on these ADUs that are to remain in effect with regard to resale and occupancy of each of the Affordable Dwellings for a period (the "Resale Control Period") beginning on the date the deed of conveyance from Declarant to the first purchaser of each of the Affordable Dwellings is recorded until fifteen (15) years thereafter. In addition, the Ordinance establishes certain conditions regarding the distribution of proceeds from the resale of each ADU, and certain procedures with regard to the right of the County to acquire each of the Affordable Dwellings, for a period beginning upon expiration of the Resale Control Period until thirty-five (35) years thereafter (the "Extended Control Period"). (The "Initial Control Period", the "Resale Control Period" and the "Extended Control Period" shall be herein collectively referred to as the "Control Periods"); and

WHEREAS, the Ordinance further provides that with regard to each of the Affordable Dwellings, covenants shall be recorded that will run with the land in favor of the County for the Control Periods specifying certain terms and conditions of the Program

applicable to each of the Affordable Dwellings; and

WHEREAS, the Ordinance requires that the covenants include provisions prohibiting the total aggregate amount of principal and accrued interest for all financing secured by an ADU from exceeding the purchase price (as adjusted in accord with the Ordinance, using the restrictions applicable during the Resale Control Period); and

WHEREAS, In further compliance with the Ordinance under the terms of the Program, Declarant is making this Declaration as set forth below.

NOW, THEREFORE, Declarant hereby declares that the ADUs shall be subject to the covenants set forth herein ("Covenants") which shall be binding in accordance with the terms herein on Declarant and all Transferees of the ADUs until expiration of the applicable Control Periods. For purposes herein, Transferees shall be deemed all persons and entities that may hereafter acquire any interest whatsoever in any of the ADUs, or any part thereof, from Declarant, or any successor or assign of Declarant, or any other party, whether by sale, lease, assignment, hypothecation or any other means of transfer (any and all of the foregoing means of transfer being herein referred to as a "Transfer"), for the applicable Control Periods.

ARTICLE I

PRE-GENERAL SALE CONTROLS

During the Initial Control Period, no Transfer of any of the ADUs, or any part thereof, shall be made unless the County, the Certified Purchasers and the Non-Profit Groups shall have received the notices required by, and shall have been afforded the opportunity to purchase the ADUs in accordance with, the Ordinance.

ARTICLE II

ORDINANCE CONTROLS

A. During the Resale Control Period, no Transfer of any of the ADUs, or any part thereof, shall be made at a sales price in excess of the maximum sales price permitted pursuant to the Ordinance.

B. During the Resale Control Period, no Transfer of any of the ADUs, or any part thereof, shall be made except in compliance with all other requirements of the Ordinance, including, without limitation, the obligation to offer each of the ADUs exclusively through the County for sixty (60) days (with an additional 30 days in which to close) each time any ADU is offered for sale, and the County shall have waived its option to acquire the ADU or the time period with respect thereto shall have expired, before offering such ADU for resale to any other party.

C. During the Control Periods, each of the ADUs shall be subject to all provisions of the Ordinance.

D. During the Control Periods, all lenders or other parties who have or may seek to place a lien on any of the ADUs shall provide to the County, or their successors, written notice of any delinquency or default under any mortgage, deed of trust, or other instrument or agreement that may permit a lien to be filed against any of the ADUs, and shall offer the County at least sixty (60) days in which to cure any such delinquency or default ("Right to Cure").

E. During the Control Periods, these Covenants shall be senior to all instruments subsequently recorded on the Property or any of the ADUs, and shall be binding upon all Transferees; provided, however, that if any ADU is sold to a bona fide purchaser for value at a foreclosure sale, or if a lender accepts a deed in lieu of foreclosure; the restrictions contained in these Covenants with regard to such ADU shall terminate if all requirements of the Ordinance have been satisfied, including the obligation of the secured lender benefited by the foreclosure to provide the County with the Right to Cure.

F. During the Extended Control Period, no Transfer of any of the ADUs, or any part thereof, shall be made unless the County shall have been given the right of first refusal to acquire the ADU in accordance with the Ordinance.

G. During the Extended Control Period the owner of an ADU may offer the ADU for sale at fair market value, provided that the difference between the actual sales price and that price allowed pursuant to the Ordinance shall be divided equally between the owner and the County of Loudoun Housing Trust Fund. For purposes of this section G, the "price allowed pursuant to the Ordinance" shall mean the price as calculated using the restrictions applicable during the Resale Control Period.

H. During the Control Periods the total aggregate amount of principal and interest for all financing secured by an ADU shall not exceed the owner's purchase price (as adjusted in accord with the Ordinance, using the restrictions applicable during the Resale Control Period). Any financing in excess of the owner's purchase price (as adjusted in accordance with the Ordinance, using the restrictions applicable during the Resale Control Period) shall not be secured by any interest in the applicable ADU.

ARTICLE III

PRINCIPAL DOMICILE REQUIREMENTS

Any Transferee of an ADU, except for the County and any non-profit housing development agencies or corporations approved expressly in writing by the County, must occupy the ADU as such Transferee's principal domicile, and must not lease or rent or permit exclusive occupancy of the ADU to any other party or parties. Each year, on or within thirty (30) days prior to June 1, the owner of each ADU shall submit to the County, without

notice or demand therefor, an affidavit executed by such owner, on a form designated by the County, certifying such owner's continuing occupancy of the ADU.

ARTICLE IV

DEED AND CONTRACT RESTRICTIONS

All deeds conveying any interest in any of the ADUs during the Control Periods shall contain language specifically reciting that the ADU is subject to these Covenants. Contracts pertaining to a Transfer of any of the ADUs, or any part thereof, during the Control Periods also shall contain a complete and full disclosure of the resale price restrictions and controls established by the Ordinance.

ARTICLE V

ASSIGNMENT OF RIGHTS TO COUNTY

Declarant, and Declarant's heirs, successors and assigns, hereby irrevocably assigns, transfers and conveys to the County, and any successors thereto, all right, title and interest to enforce and maintain in full force and effect, the terms, conditions, and requirements of these Covenants.

ARTICLE VI

RIGHTS TO ENFORCE

If the County shall determine that any default has occurred under these Covenants, the County, or its successors may enforce these Covenants by proceeding at law or in equity, against the persons or entities violating or attempting to violate any of the Covenants herein contained, either to restrain any violation hereof or to recover damages, including attorneys' fees and the costs of collection, or to proceed against the applicable ADU in the enforcement of any lien or obligation created by or resulting from these Covenants as allowed under the Ordinance. No remedy is intended to be exclusive of any other available remedy or remedies, but each and every such remedy is cumulative and in addition to every other remedy given under these Covenants and the Ordinance, existing at law or equity. No delay or omission to exercise any right or power conferred under the Ordinance or hereunder, will impair any such right or power or will be

construed to be a waiver thereof. Notwithstanding the foregoing, nothing herein contained, or in the Ordinance, is intended to confer on the County a right to invalidate a Transfer made in violation hereof, or otherwise to cause a forfeiture or reversion of title to any of the ADUs. Any liens filed pursuant to the Ordinance shall not relate back in time, but shall be effective as of the date recorded.

ARTICLE VII

BINDING ON ALL SUCCESSORS

These Covenants are binding upon the ADU, upon the Declarant and the Declarant's heirs, successors and assigns, and upon all Transferees of title to each of the ADUs for the applicable Control Periods and shall run with the land.

ARTICLE VIII

NO AMENDMENTS

These Covenants cannot be amended, or released, unless by written instrument executed by the County, until expiration of the Control Periods, except with respect to a foreclosure conducted in accordance with the Ordinance.

ARTICLE IX

SEVERABILITY

If any provisions of these Covenants shall be held invalid or unenforceable, such holdings shall not invalidate or make unenforceable any other provision hereof.

ARTICLE X

HEADINGS

The headings herein are for reference purposes only and shall not affect the meaning or interpretation of the terms and conditions hereof.

IN WITNESS THEREOF, Declarant NVR, Inc (Ryan Homes)
has caused these presence to be executed by
Paul Mock
its Vice President, its corporate seal affixed hereto,
and does hereby appoint Kathleen E. Harney
its true and lawful attorney in fact to acknowledge and deliver
these presence.

Witness:

DECLARANT

[Signature]

[Signature]

COMMONWEALTH OF VIRGINIA

COUNTY OF LOUDOUN, to-wit:

The foregoing instrument was acknowledged before me this
15th day of November, 2016,
by Paul Mock.

[Signature]

Notary Public

My Commission Expires: 7/31/08

EXHIBIT "A"

LEGAL DESCRIPTION

Unit 0002C and Unit 0002G, Phase 2, THE CONDOMINIUMS AT KIRKPATRICK FARMS, being a portion of Section F, KIRKPATRICK FARMS, as set forth in Declaration of The Condominiums of Kirkpatrick Farms recorded as Instrument Number 200605160043386 and as amended in Instrument Number 200611270098182, (and as shown or noted on plat(s) attached thereto), and any and all prior and/or subsequent amendments thereto, among the land records of Loudoun County, Virginia.

DECLARATION OF AFFORDABLE DWELLING UNITS COVENANTS

THIS DECLARATION OF AFFORDABLE DWELLING UNITS COVENANTS

("Declaration") is made as of the 18th day of April, 2007, by NVR Inc. (Ryan Homes) ("Declarant") the owner of certain property ("Property") located in Loudoun County, Virginia, as described on Exhibit A attached hereto and made a part hereof.



20070423-0030681

Loudoun County, VA Pgs: 8
04/23/2007 12:34:50PM
Gary M. Clemens, Clerk

RECITALS

WHEREAS, on June 16, 1993 the Board of Supervisors of Loudoun County, Virginia ("Board") established an Affordable Dwelling Unit Program ("Program") to assist in providing affordable housing for persons with moderate income when it adopted a new Zoning Ordinance; and

WHEREAS, the Board has designated Loudoun County Housing Services ("County") to regulate the program; and

WHEREAS, the Program is intended to be administered in accordance with Article 7 of the Loudoun County Zoning Ordinance, Chapter 1450 of the Loudoun County Codified Ordinance and the regulations established with respect thereto (the ordinances and the regulations, as the same may be amended from time to time, are collectively referred to hereinafter as the "Ordinance"); and

WHEREAS, the Ordinance requires, in pertinent part, that owners of certain land seeking a rezoning or special exception or subdivision for development of projects included in the Program provide a number of affordable dwelling units (collectively, the "Affordable Dwellings", each individually referred to as an "Affordable Dwelling") for sale or rent to qualified individuals, all in accordance with and under the conditions set forth in the Ordinance; and

WHEREAS, Declarant has agreed that in consideration of benefits conferred upon Declarant under the Ordinance and in compliance with Declarant's obligations under the Program, the land described on Exhibit A attached hereto and made a part hereof, together with all improvements thereon (collectively, the "ADUs", each individually referred to as an "ADU"), shall be designated as the Affordable Dwellings on the Property in

Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

NVR SETTLEMENT SERVICES, INC.
5875 TRINITY PARKWAY #180
CENTREVILLE, VA 20120
ATTN: Jim

105/B/9/SEC F/ (PAGET)
206-35-0878-000 (PAGET)
UNITS ONESE 4 00054, P.H.S.

Box 44

compliance with the Ordinance and shall be for sale to Certified Purchasers, as hereinafter defined; and

WHEREAS, the Ordinance provides that no ADUs shall be offered for sale to the general public until the date ("Availability Date") on which all of the time periods referenced in the Ordinance have expired and the requirements therein have been fulfilled regarding the right to acquire Affordable Dwellings conferred by the Ordinance on (i) the County or its successor in interest; (ii) persons who met the income criteria established by the County and have received a Certificate of Qualification from the County ("Certified Purchasers") in accordance with the Ordinance; (iii) any qualified non-profit housing groups ("Non-Profit Groups") designated in writing by the County. (The period from the date hereof until the Availability Date is referred to herein as the "Initial Control Period"); and

WHEREAS, The Ordinance establishes certain conditions, limitations and controls on these ADUs that are to remain in effect with regard to resale and occupancy of each of the Affordable Dwellings for a period (the "Resale Control Period") beginning on the date the deed of conveyance from Declarant to the first purchaser of each of the Affordable Dwellings is recorded until fifteen (15) years thereafter. In addition, the Ordinance establishes certain conditions regarding the distribution of proceeds from the resale of each ADU, and certain procedures with regard to the right of the County to acquire each of the Affordable Dwellings, for a period beginning upon expiration of the Resale Control Period until thirty-five (35) years thereafter (the "Extended Control Period"). (The "Initial Control Period", the "Resale Control Period" and the "Extended Control Period" shall be herein collectively referred to as the "Control Periods"); and

WHEREAS, the Ordinance further provides that with regard to each of the Affordable Dwellings, covenants shall be recorded that will run with the land in favor of the County for the Control Periods specifying certain terms and conditions of the Program applicable to each of the Affordable Dwellings; and

WHEREAS, the Ordinance requires that the covenants include provisions prohibiting the total aggregate amount of principal and accrued interest for all financing secured by an ADU from exceeding the purchase price (as adjusted in accord with the Ordinance, using the restrictions applicable during the Resale Control Period); and

WHEREAS, In further compliance with the Ordinance under the terms of the Program, Declarant is making this Declaration as set forth below.

NOW, THEREFORE, Declarant hereby declares that the ADUs shall be subject to the covenants set forth herein ("Covenants") which shall be binding in accordance with the terms herein on Declarant and all Transferees of the ADUs until expiration of the applicable Control Periods. For purposes herein, Transferees shall be deemed all persons and entities that may hereafter acquire any interest whatsoever in any of the ADUs, or any part thereof, from Declarant, or any successor or assign of Declarant, or any other party, whether by sale, lease, assignment, hypothecation or any other means of transfer (any and all of the foregoing means of transfer being herein referred to as a "Transfer"), for the applicable Control Periods.

ARTICLE I

PRE-GENERAL SALE CONTROLS

During the Initial Control Period, no Transfer of any of the ADUs, or any part thereof, shall be made unless the County, the Certified Purchasers and the Non-Profit Groups shall have received the notices required by, and shall have been afforded the opportunity to purchase the ADUs in accordance with, the Ordinance.

ARTICLE II

ORDINANCE CONTROLS

A. During the Resale Control Period, no Transfer of any of the ADUs, or any part thereof, shall be made at a sales price in excess of the maximum sales price permitted pursuant to the Ordinance.

B. During the Resale Control Period, no Transfer of any of the ADUs, or any part thereof, shall be made except in compliance with all other requirements of the Ordinance, including, without limitation, the obligation to offer each of the ADUs exclusively through the County for sixty (60) days (with an additional 30 days in which to close) each time any ADU is offered for sale, and the County shall have waived its option to acquire the ADU or the time period with respect thereto shall have expired, before offering such ADU for resale to any other party.

C. During the Control Periods, each of the ADUs shall be subject to all provisions of the Ordinance.

D. During the Control Periods, all lenders or other parties who have or may seek to place a lien on any of the ADUs shall provide to the County, or their successors, written notice of any delinquency or default under any mortgage, deed of trust, or other instrument or agreement that may permit a lien to be filed against any of the ADUs, and shall offer the County at least sixty (60) days in which to cure any such delinquency or default ("Right to Cure").

E. During the Control Periods, these Covenants shall be senior to all instruments subsequently recorded on the Property or any of the ADUs, and shall be binding upon all Transferees; provided, however, that if any ADU is sold to a bona fide purchaser for value at a foreclosure sale, or if a lender accepts a deed in lieu of foreclosure, the restrictions contained in these Covenants with regard to such ADU shall terminate if all requirements of the Ordinance have been satisfied, including the obligation of the secured lender benefited by the foreclosure to provide the County with the Right to Cure.

F. During the Extended Control Period, no Transfer of any of the ADUs, or any part thereof, shall be made unless the County shall have been given the right of first refusal to acquire the ADU in accordance with the Ordinance.

G. During the Extended Control Period the owner of an ADU may offer the ADU for sale at fair market value, provided that the difference between the actual sales price and that price allowed pursuant to the Ordinance shall be divided equally between the owner and the County of Loudoun Housing Trust Fund. For purposes of this section G, the "price allowed pursuant to the Ordinance" shall mean the price as calculated using the restrictions applicable during the Resale Control Period.

H. During the Control Periods the total aggregate amount of principal and interest for all financing secured by an ADU shall not exceed the owner's purchase price (as adjusted in accord with the Ordinance, using the restrictions applicable during the Resale Control Period). Any financing in excess of the owner's purchase price (as adjusted in accordance with the Ordinance, using the restrictions applicable during the Resale Control Period) shall not be secured by any interest in the applicable ADU.

ARTICLE III

PRINCIPAL DOMICILE REQUIREMENTS

Any Transferee of an ADU, except for the County and any non-profit housing development agencies or corporations approved expressly in writing by the County, must occupy the ADU as such Transferee's principal domicile, and must not lease or rent or permit exclusive occupancy of the ADU to any other party or parties. Each year, on or within thirty (30) days prior to June 1, the owner of each ADU shall submit to the County, without notice or demand therefor, an affidavit executed by such owner, on a form designated by the County, certifying such owner's continuing occupancy of the ADU.

ARTICLE IV

DEED AND CONTRACT RESTRICTIONS

All deeds conveying any interest in any of the ADUs during the Control Periods shall contain language specifically reciting that the ADU is subject to these Covenants. Contracts pertaining to a Transfer of any of the ADUs, or any part thereof, during the Control Periods also shall contain a complete and full disclosure of the resale price restrictions and controls established by the Ordinance.

ARTICLE V

ASSIGNMENT OF RIGHTS TO COUNTY

Declarant, and Declarant's heirs, successors and assigns, hereby irrevocably assigns, transfers and conveys to the County, and any successors thereto, all right, title and interest to enforce and maintain in full force and effect, the terms, conditions, and requirements of these Covenants.

ARTICLE VI

RIGHTS TO ENFORCE

If the County shall determine that any default has occurred under these Covenants, the County, or its successors may enforce these Covenants by proceeding at law or in equity, against the persons or entities violating or attempting to violate any of the Covenants herein contained, either to restrain any violation hereof or to recover damages, including attorneys' fees and the costs of collection, or to proceed against the applicable ADU in the enforcement of any lien or obligation created by or resulting from these Covenants as allowed under the Ordinance. No remedy is intended to be exclusive of any other available remedy or remedies, but each and every such remedy is cumulative and in addition to every other remedy given under these Covenants and the Ordinance, existing at law or equity. No delay or omission to exercise any right or power conferred under the Ordinance or hereunder, will impair any such right or power or will be construed to be a waiver thereof. Notwithstanding the foregoing, nothing herein contained, or in the Ordinance, is intended to confer on the County a right to invalidate a Transfer made in violation hereof, or otherwise to cause a forfeiture or reversion of title to any of the ADUs. Any liens filed pursuant to the Ordinance shall not relate back in time, but shall be effective as of the date recorded.

ARTICLE VII

BINDING ON ALL SUCCESSORS

These Covenants are binding upon the ADU, upon the Declarant and the Declarant's heirs, successors and assigns, and upon all Transferees of title to each of the ADUs for the applicable Control Periods and shall run with the land.

ARTICLE VIII

NO AMENDMENTS

These Covenants cannot be amended, or released, unless by written instrument executed by the County, until expiration of the Control Periods, except with respect to a foreclosure conducted in accordance with the Ordinance.

ARTICLE IX

SEVERABILITY

If any provisions of these Covenants shall be held invalid or unenforceable, such holdings shall not invalidate or make unenforceable any other provision hereof.

ARTICLE X

HEADINGS

The headings herein are for reference purposes only and shall not affect the meaning or interpretation of the terms and conditions hereof.

IN WITNESS THEREOF, Declarant NVR Inc (Ryan Homes) has caused these presence to be executed by Paul Mock its Vice President and does hereby appoint Kathleen E Harney its true and lawful attorney in fact to acknowledge and deliver these presence.

Witness:

DECLARANT

[Signature]

[Signature]

COMMONWEALTH OF VIRGINIA

COUNTY OF LOUDOUN, to-wit:

The foregoing instrument was acknowledged before me this 18th day of April, 2007, by Paul K. Mock.

Lynn Kelly Notary Public

My Commission Expires: 5-31-09



LYNN KELLY
NOTARY PUBLIC
Commonwealth of Virginia
My Commission Expires
May 31, 2009

EXHIBIT "A"

LEGAL DESCRIPTION

Unit 0005C and Unit 0005G, Phase 5, THE CONDOMINIUMS AT KIRKPATRICK FARMS, being a portion of Section F, KIRKPATRICK FARMS, as set forth in Declaration of The Condominiums of Kirkpatrick Farms recorded as Instrument Number 200605160043386 and as amended in Instrument Number 200704230030679, (and as shown or noted on plat(s) attached thereto), and any and all prior and/or subsequent amendments thereto, among the land records of Loudoun County, Virginia.

DECLARATION OF AFFORDABLE DWELLING UNITS COVENANTS

THIS DECLARATION OF AFFORDABLE DWELLING UNITS COVENANTS ("Declaration") is made as of the 17th day of July, 2007, by Ryan Homes (NVR Inc) ("Declarant") the owner of certain property ("Property") located in Loudoun County, Virginia, as described on Exhibit A attached hereto and made a part hereof.



20070723-0054622

Loudoun County, VA Pgs: 8
07/23/2007 2:18:21PM
Gary M. Clemens, Clerk

RECITALS

WHEREAS, on June 16, 1993 the Board of Supervisors of Loudoun County, Virginia ("Board") established an Affordable Dwelling Unit Program ("Program") to assist in providing affordable housing for persons with moderate income when it adopted a new Zoning Ordinance; and

WHEREAS, the Board has designated Loudoun County Housing Services ("County") to regulate the program; and

WHEREAS, the Program is intended to be administered in accordance with Article 7 of the Loudoun County Zoning Ordinance, Chapter 1450 of the Loudoun County Codified Ordinance and the regulations established with respect thereto (the ordinances and the regulations, as the same may be amended from time to time, are collectively referred to hereinafter as the "Ordinance"); and

WHEREAS, the Ordinance requires, in pertinent part, that owners of certain land seeking a rezoning or special exception or subdivision for development of projects included in the Program provide a number of affordable dwelling units (collectively, the "Affordable Dwellings", each individually referred to as an "Affordable Dwelling") for sale or rent to qualified individuals, all in accordance with and under the conditions set forth in the Ordinance; and

WHEREAS, Declarant has agreed that in consideration of benefits conferred upon Declarant under the Ordinance and in compliance with Declarant's obligations under the Program, the land described on Exhibit A attached hereto and made a part hereof, together with all improvements thereon (collectively, the "ADUs", each individually referred to as an "ADU"), shall be designated as the Affordable Dwellings on the Property in

NVR SETTLEMENT SERVICES, INC.
5875 TRINITY PARKWAY #180
CENTREVILLE, VA 20120
APR: JMG

206-35-0878-000 (PAGEST)
105/10/14/SECF/ (PAGEST)

Box 44

compliance with the Ordinance and shall be for sale to Certified Purchasers, as hereinafter defined; and

WHEREAS, the Ordinance provides that no ADUs shall be offered for sale to the general public until the date ("Availability Date") on which all of the time periods referenced in the Ordinance have expired and the requirements therein have been fulfilled regarding the right to acquire Affordable Dwellings conferred by the Ordinance on (i) the County or its successor in interest; (ii) persons who met the income criteria established by the County and have received a Certificate of Qualification from the County ("Certified Purchasers") in accordance with the Ordinance; (iii) any qualified non-profit housing groups ("Non-Profit Groups") designated in writing by the County. (The period from the date hereof until the Availability Date is referred to herein as the "Initial Control Period"); and

WHEREAS, The Ordinance establishes certain conditions, limitations and controls on these ADUs that are to remain in effect with regard to resale and occupancy of each of the Affordable Dwellings for a period (the "Resale Control Period") beginning on the date the deed of conveyance from Declarant to the first purchaser of each of the Affordable Dwellings is recorded until fifteen (15) years thereafter. In addition, the Ordinance establishes certain conditions regarding the distribution of proceeds from the resale of each ADU, and certain procedures with regard to the right of the County to acquire each of the Affordable Dwellings, for a period beginning upon expiration of the Resale Control Period until thirty-five (35) years thereafter (the "Extended Control Period"). (The "Initial Control Period", the "Resale Control Period" and the "Extended Control Period" shall be herein collectively referred to as the "Control Periods"); and

WHEREAS, the Ordinance further provides that with regard to each of the Affordable Dwellings, covenants shall be recorded that will run with the land in favor of the County for the Control Periods specifying certain terms and conditions of the Program applicable to each of the Affordable Dwellings; and

WHEREAS, the Ordinance requires that the covenants include provisions prohibiting the total aggregate amount of principal and accrued interest for all financing secured by an ADU from exceeding the purchase price (as adjusted in accord with the Ordinance, using the restrictions applicable during the Resale Control Period); and

WHEREAS, In further compliance with the Ordinance under the terms of the Program, Declarant is making this Declaration as set forth below.

NOW, THEREFORE, Declarant hereby declares that the ADUs shall be subject to the covenants set forth herein ("Covenants") which shall be binding in accordance with the terms herein on Declarant and all Transferees of the ADUs until expiration of the applicable Control Periods. For purposes herein, Transferees shall be deemed all persons and entities that may hereafter acquire any interest whatsoever in any of the ADUs, or any part thereof, from Declarant, or any successor or assign of Declarant, or any other party, whether by sale, lease, assignment, hypothecation or any other means of transfer (any and all of the foregoing means of transfer being herein referred to as a "Transfer"), for the applicable Control Periods.

ARTICLE I

PRE-GENERAL SALE CONTROLS

During the Initial Control Period, no Transfer of any of the ADUs, or any part thereof, shall be made unless the County, the Certified Purchasers and the Non-Profit Groups shall have received the notices required by, and shall have been afforded the opportunity to purchase the ADUs in accordance with, the Ordinance.

ARTICLE II

ORDINANCE CONTROLS

A. During the Resale Control Period, no Transfer of any of the ADUs, or any part thereof, shall be made at a sales price in excess of the maximum sales price permitted pursuant to the Ordinance.

B. During the Resale Control Period, no Transfer of any of the ADUs, or any part thereof, shall be made except in compliance with all other requirements of the Ordinance, including, without limitation, the obligation to offer each of the ADUs exclusively through the County for sixty (60) days (with an additional 30 days in which to close) each time any ADU is offered for sale, and the County shall have waived its option to acquire the ADU or the time period with respect thereto shall have expired, before offering such ADU for resale to any other party.

C. During the Control Periods, each of the ADUs shall be subject to all provisions of the Ordinance.

D. During the Control Periods, all lenders or other parties who have or may seek to place a lien on any of the ADUs shall provide to the County, or their successors, written notice of any delinquency or default under any mortgage, deed of trust, or other instrument or agreement that may permit a lien to be filed against any of the ADUs, and shall offer the County at least sixty (60) days in which to cure any such delinquency or default ("Right to Cure").

E. During the Control Periods, these Covenants shall be senior to all instruments subsequently recorded on the Property or any of the ADUs, and shall be binding upon all Transferees; provided, however, that if any ADU is sold to a bona fide purchaser for value at a foreclosure sale, or if a lender accepts a deed in lieu of foreclosure, the restrictions contained in these Covenants with regard to such ADU shall terminate if all requirements of the Ordinance have been satisfied, including the obligation of the secured lender benefited by the foreclosure to provide the County with the Right to Cure.

F. During the Extended Control Period, no Transfer of any of the ADUs, or any part thereof, shall be made unless the County shall have been given the right of first refusal to acquire the ADU in accordance with the Ordinance.

G. During the Extended Control Period the owner of an ADU may offer the ADU for sale at fair market value, provided that the difference between the actual sales price and that price allowed pursuant to the Ordinance shall be divided equally between the owner and the County of Loudoun Housing Trust Fund. For purposes of this section G, the "price allowed pursuant to the Ordinance" shall mean the price as calculated using the restrictions applicable during the Resale Control Period.

H. During the Control Periods the total aggregate amount of principal and interest for all financing secured by an ADU shall not exceed the owner's purchase price (as adjusted in accord with the Ordinance, using the restrictions applicable during the Resale Control Period). Any financing in excess of the owner's purchase price (as adjusted in accordance with the Ordinance, using the restrictions applicable during the Resale Control Period) shall not be secured by any interest in the applicable ADU.

ARTICLE III

PRINCIPAL DOMICILE REQUIREMENTS

Any Transferee of an ADU, except for the County and any non-profit housing development agencies or corporations approved expressly in writing by the County, must occupy the ADU as such Transferee's principal domicile, and must not lease or rent or permit exclusive occupancy of the ADU to any other party or parties. Each year, on or within thirty (30) days prior to June 1, the owner of each ADU shall submit to the County, without notice or demand therefor, an affidavit executed by such owner, on a form designated by the County, certifying such owner's continuing occupancy of the ADU.

ARTICLE IV

DEED AND CONTRACT RESTRICTIONS

All deeds conveying any interest in any of the ADUs during the Control Periods shall contain language specifically reciting that the ADU is subject to these Covenants. Contracts pertaining to a Transfer of any of the ADUs, or any part thereof, during the Control Periods also shall contain a complete and full disclosure of the resale price restrictions and controls established by the Ordinance.

ARTICLE V

ASSIGNMENT OF RIGHTS TO COUNTY

Declarant, and Declarant's heirs, successors and assigns, hereby irrevocably assigns, transfers and conveys to the County, and any successors thereto, all right, title and interest to enforce and maintain in full force and effect, the terms, conditions, and requirements of these Covenants.

ARTICLE VI

RIGHTS TO ENFORCE

If the County shall determine that any default has occurred under these Covenants, the County, or its successors may enforce these Covenants by proceeding at law or in equity, against the persons or entities violating or attempting to violate any of the Covenants herein contained, either to restrain any violation hereof or to recover damages, including attorneys' fees and the costs of collection, or to proceed against the applicable ADU in the enforcement of any lien or obligation created by or resulting from these Covenants as allowed under the Ordinance. No remedy is intended to be exclusive of any other available remedy or remedies, but each and every such remedy is cumulative and in addition to every other remedy given under these Covenants and the Ordinance, existing at law or equity. No delay or omission to exercise any right or power conferred under the Ordinance or hereunder, will impair any such right or power or will be construed to be a waiver thereof. Notwithstanding the foregoing, nothing herein contained, or in the Ordinance, is intended to confer on the County a right to invalidate a Transfer made in violation hereof, or otherwise to cause a forfeiture or reversion of title to any of the ADUs. Any liens filed pursuant to the Ordinance shall not relate back in time, but shall be effective as of the date recorded.

ARTICLE VII

BINDING ON ALL SUCCESSORS

These Covenants are binding upon the ADU, upon the Declarant and the Declarant's heirs, successors and assigns, and upon all Transferees of title to each of the ADUs for the applicable Control Periods and shall run with the land.

ARTICLE VIII

NO AMENDMENTS

These Covenants cannot be amended, or released, unless by written instrument executed by the County, until expiration of the Control Periods, except with respect to a foreclosure conducted in accordance with the Ordinance.

ARTICLE IX

SEVERABILITY

If any provisions of these Covenants shall be held invalid or unenforceable, such holdings shall not invalidate or make unenforceable any other provision hereof.

ARTICLE X

HEADINGS

The headings herein are for reference purposes only and shall not affect the meaning or interpretation of the terms and conditions hereof.

IN WITNESS THEREOF, Declarant NVR Inc.
has caused these presence to be executed by
its Paul Mock
Vice President, its corporate seal affixed hereto,
and does hereby appoint Kathleen Horney
its true and lawful attorney in fact to acknowledge and deliver
these presence.

Witness:

DECLARANT

7/16/07

[Signature]
V.P.

COMMONWEALTH OF VIRGINIA
COUNTY OF Fairfax, to-wit:

The foregoing instrument was acknowledged before me this
16th day of July, 2007,
by Paul Mock.

[Signature]

Notary Public



LYNN KELLY
NOTARY PUBLIC
Commonwealth of Virginia
My Commission Expires
May 31, 2008

365859

My Commission Expires: 5-31-09


EXHIBIT "A"

LEGAL DESCRIPTION

Unit 0006 A and Unit 0006 E, Phase 6, THE CONDOMINIUMS AT KIRKPATRICK FARMS, being a portion of Section F, KIRKPATRICK FARMS, as set forth in Declaration of The Condominiums of Kirkpatrick Farms recorded as Instrument Number 200605160043386 and as amended in Instrument Number 200707230054620, (and as shown or noted on plat(s) attached thereto), and any and all prior and/or subsequent amendments thereto, among the land records of Loudoun County, Virginia.

PREPARED BY AND RETURN TO:
WALSH, COLUCCI, LUBELEY, EMRICH & WALSH, P.C.
2200 Clarendon Blvd., Suite 1300
Arlington, VA 22201

Plat# 20061127-0098182


20061127-0098182
Loudoun County, VA Pgs: 8
11/27/2006 12:57:02PM
Gary M. Clemens, Clerk

AMENDMENT TO
CONDOMINIUM INSTRUMENTS TO
THE CONDOMINIUMS AT KIRKPATRICK FARMS

THIS AMENDMENT TO CONDOMINIUM INSTRUMENTS is made this 20th day of November, 2006, **NVR, INC. t/a Ryan Homes**, a Virginia Corporation (the "Declarant");

*** WITNESSETH ***

WHEREAS, by Declaration recorded on May 16, 2006 as Instrument No. 20060516-0043386 et seq. among the land records of Loudoun County, Virginia (the "Declaration"), the Declarant did subject certain real property in Loudoun County, Virginia, more particularly described in said Declaration to be THE CONDOMINIUMS AT KIRKPATRICK FARMS (the "Condominium");

WHEREAS, Declarant desires at this time to expand the Condominium by adding to the Condominium a certain parcel of land described as Phase 2, which parcel of land is more particularly described in Exhibit "A" attached hereto, together with certain improvements located thereon.

NOW, THEREFORE, pursuant to the rights reserved by Declarant, and in accordance with Paragraph VIII of the Declaration and in further accordance with Title 55, Section 79.63 of the Code of Virginia, 1950 ed. as amended, Declarant does hereby amend the Condominium Instruments to expand the Condominium by adding to the Condominium that certain parcel of land owned by Declarant located in Loudoun County, Virginia, described in Exhibit "A" attached hereto as Phase 2 together with certain improvements on said land.

I. LOCATION OF BUILDINGS AND UNITS ADDED:

The addition of the land described in Exhibit "A" attached hereto adds to the Condominium certain improvements, the locations of which are more particularly shown on the Plat attached as Exhibit "D" hereto. Plans which show the locations of the Units and Common Elements within the buildings added and which further designate an Identifying Number for each Unit are attached as Exhibit "E" hereto. The Plats and Plans attached as Exhibits "D" and "E" hereto are hereby added to all other Plats and Plans previously filed for the Condominium.

{A0101406.DOC / 1 Amendment Phase 2 001610 000011}

NVR SETTLEMENT SERVICES, INC.
5875 TRINITY PARKWAY #180
CENTREVILLE, VA 20120
ATTN: JEL

TVA : 105/B/9/52.CF/
GFIN : 206-35-0878.0CC

Box 44

Order: V193V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

II. UNIT BOUNDARIES:

The Unit boundaries for the Units added by this AMENDMENT TO CONDOMINIUM INSTRUMENTS shall be exactly the same as the Unit boundaries created by the Declaration.

III. UNDIVIDED INTEREST IN COMMON ELEMENTS AND REALLOCATION OF VOTES:

Pursuant to Section 55-79.56(b) of the Condominium Act the Common Element Interests in the Condominium are hereby reallocated to each Unit in accordance with Exhibit "B" attached hereto, and pursuant to Section 55-79.73C of the Condominium Act, liability for Common Expenses and votes in the Unit Owners Association are similarly reallocated in accordance with the Bylaws.

IV. CONFIRMATION OF CONDOMINIUM INSTRUMENTS:

Except as modified by this Amendment, all of the terms and provisions of the Condominium Instruments are hereby expressly ratified and confirmed and shall remain in full force and effect and shall be applicable to the Condominium Units and Common Elements created hereby.

IN WITNESS WHEREOF, the Declarant has caused this Instrument to be executed as of the date described above.

NVR, INC., t/a RYAN HOMES, a Virginia corporation

By: [Signature]
Name: Paul H. Mork
Title: Division Manager

STATE OF Virginia
COUNTY OF Loudon, to-wit:

The foregoing instrument was acknowledged before me this 20th day of November, 2006, by Paul Mork, Division Manager of NVR, INC, t/a Ryan Homes, on behalf of said corporation.

[Signature]
Notary Public

My Commission Expires: 7/3/08

{A0101406.DOC / 1 Amendment Phase 2 001610 000011}

EXHIBIT "A"
TO
AMENDMENT

SUBMITTED LAND DESCRIPTION

Order: VZ³3V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

Directors & Officers

Chairman of the Board
CHARLES J. HUNTLEY, SR., L.S.
Senior Vice President
ROBERT L. SPROLES, P.E.
President/Retired
LESTER O. NYCE, P.E.
President & C.E.O.
CHARLES J. HUNTLEY, JR., L.S.
Vice President
REZA A. HAKIMI
Vice President
TOM CHAO, M.E., P.E.

HUNTLEY, NYCE & ASSOCIATES, LTD.

SURVEYING - CIVIL ENGINEERING - LAND PLANNING
751 Miller Drive, S.E.
Suite F-2
Leesburg, Virginia 20175
Telephone: (703) 779-4905 - Facsimile: (703) 779-2490
www.huntleynyce.com



**LEGAL DESCRIPTION
PHASE 2
"THE CONDOMINIUMS AT KIRKPATRICK FARMS"
BEING A PORTION OF
SECTION F ~ KIRKPATRICK FARMS
INSTRUMENT 20040901-0093455
DULLES ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA**

COMMENCING at the Southeasternmost corner of Parcel D-1A ~ Section D-1 ~ Kirkpatrick Farms ~ Instrument 20040505-0044227, said corner also lying in the Western Right-of-Way line of Destiny Drive ~ 57' Right-of-Way ~ Instrument 20030320-002979, said corner being common to the Northeastern corner of Phase 1 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms ~ Instrument 20040901-0093455;

THENCE departing said Western Right-of-Way line of Destiny Drive, and running with the Southern Boundary line of said Parcel D-1A ~ Section D-1 ~ Kirkpatrick Farms, S 68°51'05" W 173.39 feet to the **POINT OF BEGINNING**, said **POINT OF BEGINNING** being a common corner to Northeastern corner of Phase 2 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms and a common corner to the Northwestern corner of said Phase 1 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms;

THENCE departing the Southern Boundary line of said Parcel D-1A ~ Section D-1 ~ Kirkpatrick Farms and running through said Section F ~ Kirkpatrick Farms the following three (3) courses and distances;

S 21°08'55" E 137.50 feet with the Western Phase line of Phase 1 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms to a point, said point being a common corner to the Southwestern corner of said Phase 1 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms, a common corner to the Northwestern corner of Phase 20 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms and a common corner to the Northeastern corner of Phase 3 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms;

S 68°51'05" W 116.11 feet with the Northern Phase line Phase 3 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms to a point, said point being a common corner to the Northwestern corner of said Phase 3 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms, a common corner to the Northeastern corner Phase 5 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms, a common corner to the Southeastern corner of Phase 4 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms;

N 21°08'55" W 137.50 feet with the Eastern Phase line of Phase 4 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms to a point, said point lying in said Southern Boundary line of said Parcel D-1A ~ Section D-1 ~ Kirkpatrick Farms and being a common corner to the Northeastern corner of said Phase 4 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms;

Order: VZ4BV52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

THENCE departing the Eastern Phase line of said Phase 4 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms and running with the Southern Boundary line of said Parcel D-1A ~ Section D-1 ~ Kirkpatrick Farms, N 68°51'05" E 116.11 feet to the **POINT OF BEGINNING** and containing 15,965 square feet ~ 0.3665 acre of land more or less as shown on a plat prepared by Huntley, Nyce & Associates, Ltd. entitled "Exhibit D Condominium Plat Showing Submitted Land, Additional Land, Existing Improvements and Existing Easements ~ "The Condominiums At Kirkpatrick Farms," dated October 25, 2005 and last revised January 13, 2006.

Huntley, Nyce & Associates, Ltd.
1 May 2006

EXHIBIT "B"
TO
AMENDMENT

COMMON ELEMENT INTEREST SCHEDULE

Order: VZ9**6**V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

Exhibit B
Common Element Interest Schedule

Phase	Unit	Type	Par Value	Common Element Interest
1	0001A	B	1650	5/104
1	0001B	T	2640	1/13
1	0001C	B	1650	5/104
1	0001D	T	2640	1/13
1	0001E	B	1650	5/104
1	0001F	T	2640	1/13
1	0001G	B	1650	5/104
1	0001H	T	2640	1/13
2	0002A	B	1650	5/104
2	0002B	T	2640	1/13
2	0002C	B	1650	5/104
2	0002D	T	2640	1/13
2	0002E	B	1650	5/104
2	0002F	T	2640	1/13
2	0002G	B	1650	5/104
2	0002H	T	2640	1/13
Total:			34320	1

EXHIBIT "D" AND "E"
TO
AMENDMENT

PLATS AND PLANS

Order: VZ03V52YW
Address: 81870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

PREPARED BY AND RETURN TO:
WALSH, COLUCCI, LUBELEY, EMRICH & WALSH, P.C.
2200 Clarendon Blvd., Suite 1300
Arlington, VA 22201

PLAT 20061215-0104513

AMENDMENT TO
CONDOMINIUM INSTRUMENTS TO



20061215-0104512
Loudoun County, VA Pgs: 8
12/15/2006 11:34:46AM
Gary M. Clemens, Clerk

THE CONDOMINIUMS AT KIRKPATRICK FARMS

THIS AMENDMENT TO CONDOMINIUM INSTRUMENTS is made this 12th day of December, 2006, **NVR, INC. t/a Ryan Homes**, a Virginia Corporation (the "Declarant");

*** WITNESSETH ***

WHEREAS, by Declaration recorded on May 16, 2006 as Instrument No. 20060516-0043386 et seq. among the land records of Loudoun County, Virginia (the "Declaration"), the Declarant did subject certain real property in Loudoun County, Virginia, more particularly described in said Declaration to be THE CONDOMINIUMS AT KIRKPATRICK FARMS (the "Condominium");

WHEREAS, Declarant desires at this time to expand the Condominium by adding to the Condominium a certain parcel of land described as Phase 4, which parcel of land is more particularly described in Exhibit "A" attached hereto, together with certain improvements located thereon.

NOW, THEREFORE, pursuant to the rights reserved by Declarant, and in accordance with Paragraph VIII of the Declaration and in further accordance with Title 55, Section 79.63 of the Code of Virginia, 1950 ed. as amended, Declarant does hereby amend the Condominium Instruments to expand the Condominium by adding to the Condominium that certain parcel of land owned by Declarant located in Loudoun County, Virginia, described in Exhibit "A" attached hereto as Phase 4 together with certain improvements on said land.

I. LOCATION OF BUILDINGS AND UNITS ADDED:

The addition of the land described in Exhibit "A" attached hereto adds to the Condominium certain improvements, the locations of which are more particularly shown on the Plat attached as Exhibit "D" hereto. Plans which show the locations of the Units and Common Elements within the buildings added and which further designate an Identifying Number for each Unit are attached as Exhibit "E" hereto. The Plats and Plans attached as Exhibits "D" and "E" hereto are hereby added to all other Plats and Plans previously filed for the Condominium.

{A0103183.DOC / 1 Amendment Phase 4 001610 000011}

NVR SETTLEMENT SERVICES, INC.
5875 TRINITY PARKWAY #180
CENTREVILLE, VA 20120

> percent

TM# 105/B/9 // Sec F/
GPIN 206-35-0878-000

Box 44

Order# VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

II. UNIT BOUNDARIES:

The Unit boundaries for the Units added by this AMENDMENT TO CONDOMINIUM INSTRUMENTS shall be exactly the same as the Unit boundaries created by the Declaration.

III. UNDIVIDED INTEREST IN COMMON ELEMENTS AND REALLOCATION OF VOTES:

Pursuant to Section 55-79.56(b) of the Condominium Act the Common Element Interests in the Condominium are hereby reallocated to each Unit in accordance with Exhibit "B" attached hereto, and pursuant to Section 55-79.73C of the Condominium Act, liability for Common Expenses and votes in the Unit Owners Association are similarly reallocated in accordance with the Bylaws.

IV. CONFIRMATION OF CONDOMINIUM INSTRUMENTS:

Except as modified by this Amendment, all of the terms and provisions of the Condominium Instruments are hereby expressly ratified and confirmed and shall remain in full force and effect and shall be applicable to the Condominium Units and Common Elements created hereby.

IN WITNESS WHEREOF, the Declarant has caused this Instrument to be executed as of the date described above.

NVR, INC., ~~the~~ RYAN HOMES, a Virginia corporation

By: [Signature]
Name: Paul Mock
Title: Vice President

STATE OF VA
COUNTY OF Fairfax, to-wit:

The foregoing instrument was acknowledged before me this 10th day of December, 2006, by Paul Mock, Vice President of NVR, INC, the Ryan Homes, on behalf of said corporation.

[Signature]
Notary Public

My Commission Expires: 5-31-09

(A0103183.DOC / 1 Amendment Phase 4 001610 000011)



LYNN KELLY
NOTARY PUBLIC
Commonwealth of Virginia
My Commission Expires
May 31, 2009

BOX 44

Order: ²VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

EXHIBIT "A"
TO
AMENDMENT

SUBMITTED LAND DESCRIPTION

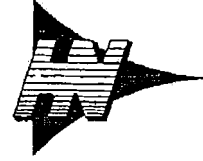
Order ³VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

Directors & Officers

Chairman of the Board
CHARLES J. HUNTLEY, SR., L.S.
Senior Vice President
ROBERT L. SPROLES, P.E.
President Retired
LESTER O. NYCE, P.E.
President & C.E.O.
CHARLES J. HUNTLEY, JR., L.S.
Vice President
REZA A. HAKIMI
Vice President
TOM CHAO, M.E., P.E.

HUNTLEY, NYCE & ASSOCIATES, LTD.

SURVEYING – CIVIL ENGINEERING – LAND PLANNING
751 Miller Drive, S.E.
Suite F-2
Leesburg, Virginia 20175
Telephone: (703) 779-4905 • Facsimile: (703) 779-2490
www.huntleynyce.com



**LEGAL DESCRIPTION
PHASE 4
“THE CONDOMINIUMS AT KIRKPATRICK FARMS”
BEING A PORTION OF
SECTION F ~ KIRKPATRICK FARMS
INSTRUMENT 20040901-0093455
DULLES ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA**

COMMENCING at the Southeasternmost corner of Parcel D-1A ~ Section D-1 ~ Kirkpatrick Farms ~ Instrument 20040505-0044227, said corner also lying in the Western Right-of-Way line of Destiny Drive ~ 57' Right-of-Way ~ Instrument 20030320-002979, said corner being common to the Northeastern corner of Phase 1 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms ~ Instrument 20040901-0093455;

THENCE departing said Western Right-of-Way line of Destiny Drive, and running with the Southern Boundary line of said Parcel D-1A ~ Section D-1 ~ Kirkpatrick Farms, S 68°51'05" W 289.50 feet to the **POINT OF BEGINNING**, said **POINT OF BEGINNING** being a common corner to the Northeastern corner of Phase 4 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms;

THENCE departing the Southern Boundary line of said Parcel D-1A ~ Section D-1 ~ Kirkpatrick Farms and running through said Section F ~ Kirkpatrick Farms the following three (3) courses;

S 21°08'55" E 137.50 feet with the Western Phase line of said Phase 2 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms to a point, said point being a common corner to the Southwestern corner of said Phase 2 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms, a common corner to the Northwestern corner of Phase 3 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms and a common corner to the Northeastern corner of Phase 5 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms;

S 68°51'05" W 154.00 feet with the Northern Phase line of Phase 5 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms to a point, said point being a common corner to the Northwestern corner of said Phase 5 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms, a common corner to the Northeastern corner of Phase 7 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms and a common corner to the Southeastern corner of Phase 6 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms;

N 21°08'55" W 137.50 feet with the Eastern Phase line of Phase 6 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms to a point lying along the Southern Boundary line of said Parcel D-1A ~ Section D-1 ~ Kirkpatrick Farms, said point being a common corner to the Northeastern corner of said Phase 6 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms;

THENCE departing the Eastern Phase line of said Phase 6 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms and running with the Southern Boundary line of said Parcel D-1A ~ Section D-1 ~ Kirkpatrick Farms N 68°51'05" E 154.00 feet to the **POINT OF BEGINNING** and containing 21,175 square feet ~ 0.4861 acre more or less as shown on a plat prepared by Huntley, Nyce & Associates, Ltd. entitled "**Exhibit D Condominium Plat Showing Submitted Land, Additional Land, Existing Improvements and Existing Easements**" ~ "**The Condominiums At Kirkpatrick Farms,**" dated October 25, 2005 and last revised January 13, 2006.

Huntley, Nyce & Associates, Ltd.
1 May 2006

Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

EXHIBIT "B"
TO
AMENDMENT

COMMON ELEMENT INTEREST SCHEDULE

Order ⁶/Z93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

Exhibit B
Common Element Interest Schedule

Phase	Unit	Type	Par Value	Common Element Interest
1	0001A	B	1650	5/208
1	0001B	T	2640	1/26
1	0001C	B	1650	5/208
1	0001D	T	2640	1/26
1	0001E	B	1650	5/208
1	0001F	T	2640	1/26
1	0001G	B	1650	5/208
1	0001H	T	2640	1/26
2	0002A	B	1650	5/208
2	0002B	T	2640	1/26
2	0002C	B	1650	5/208
2	0002D	T	2640	1/26
2	0002E	B	1650	5/208
2	0002F	T	2640	1/26
2	0002G	B	1650	5/208
2	0002H	T	2640	1/26
3	0003A	B	1650	5/208
3	0003B	T	2640	1/26
3	0003C	B	1650	5/208
3	0003D	T	2640	1/26
3	0003E	B	1650	5/208
3	0003F	T	2640	1/26
3	0003G	B	1650	5/208
3	0003H	T	2640	1/26
4	0004A	B	1650	5/208
4	0004B	T	2640	1/26
4	0004C	B	1650	5/208
4	0004D	T	2640	1/26
4	0004E	B	1650	5/208
4	0004F	T	2640	1/26
4	0004G	B	1650	5/208
4	0004H	T	2640	1/26

Total: 68640 1


EXHIBIT "D" AND "E"
TO
AMENDMENT

PLATS AND PLANS

Order 8 VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

Plat# 20070423-0030679

PREPARED BY AND RETURN TO:
WALSH, COLUCCI, LUBELEY, EMRICH & WALSH, P.C.
2200 Clarendon Blvd., Suite 1300
Arlington, VA 22201


20070423-0030679
Loudoun County, VA Pgs: 7
04/23/2007 12:34:50PM
Gary M. Clemens, Clerk

AMENDMENT TO
CONDOMINIUM INSTRUMENTS TO
THE CONDOMINIUMS AT KIRKPATRICK FARMS

THIS AMENDMENT TO CONDOMINIUM INSTRUMENTS is made this 19th day of April, 2007, NVR, INC. t/a Ryan Homes, a Virginia Corporation (the "Declarant");

*** WITNESSETH ***

WHEREAS, by Declaration recorded on May 16, 2006 as Instrument No. 20060516-0043386 et seq. among the land records of Loudoun County, Virginia (the "Declaration"), the Declarant did subject certain real property in Loudoun County, Virginia, more particularly described in said Declaration to be THE CONDOMINIUMS AT KIRKPATRICK FARMS (the "Condominium");

WHEREAS, Declarant desires at this time to expand the Condominium by adding to the Condominium a certain parcel of land described as Phase 5, which parcel of land is more particularly described in Exhibit "A" attached hereto, together with certain improvements located thereon.

NOW, THEREFORE, pursuant to the rights reserved by Declarant, and in accordance with Paragraph VIII of the Declaration and in further accordance with Title 55, Section 79.63 of the Code of Virginia, 1950 ed. as amended, Declarant does hereby amend the Condominium Instruments to expand the Condominium by adding to the Condominium that certain parcel of land owned by Declarant located in Loudoun County, Virginia, described in Exhibit "A" attached hereto as Phase 5 together with certain improvements on said land.

I. LOCATION OF BUILDINGS AND UNITS ADDED:

The addition of the land described in Exhibit "A" attached hereto adds to the Condominium certain improvements, the locations of which are more particularly shown on the Plat attached as Exhibit "D" hereto. Plans which show the locations of the Units and Common Elements within the buildings added and which further designate an Identifying Number for each Unit are attached as Exhibit "E" hereto. The Plats and Plans attached as Exhibits "D" and "E" hereto are hereby added to all other Plats and Plans previously filed for the Condominium.

{A0114686.DOC / 1 Amendment Phase 5 001610 000011}

NVR SETTLEMENT SERVICES, INC.
5875 TRINITY PARKWAY #180
CENTREVILLE, VA 20120

105/B/9 // SEC F / (PARENT)
206-35-0878-000 (PARENT)
Adding units 0005A - 0005H, PH. 5

Box 44

Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

II. UNIT BOUNDARIES:

The Unit boundaries for the Units added by this AMENDMENT TO CONDOMINIUM INSTRUMENTS shall be exactly the same as the Unit boundaries created by the Declaration.

III. UNDIVIDED INTEREST IN COMMON ELEMENTS AND REALLOCATION OF VOTES:

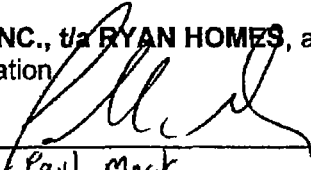
Pursuant to Section 55-79.56(b) of the Condominium Act the Common Element Interests in the Condominium are hereby reallocated to each Unit in accordance with Exhibit "B" attached hereto, and pursuant to Section 55-79.73C of the Condominium Act, liability for Common Expenses and votes in the Unit Owners Association are similarly reallocated in accordance with the Bylaws.

IV. CONFIRMATION OF CONDOMINIUM INSTRUMENTS:

Except as modified by this Amendment, all of the terms and provisions of the Condominium Instruments are hereby expressly ratified and confirmed and shall remain in full force and effect and shall be applicable to the Condominium Units and Common Elements created hereby.

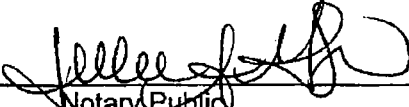
IN WITNESS WHEREOF, the Declarant has caused this Instrument to be executed as of the date described above.

NVR, INC., 1/a RYAN HOMES, a Virginia corporation

By: 
Name: Paul Mock
Title: Vice President

STATE OF Virginia
COUNTY OF Stafford, to-wit:

The foregoing instrument was acknowledged before me this 19th day of April, 2007, by Paul Mock Vice President of NVR, INC, 1/a Ryan Homes, on behalf of said corporation.


Notary Public

My Commission Expires: 7/31/08

{A0114686.DOC / 1 Amendment Phase 5 001610 000011}

Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

EXHIBIT "A"
TO
AMENDMENT

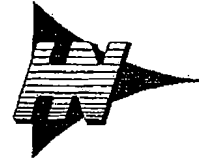
SUBMITTED LAND DESCRIPTION

Order: 3Z93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

Directors & Officers
Chairman of the Board
CHARLES J. HUNTLEY, SR., L.S.
Senior Vice President
ROBERT L. SPROLES, P.E.
President Retired
LESTER O. NYCE, P.E.
President & C.E.O.
CHARLES J. HUNTLEY, JR., L.S.
Vice President
REZA A. HAKIMI
Vice President
TOM CHAO, M.E., P.E.

HUNTLEY, NYCE & ASSOCIATES, LTD.

SURVEYING – CIVIL ENGINEERING – LAND PLANNING
751 Miller Drive, S.E.
Suite F-2
Leesburg, Virginia 20175
Telephone: (703) 779-4905 • Facsimile: (703) 779-2490
www.huntleynyce.com



LEGAL DESCRIPTION
PHASE 5
“THE CONDOMINIUMS AT KIRKPATRICK FARMS”
BEING A PORTION OF
SECTION F ~ KIRKPATRICK FARMS
INSTRUMENT 20040901-0093455
DULLES ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA

COMMENCING at the Southeasternmost corner of Parcel D-1A ~ Section D-1 ~ Kirkpatrick Farms ~ Instrument 20040505-0044227, said corner also lying in the Western Right-of-Way line of Destiny Drive ~ 57' Right-of-Way ~ Instrument 20030320-002979, said corner being common to the Northeastern corner of Phase 1 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms ~ Instrument 20040901-0093455;

THENCE departing said Western Right-of-Way line of Destiny Drive, and running with the Southern Boundary line of said Parcel D-1A ~ Section D-1 ~ Kirkpatrick Farms, S 68°51'05” W 289.50 feet to a point, said point being a common corner to the Northwestern corner of said Phase 2 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms and a common corner to Northeastern corner of Phase 4 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms;

THENCE departing the Southern Boundary line of said Parcel D-1A ~ Section D-1 ~ Kirkpatrick Farms and running with the common Phase line to said Phase 2 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms and said Phase 4 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms S 21°08'55” E 137.50 feet to the **POINT OF BEGINNING**, said **POINT OF BEGINNING** being a common corner to the Southeastern corner of said Phase 4 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms, a common corner to the Northwestern corner of Phase 3 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms and a common corner to the Southwestern corner to Phase 2 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms;

THENCE running through said Section F ~ Kirkpatrick Farms the following three (3) courses and distances;

Continuing with the prolongation of the previous course of S 21°08'55” E 107.00 feet (for a total length of 244.50 feet in all) with the Western Phase line of said Phase 3 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms to a point, said point being a common corner to a Southwestern corner of said Phase 3 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms and a common corner to the Northern corner of Phase 11 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms;

S 68°51'05” W 154.00 feet with the Northern Phase line of said Phase 11 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms to a point, said

point being a common corner to the Northwestern corner of said Phase 11 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms, a common corner to the Northeastern corner of Phase 12 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms and a common corner to the Southeastern corner of Phase 7 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms ;

N 21°08'55" W 107.00 feet with the Eastern Phase line of said Phase 7 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms to a point, said point being a common corner to the Northeastern corner of said Phase 7 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms, a common corner to the Southwestern corner of said Phase 4 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms ~ Kirkpatrick Farms and a common corner to the Southeastern corner to Phase 6 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms;

THENCE Eastern Phase line of said Phase 7 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms and running with the Southern Phase Line of said Phase 4 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms N 68°51'05" E 154.00 feet to the **POINT OF BEGINNING** and containing 16,478 square feet ~ 0.3783 acres of land more or less as shown on a plat prepared by Huntley, Nyce & Associates, Ltd. entitled "**Exhibit D Condominium Plat Showing Submitted Land, Additional Land, Existing Improvements and Existing Easements** ~ "The Condominiums At Kirkpatrick Farms," dated October 25, 2005 and last revised January 13, 2006.

Huntley, Nyce & Associates, Ltd.
1 May 2006

EXHIBIT "B"
TO
AMENDMENT

COMMON ELEMENT INTEREST SCHEDULE


Order: VZ93V52YW
Address: 6 1870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

Exhibit B
Common Element Interest Schedule

Phase	Unit	Type	Par Value	Common Element Interest
1	0001A	B	1650	1/52
1	0001B	T	2640	2/65
1	0001C	B	1650	1/52
1	0001D	T	2640	2/65
1	0001E	B	1650	1/52
1	0001F	T	2640	2/65
1	0001G	B	1650	1/52
1	0001H	T	2640	2/65
2	0002A	B	1650	1/52
2	0002B	T	2640	2/65
2	0002C	B	1650	1/52
2	0002D	T	2640	2/65
2	0002E	B	1650	1/52
2	0002F	T	2640	2/65
2	0002G	B	1650	1/52
2	0002H	T	2640	2/65
3	0003A	B	1650	1/52
3	0003B	T	2640	2/65
3	0003C	B	1650	1/52
3	0003D	T	2640	2/65
3	0003E	B	1650	1/52
3	0003F	T	2640	2/65
3	0003G	B	1650	1/52
3	0003H	T	2640	2/65
4	0004A	B	1650	1/52
4	0004B	T	2640	2/65
4	0004C	B	1650	1/52
4	0004D	T	2640	2/65
4	0004E	B	1650	1/52
4	0004F	T	2640	2/65
4	0004G	B	1650	1/52
4	0004H	T	2640	2/65
5	0005A	B	1650	1/52
5	0005B	T	2640	2/65
5	0005C	B	1650	1/52
5	0005D	T	2640	2/65
5	0005E	B	1650	1/52
5	0005F	T	2640	2/65
5	0005G	B	1650	1/52
5	0005H	T	2640	2/65
Total:			85800	1

PLAT 200707230054621

PREPARED BY AND RETURN TO:
WALSH, COLUCCI, LUBELEY, EMRICH & WALSH, P.C.
2200 Clarendon Blvd., Suite 1300
Arlington, VA 22201


20070723-0054620
Loudoun County, VA Pgs: 9
07/23/2007 2:18:21PM
Gary M. Clemens, Clerk

AMENDMENT TO
CONDOMINIUM INSTRUMENTS TO
THE CONDOMINIUMS AT KIRKPATRICK FARMS

THIS AMENDMENT TO CONDOMINIUM INSTRUMENTS is made this 11th day of July, 2007, **NVR, INC. t/a Ryan Homes**, a Virginia Corporation (the "Declarant");

*** WITNESSETH ***

WHEREAS, by Declaration recorded on May 16, 2006 as Instrument No. 20060516-0043386 et seq. among the land records of Loudoun County, Virginia (the "Declaration"), the Declarant did subject certain real property in Loudoun County, Virginia, more particularly described in said Declaration to be **THE CONDOMINIUMS AT KIRKPATRICK FARMS** (the "Condominium");

WHEREAS, Declarant desires at this time to expand the Condominium by adding to the Condominium a certain parcel of land described as Phase 6, which parcel of land is more particularly described in Exhibit "A" attached hereto, together with certain improvements located thereon.

NOW, THEREFORE, pursuant to the rights reserved by Declarant, and in accordance with Paragraph VIII of the Declaration and in further accordance with Title 55, Section 79.63 of the Code of Virginia, 1950 ed. as amended, Declarant does hereby amend the Condominium Instruments to expand the Condominium by adding to the Condominium that certain parcel of land owned by Declarant located in Loudoun County, Virginia, described in Exhibit "A" attached hereto as Phase 6 together with certain improvements on said land.

I. LOCATION OF BUILDINGS AND UNITS ADDED:

The addition of the land described in Exhibit "A" attached hereto adds to the Condominium certain improvements, the locations of which are more particularly shown on the Plat attached as Exhibit "D" hereto. Plans which show the locations of the Units and Common Elements within the buildings added and which further designate an Identifying Number for each Unit are attached as Exhibit "E" hereto. The Plats and Plans attached as Exhibits "D" and "E" hereto are hereby added to all other Plats and Plans previously filed for the Condominium.

{A0120574.DOC / 1 Amendment Phase 6 001610 000011}

Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

NVR SETTLEMENT SERVICES, INC.
5875 TRINITY PARKWAY #180
CENTREVILLE, VA 20120
ATTN: DMJ

206-35-0878-000 (PARENT)
105/3/9/SEC F (PARENT)

Box 44

II. UNIT BOUNDARIES:

The Unit boundaries for the Units added by this AMENDMENT TO CONDOMINIUM INSTRUMENTS shall be exactly the same as the Unit boundaries created by the Declaration.

III. UNDIVIDED INTEREST IN COMMON ELEMENTS AND REALLOCATION OF VOTES:

Pursuant to Section 55-79.56(b) of the Condominium Act the Common Element Interests in the Condominium are hereby reallocated to each Unit in accordance with Exhibit "B" attached hereto, and pursuant to Sections 55-79.83 and 55-79.77 of the Condominium Act, liability for Common Expenses and votes in the Unit Owners Association are similarly reallocated in accordance with the Bylaws.

IV. CONFIRMATION OF CONDOMINIUM INSTRUMENTS:

Except as modified by this Amendment, all of the terms and provisions of the Condominium Instruments are hereby expressly ratified and confirmed and shall remain in full force and effect and shall be applicable to the Condominium Units and Common Elements created hereby.

IN WITNESS WHEREOF, the Declarant has caused this Instrument to be executed as of the date described above.

NVR, INC., t/a RYAN HOMES, a Virginia corporation

By: _____

Name: Paul Mock

Title: Vice President

STATE OF Virginia
COUNTY OF Fairfax, to-wit:

The foregoing instrument was acknowledged before me this 16th day of July, 2007, by Paul Mock, Vice President of NVR, INC, t/a Ryan Homes, on behalf of said corporation.

Lynn Kelly
Notary Public

My Commission Expires: 5-31-09



LYNN KELLY
NOTARY PUBLIC
Commonwealth of Virginia
My Commission Expires
May 31, 2009

365459

{A0120574.DOC / 1 Amendment Phase 6 001610 000011}

Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

EXHIBIT "A"
TO
AMENDMENT

SUBMITTED LAND DESCRIPTION

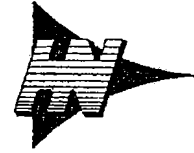
Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

Directors & Officers

Chairman of the Board
CHARLES J. HUNTLEY, SR., L.S.
Senior Vice President
ROBERT L. SPROLES, P.E.
President Retired
LESTER O. NYCE, P.E.
President & C.E.O.
CHARLES J. HUNTLEY, JR., L.S.
Vice President
REZA A. HAKIMI
Vice President
TOM CHAO, M.E., P.E.

HUNTLEY, NYCE & ASSOCIATES, LTD.

SURVEYING – CIVIL ENGINEERING – LAND PLANNING
751 Miller Drive, S.E.
Suite F-2
Leesburg, Virginia 20175
Telephone: (703) 779-4905 • Facsimile: (703) 779-2490
www.huntleynyce.com



**LEGAL DESCRIPTION
PHASE 6
“THE CONDOMINIUMS AT KIRKPATRICK FARMS”
BEING A PORTION OF
SECTION F ~ KIRKPATRICK FARMS
INSTRUMENT 20040901-0093455
DULLES ELECTION DISTR CT
LOUDOUN COUNTY, VIRGINIA**

COMMENCING at the Southeasternmost corner of Parcel D-1A ~ Section D-1 ~ Kirkpatrick Farms ~ Instrument 20040505-0044227, said corner also lying in the Western Right-of-Way line of Destiny Drive ~ 57' Right-of-Way ~ Instrument 20030320-002979, said corner being common to the Northeastern corner of Phase 1 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms ~ Instrument 20040901-0093455;

THENCE departing said Western Right-of-Way line of Destiny Drive, and running with the Southern Boundary line of said Parcel D-1A ~ Section D-1 ~ Kirkpatrick Farms, S 68°51'05” W 443.50 feet to the **POINT OF BEGINNING**, said **POINT OF BEGINNING** being a common corner to the Northeastern corner of Phase 5 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms and a common corner to the Northwestern corner 4 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms ~ Instrument 20040901-0093455 ;

THENCE departing the Southern Boundary line of said Parcel D-1A ~ Section D-1 ~ Kirkpatrick Farms running through said Section F ~ Kirkpatrick Farms the following three (3) courses and distances;

S 21°08'55” E 137.50 feet with the Western Phase line of said Phase 4 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms to a point, said point being a common corner to the Southwestern corner of said Phase 4 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms, a common corner to the Northwestern corner of Phase 5 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms and a common corner to the Northeastern corner of Phase 7 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms;

S 68°51'05” W 134.56 feet with the Northern Phase line of said Phase 7 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms to a point, said point being a common corner to the Southeastern corner of Phase 8 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms, said point lying N 68°51'05” E 9.40 feet from a point that is a common corner to the Northwestern corner of said Phase 7 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms and a common corner to the Northeastern corner of Phase 9 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms ;

N 21°08'55” W 137.50 feet with the Eastern Phase line of said Phase 8 ~ “The Condominiums at Kirkpatrick Farms” ~ Section F ~ Kirkpatrick Farms to a point in the Southern Boundary line of said Parcel D-1A ~ Section D-1 ~ Kirkpatrick Farms, said point

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Address: 4 41870 Inspiration Ter
Order Date: 02-21-2020
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being a common corner to the Northeastern corner of said Phase 8 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms;

THENCE departing the Eastern Phase line of said Phase 8 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms and running with the Southern Boundary line of said Parcel D-1A ~ Section D-1 ~ Kirkpatrick Farms N 68°51 '05" E 134.56 feet to the **POINT OF BEGINNING** and containing 18,502 square feet ~ 0.4247 acre of land more or less as shown on a plat prepared by Huntley, Nyce & Associates, Ltd. entitled "**Exhibit D Condominium Plat Showing Submitted Land, Additional Land, Existing Improvements and Existing Easements** ~ "The Condominiums At Kirkpatrick Farms," dated October 25, 2005 and last revised January 13, 2006.

Huntley, Nyce & Associates, Ltd.
1 May 2006

EXHIBIT "B"
TO
AMENDMENT

COMMON ELEMENT INTEREST SCHEDULE

Order: VZ93V52YW
Address 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

Exhibit B
Common Element Interest Schedule

Phase	Unit	Type	Par Value	Common Element Interest
1	0001A	B	1650	5/312
1	0001B	T	2640	1/39
1	0001C	B	1650	5/312
1	0001D	T	2640	1/39
1	0001E	B	1650	5/312
1	0001F	T	2640	1/39
1	0001G	B	1650	5/312
1	0001H	T	2640	1/39
2	0002A	B	1650	5/312
2	0002B	T	2640	1/39
2	0002C	B	1650	5/312
2	0002D	T	2640	1/39
2	0002E	B	1650	5/312
2	0002F	T	2640	1/39
2	0002G	B	1650	5/312
2	0002H	T	2640	1/39
3	0003A	B	1650	5/312
3	0003B	T	2640	1/39
3	0003C	B	1650	5/312
3	0003D	T	2640	1/39
3	0003E	B	1650	5/312
3	0003F	T	2640	1/39
3	0003G	B	1650	5/312
3	0003H	T	2640	1/39
4	0004A	B	1650	5/312
4	0004B	T	2640	1/39
4	0004C	B	1650	5/312
4	0004D	T	2640	1/39
4	0004E	B	1650	5/312
4	0004F	T	2640	1/39
4	0004G	B	1650	5/312
4	0004H	T	2640	1/39
5	0005A	B	1650	5/312
5	0005B	T	2640	1/39
5	0005C	B	1650	5/312
5	0005D	T	2640	1/39
5	0005E	B	1650	5/312
5	0005F	T	2640	1/39
5	0005G	B	1650	5/312
5	0005H	T	2640	1/39
6	0006A	B	1650	5/312
6	0006B	T	2640	1/39
6	0006C	B	1650	5/312
6	0006D	T	2640	1/39

Phase	Unit	Type	Par Value	Common Element Interest
6	0006E	B	1650	5/312
6	0006F	T	2640	1/39
6	0006G	B	1650	5/312
6	0006H	T	2640	1/39
Total:			102960	1

EXHIBIT "D" AND "E"
TO
AMENDMENT

PLATS AND PLANS

Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

Return to

James M. Sack, Esq.
Sack & Associates, P.C.
8270 Greensboro Drive
Suite 630
McLean, Virginia 22102

**KIRKPATRICK FARM
DEED OF TRUST**

THIS DEED OF TRUST (the "Deed of Trust"), made this 12 day of Sept., 2000, by and among KIRKPATRICK L.C., a Virginia limited liability company ("Grantor"), and JAMES M. SACK and ROBERT A. HARRIS IV. Trustees, as trustees, either of whom may act alone (whether one or more hereinafter referred to as "Trustees"). trustees for the benefit of NVR, Inc., a Virginia corporation, its successors, participants and assigns (collectively referred to as "Beneficiary").

WITNESSETH:

Grantor and Beneficiary have entered into a series of ten (10) Lot Purchase Agreements dated June 30, 2000 (the "Agreements") whereby Grantor has agreed to sell and Beneficiary has agreed to purchase certain property described in those Agreements. As consideration, Beneficiary has and will tender good-faith Deposits in the collective amount of Eight Million Thirty Nine Thousand Seven Hundred Fifty Dollars (\$8,039,750.00) (the "Deposits") to Grantor. The Deposits are to be credited to Beneficiary as defined in the Agreements (the "Deposit Credits"). This Deed of Trust is to secure the Deposits, and to secure the performance by Grantor of certain obligations under the Agreements.

Grantor, in consideration of the indebtedness herein recited and the trust herein created, hereby grants and conveys to Trustees in trust, with power of sale, the real property located in the County of Loudoun, Virginia, more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Secured Lots").

TOGETHER with all improvements now or hereafter erected thereon;

TOGETHER with all tenements, hereditaments, easements, rights of way, franchises, licenses, permits and appurtenances in any way belonging or related thereto, and any reversions or remainders; and also all present and future leases of said real property or any part thereof, and all extensions, renewals and modifications thereof, or substitutions therefor and guarantee thereof, and all rents, issues and profits therefrom;

TOGETHER with all right, title and interest of Grantor, if any, in and to the land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the above described real estate to the center line thereof;

TO HAVE AND TO HOLD the above granted property (the "Property") with the appurtenances, and any after-acquired title Grantor may subsequently obtain therein, unto Trustees, their survivor, or other successors in trust, forever; and Grantor warrants specially the title to the Property, free from any liens prior to this Deed of Trust except as may be allowed herein, and will execute such further assurances of title as may be requisite.

PROVIDED, ALWAYS, however, that if Grantor shall perform fully under the Agreements, and shall fully comply with every material covenant and condition set forth herein, then these presents and the estate hereby granted shall cease, and be void, provided, further, that until the happening of any occurrence or event which gives Beneficiary the option to assert a breach of any or all of the Agreements, Grantor shall have the right to possess and enjoy the Property.

This conveyance is made in trust to secure and enforce the performance of the covenants and agreements of Grantor herein contained and the obligations of Grantor under the Agreements until such time as the Deposit is fully credited to Beneficiary in accordance with the Agreements.

AND Grantor jointly and severally covenants and agrees as follows:

1. Performance of Obligations By Grantor. Grantor will promptly and diligently perform its obligations under the Agreements.
2. Performance of Obligations by Beneficiary. Beneficiary will promptly and diligently perform its obligations under the Agreements.
3. Taxes. Grantor will pay when due all taxes, assessments, water rates, sewer rents and other charges now or hereafter payable related to the Property, and if Grantor fails to do so, Beneficiary may, with prior written notice to Grantor, pay the same or any of them. Monies so paid shall be added to the amount of Deposits and shall be credited to the Beneficiary in accordance with the terms of the Agreements.
4. Insurance. Grantor shall keep any improvements on the Property insured against damage by fire and the other hazards covered by a standard extended coverage insurance policy for the full insurable value thereof (which, unless Beneficiary shall otherwise agree in writing, shall mean the full repair and replacement value thereof without reduction for depreciation or co-insurance). All such insurance shall be in such form and with such companies as may be determined by Grantor, and subject to the approval of the Beneficiary, said approval not to be unreasonably withheld, conditioned or delayed. Grantor shall name Beneficiary as mortgagee pursuant to a standard mortgagee clause, without contribution. If Grantor fails to comply with

this Paragraph, Beneficiary may, with prior written notice to Grantor, and at Beneficiary's option, effect such insurance from year to year and pay the premiums therefor. Monies so paid shall be added to the amount of Deposits hereby secured and shall be payable on demand. If the Grantor receives any money from such insurance for a loss of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) or less, such amount may be retained by the Grantor. If Grantor receives any money from such insurance for a loss in excess of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00), such amount may, at the option of Beneficiary, be retained and applied by Beneficiary toward the next Deposit Credits secured by this Deed of Trust, to be applied in the order of applicability, whether or not the same are then due and payable. In the event of a foreclosure of this Deed of Trust, Beneficiary shall succeed to all rights of Grantor, in and to all policies of insurance required herein.

5. Default.

a. Subject to the Grantor's right to cure as hereunder set forth, the whole of the Deposits hereby secured shall become due at the option of Beneficiary after default by Grantor under any of the Agreements and the expiration of any other applicable cure periods pursuant to the Agreements, or (i) after default in the payment when due of any tax, assessment, water rate, sewer rent or other charge on or against the Property; or (ii) after default with respect to the insurance requirements herein; or (iii) upon the actual or threatened waste of the Property; or (iv) after default hereunder concerning any Federal or local tax lien on the Property; or (v) upon default in the observance or performance of any other material covenants of Grantor under the Agreements or hereunder; or (vi) if by order of a court of competent jurisdiction, a receiver or liquidator or trustee of Grantor, or of any of its property, shall be appointed and shall not have been discharged within ninety (90) days, or shall be consented to by Grantor, or if Grantor shall be adjudicated bankrupt or insolvent, or any of the property of Grantor shall have been sequestered and such decree shall have continued undischarged and unstayed for ninety (90) days after the entry thereof, or if Grantor shall file a voluntary petition in bankruptcy or a petition for reorganization under any applicable state or federal law, or if any involuntary petition against Grantor under any such law shall be filed against Grantor and shall not have been discharged within one hundred eighty (180) days after the filing thereof, or if Grantor shall make an assignment for the benefit of creditors.

b. In the event of default by the Grantor which shall lead to a foreclosure pursuant to the terms of this Deed of Trust, the Beneficiary shall be entitled to seek a deficiency judgment in the event that the amount realized at the foreclosure sale shall not be sufficient to pay the Deposits, the trustees' fees, attorneys' fees, and all other costs relative to the foreclosure sale.

c. There shall be no personal liability on the part of the Grantor or any of the corporate officers and directors thereof for the repayment of the Deposits secured by this Deed of Trust.

d. The existence of any event of default referred to in this Deed of Trust shall constitute an event of default thirty (30) days after the Beneficiary shall have mailed written notice of default to the Grantor, which notice shall generally set forth the nature and extent of such default, and the action that must be taken by the Grantor to cure such default. The Grantor shall be permitted to fully and completely cure any event of default referred to herein within the aforesaid thirty (30) day period provided, however, that if such event of default can not reasonably be cured within such thirty (30) day period but the Grantor has undertaken to cure such default in good faith, and diligently and in a commercially reasonable manner, continues to take steps to cure such default, then the Grantor's right to cure shall be extended for such reasonable period of time as may be necessary to fully effect such cure.

6. Grantor's Development Rights. Nothing set forth in this Deed of Trust shall be construed to prohibit, limit, restrict or impede the Grantor from taking any actions that the Grantor may deem necessary or desirable in connection with the design, planning, development, engineering or improvement of the Property, including, without limitation: (i) requesting or seeking to amend any development plan, development condition or proffers relating to the Property; or (ii) the granting of record to any applicable governmental authority, utility or other person or entity or dedicating or conveying any and all rights of way, drainage, detention and utility easements, trail easements, ingress and egress easements, construction easements, grading easements, easements for cable television, slope, sight distance, and other easements; or (iii) undertaking such boundary line adjustments or subdivisions of all or any portion of the Property. The Beneficiary agrees to promptly execute, acknowledge and deliver such consents, acknowledgements, certifications, applications, permits or other documents, contracts or agreements, that may be reasonably required by the Grantor in connection with the development, design, engineering, planning or improvement of the Real Property.

7. Beneficiary Actions. After any default in the performance of any of Grantor's covenants herein, and after the expiration of any applicable cure periods pursuant to the Agreements, Beneficiary may, at its option, perform the same and the cost thereof (including, but not limited to reasonable attorneys' fees) shall immediately be due from Grantor to Beneficiary on demand and shall be included within the Deposits hereby secured.

8. Notice. Every provision for notice and demand or request shall be deemed fulfilled and effective when in writing and when either (a) personally served on any one of the persons who shall at the time hold the record title to the Property, or on their personal representatives or successors, or (b) placed in the mail by depositing it in the U.S. Mail, enclosed in a postpaid envelope addressed to any one of such persons at his or their address last known to Beneficiary. As of the date hereof, such addresses are as set forth in Paragraph 24 hereof.

9. Fees and Costs. If after default hereunder by Grantor, and after the expiration of any applicable cure period pursuant to the Agreements, Beneficiary shall incur or expend any sums, including but not limited to reasonable attorneys' fees, whether in connection with any action or proceeding or not, to sustain the lien of this Deed of Trust or its priority, or to protect or

enforce any of its or their rights hereunder, all such sums shall on notice and demand be paid by Grantor, and shall be deemed to be included within the Deposits hereby secured.

10. Condition of Property. Grantor will maintain the Property in good condition and repair, will not allow the Property to waste, and will comply with all statutes and requirements of any governmental authority relating to the Property, including all applicable environmental laws and regulations; Grantor will at all times keep the Property free and clear of any mechanics' liens.

11. Inspection. Upon prior notice to Grantor, Beneficiary and any persons authorized by Beneficiary shall have the right to enter and inspect the Property at all reasonable times.

12. Waivers; Beneficiary's Discretion in Enforcement. Any failure by Beneficiary to insist upon the strict performance by Grantor of any of the provisions hereof shall not be deemed to be a waiver of any of the provisions hereof, and Beneficiary, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Grantor of any and all of the provisions of this Deed of Trust. Beneficiary may proceed to seek foreclosure or any other relief available at law or in equity in any order which Beneficiary may determine, in its sole discretion. Grantor hereby waives all benefit that might accrue to Grantor by virtue of any present or future homestead exemption or other law exempting the Property, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale on execution, or providing for any appraisal, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment, any right to have the Property marshaled; and any right to trial by jury in any action brought on, under or by virtue of this Deed of Trust.

13. Foreclosure. Subject to the terms and provisions set forth herein and after the expiration of any applicable cure period, if default should be made in the payment of the Deposits hereby secured, Trustees shall thereupon or at any time thereafter, at the request of Beneficiary, declare the Deposits hereby secured to be at once due and payable, and after providing and publishing notice of such sale as is required by applicable law, sell the Property or any portion thereof requested by Beneficiary to be sold, as an entirety or in parcels, by one sale or by several postponement of sales as may be deemed by Trustees to be appropriate and without regard to any right of Grantor or any other person to the marshalling of assets, at public auction, at such time or times, at such place or places, and upon such terms and conditions as Trustees shall deem appropriate. The terms of sale being complied with, Trustees shall deliver to the purchaser Trustees' deed conveying the Property so sold, without any covenant or warranty expressed or implied. The recitals in Trustees' deed shall be prima facie evidence of the truth of the statements made therein. Upon any sale of the Property under this Deed of Trust whether under the assent to a decree, the power of sale, or by equitable foreclosure, the proceeds of sale shall be applied (after paying all expenses of sale, including reasonable attorneys' fees and a commission to the Trustees making the sale of two percent (2%) of the amount of the said sale or sales, and also all taxes and assessments, rents and prior liens thereon due which Trustees or Beneficiary deem it advisable or expedient to pay, and all sums advanced as herein provided for) to the payment of all then due real estate taxes, to the payment of the Deposits hereby secured

(including all other applicable fees and charges, if any, to the date of payment), to all other liens according to their priority, and finally paying over the surplus of such sale proceeds, if any, to Grantor or to any person entitled thereto upon the surrender and delivery to the purchaser of possession of the Property, hereunder, less the expense, if any, of obtaining possession thereof. Immediately upon the first insertion of any advertisement or notice of sale, Grantor shall owe all expenses incident to said advertisement or notice, all court costs and all expenses incident to any foreclosure proceedings under this Deed of Trust, including reasonable attorneys' fees and a commission on the total amount of the indebtedness equal to one percent (1%) of the then indebtedness hereby secured, and no party shall be required to receive only that portion of the indebtedness hereby secured attributable to the Note unless the same be accompanied by a tender of the Deposits hereby secured.

14. Rights Cumulative; Survival. The rights and powers of Beneficiary and Trustees arising under this Deed of Trust shall be separate and cumulative and none of them shall be in exclusion of the others. All covenants, representations and warranties of Grantor hereunder survive recording of this Deed of Trust and continue thereafter.

15. Subordination. Beneficiary acknowledges and agrees that as of the date of this Deed of Trust is a second priority Deed of Trust. This Deed of Trust is expressly subordinate to the lien, operation and effect of all of the terms and conditions of that certain Deed of Trust and Security Agreement dated December 1, 1999, and recorded December 2, 1999, at Deed Book 1734, Page 741, among the land records maintained in the Clerk's Office of the Circuit Court of Loudoun County, Virginia (the "Prior Deed of Trust"). The Grantor agrees to exercise reasonable, good faith efforts to assure that the beneficiary under the Prior Deed of Trust shall give the Beneficiary of this Deed of Trust notice of any default under or pursuant to the terms and conditions of the Prior Deed of Trust, or notice of default of any amount secured thereby.

16. Mandatory Partial Releases Upon Release of Prior Deed of Trust. Beneficiary agrees that, notwithstanding anything to the contrary contained herein, provided that (a) there is no uncured event of default existing under or pursuant to the terms and conditions hereof; and, (b) there is no uncured event of default existing under or pursuant to the terms and conditions of the Agreements, then the Beneficiary shall, at the cost and expense of the Grantor, execute, acknowledge and deliver a partial release of this Deed of Trust with respect to any and all of the property that may be released from the terms and conditions of the Prior Deed of Trust; provided however, that such partial release of this Deed of Trust pursuant to the provisions of this Section shall not result in there being less than Five Hundred (500) of the Lots at the Property that are to be sold by the Grantor to the Beneficiary subject to the lien, operation and effect of this Deed of Trust. The Beneficiary agrees to execute, acknowledge and deliver partial releases of this Deed of Trust within five (5) days of the date of delivery to the Beneficiary of certified true copies of releases of the lien of the Prior Deed of Trust with respect to all or any portion of the Property released from the lien, operation and effect of the Prior Deed of Trust. The Beneficiary further agrees to promptly provide to the Grantor partial releases of the lien of this Deed of Trust as the Deposit is credited to the purchase of the Property by the Beneficiary (or its successors or assigns) in accordance with the terms of the Agreements.

17. Conditional Partial Releases. Beneficiary agrees that, notwithstanding anything to the contrary contained herein, provided that (a) there is no uncured event of default existing under or pursuant to the terms and conditions hereof; and, (b) there is no uncured event of default existing under or pursuant to the terms and conditions of the Agreements, then the Beneficiary shall, at the cost and expense of the Grantor, execute, acknowledge and deliver to the Grantor a Partial Release of this Deed of Trust with respect to any and all of the Property that may be released from the terms and conditions of the Prior Deed of Trust (the "Released Property") at such time as the Grantor has entered into a bona fide development loan commitment, contract or other agreement with a third-party lender pursuant to which the Grantor has agreed to subject the Released Property to a deed of trust, mortgage or other encumbrance for the benefit of such third-party lender (the "New Lien"). The Beneficiary agrees to execute, acknowledge and deliver Partial Releases of this Deed of Trust within five (5) days of the date of delivery to the Beneficiary of: (i) certified true copies of releases of the lien of the Prior Deed of Trust with respect to the Released Property; and (ii) a copy of the bona fide development loan commitment, contract or other agreement between the Grantor and a third-party lender relating to the New Lien.

18. Renewal/Refinancing of Prior Deed of Trust. In the event that the Grantor hereafter elects to renew, refinance, modify, or extend the amount due under and secured by the Prior Deed of Trust, the Beneficiary agrees to execute, acknowledge and deliver such agreements or other instruments as may be necessary to subordinate the lien, operation and effect of this Deed of Trust to the lien, operation, and effect of any deed of trust, mortgage, or other encumbrance recorded or to be recorded in connection with such renewal, refinancing, modification, or extension (the "Refinancing Lien"); provided, however, that in no event shall the Beneficiary be required to subordinate the lien operation and effect of this Deed of Trust to any Refinancing Lien if the principal balance of such Refinancing Lien exceeds fifty percent

(50%) of the then current fair market value of the property subject to such Refinancing Lien. The Beneficiary agrees to execute, acknowledge and deliver such subordination agreement or other instrument within five (5) days of the date of the delivery to the Beneficiary of: (i) a copy of the commitment, contract or other agreement pursuant to which the Grantor has agreed to renew, refinance, modify or extend the Prior Deed of Trust; and (ii) a copy of the MAI Appraisal indicating that principal balance of the Refinancing Lien does not exceed fifty percent (50%) of the then current fair market value of the property subject to such Refinancing Lien.

19. Beneficiary's Performance Under and Pursuant to the Terms of the Agreement.

This Deed of Trust is made and entered into by the Grantor for the benefit of the Beneficiary to secure the Grantor's performance under and pursuant to the terms of the Agreements. In the event that the Beneficiary defaults under or pursuant to the terms and conditions of the Beneficiary's obligations arising out of or pursuant to the terms of all or any one (1) of the series of ten (10) Agreements (the "Defaulted Agreement"), the Beneficiary agrees to promptly release this Deed of Trust, upon receipt of written demand therefor from the Grantor, as it relates to or otherwise encumbers the Property and the Secured Lots that are to be sold by the Grantor to the Beneficiary pursuant to the Defaulted Agreement.

20. Substitute Trustees. Beneficiary is hereby granted by Grantor the irrevocable power to appoint as often as it desires a substitute Trustee or Trustees hereunder and to remove Trustees to be exercised at any time hereafter, with or without cause and without notice of filing for record in the office where this instrument is recorded a Deed of Appointment and causing a copy thereof to be delivered to the Grantor. Upon the recordation of such Deed of Appointment, the Trustee so appointed shall thereupon, without any further act or deed of conveyance, become fully vested with identically the same title and estate in and to the Property and with all the rights and duties of such Trustee's predecessor in the trust hereunder with like effect as if originally named as Trustee.

21. Definitions. Wherever used in this Deed of Trust, unless the context clearly indicates a contrary intent the words "Deed of Trust" shall mean this Deed of Trust and any supplement or supplements hereto, the word "Grantor" shall mean Grantor and/or any subsequent owner or owners of the Property, the word "Beneficiary" shall mean "Beneficiary" of the Deposits secured by this Deed of Trust, the word "person" shall mean "an individual, corporation, partnership, trust or unincorporated association," the word "Property" shall include the real estate hereinbefore described, together with any condemnation awards and any other rights or property interests at any time made subject to the lien of this Deed of Trust by the terms hereof, and pronouns of any gender shall include the other genders, and either the singular or plural shall include the other. All other capitalized terms not defined herein shall have the meanings set forth in the Agreements.

22. Successors; Entire Agreement; Governing Law. This Deed of Trust and all other documents issued in conjunction therewith, shall be binding upon the parties thereto and their respective heirs, executors, administrators, personal representatives, successors and assigns. This Deed of Trust may not be changed orally, but only by an agreement in writing and signed by the

parties against whom enforcement of any waiver, change, modification or discharge is sought. The validity and construction of all matters pertaining to this Deed of Trust are to be determined according to the laws of the Commonwealth of Virginia.

23. Transfer of Property or Interest in Grantor. The Property shall at all times be owned by Grantor, both legally and equitably. Without Beneficiary's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed, the Property shall not be the subject matter of any transaction whereby the legal or equitable title to all or any part of said Property shall be transferred to anyone else, nor shall any part of the Property be leased, nor shall the Property be further encumbered, except as may be otherwise set forth herein or as Beneficiary shall specifically approve in writing.


24. Addresses. Communications to the Beneficiary hereunder should be addressed to: NVR, Inc., 7601 Lewinsville Road, Suite 300, McLean, Virginia 22102, Attention: Dennis Seremet. The address of Grantor is: Kirkpatrick L.C., 8614 Westwood Center Drive, Suite 900, Vienna, Virginia 22182.

25. Captions. The captions herein set forth are for convenience of reference only and shall not be deemed to define, limit, or describe the scope or intent of this Deed of Trust.

IN WITNESS WHEREOF, Grantor has executed this Deed of Trust as of the date first above written.

GRANTOR:

KIRKPATRICK L.C.

By:  _____ [SEAL]
Title: Managing Member _____

Commonwealth of Virginia)

To Wit

County of Fairfax)

I, Christina Sanders, a notary public in and for the jurisdiction aforesaid, do hereby certify that Ahmad H. Abdul-Baki, who is the Managing Member of KIRKPATRICK L.C., a party to a certain deed of trust bearing date of 12 day of Sept., 2000, and hereto annexed, personally appeared before me in said jurisdiction, the said Ahmad Abdul Baki being personally well-known to me as (or proved by the oath of credible witnesses to be) the person who executed the said Deed of Trust, and acknowledged the same to be his act and deed.

Given under my hand and seal this 12 day of Sept., 2000.

Christina Sanders
Notary Public

My Commission Expires: 03/31/02

EXHIBIT A
[PROPERTY DESCRIPTION]

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September 12, 2000 9:13 AM

Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

EXHIBIT "A"

TRACT NO. 1:

All that certain tract or parcel of land situate, lying and being in the County of Loudoun, Virginia, and more particularly described as follows:

1. 400 acres assigned to David James in partition of Benjamin James in Deed Book 3-Z, Page 101, less 3 acres 28 p. conveyed in Deed Book 5-Q, Page 211, 26 acres, 28 p. conveyed in Deed Book 7-D, Page 431, and 19.19 acres conveyed in Deed Book 8-M, Page 74;
2. 33 acres 20 perches acquired in Deed Book 7-C, page 50;
3. 20.602 acres acquired in Deed Book 8-U, Page 261 (less portion within Route #620).

LESS AND EXCEPT, HOWEVER, all of that certain parcel of land, together with all appurtenances thereto and improvements thereon, lying and situate in Loudoun County, Virginia, shown and labeled as "Lot #1" on the Plat attached to the Deed of Subdivision and Dedication recorded in Deed Book 1165 at Page 1627 among the land records of Loudoun County, Virginia and subsequently conveyed by HAZOUT, SA, a Swiss corporation, to CNG TRANSMISSION CORPORATION, a Delaware corporation, by Deed dated March 20, 1992 and recorded on April 30, 1992 in Deed book 1165 at Page 1631, among the said County land records, and described therein as follows:

Beginning at a point on the westerly side of the 30 foot CNG Transmission Corporation permanent easement conveyed and described in Deed Book 1142 at Page 1140 among the land records of Loudoun County, Virginia, said point being S. 59° 27' 08" E. 334.19 feet and S. 10° 56' 50" W. 1756.76 feet from an iron pipe found marking the northwesterly corner of Hazout S.A. (Deed Book 742, Page 360); thence through the property of said Hazout, SA, S. 57° 05' 45" E. 200.00 feet to a point, S. 10° 56' 50" W. 300.00 feet to a point, N. 57° 05' 45" W. 200.00 feet to a point on the westerly side of the aforementioned 30 foot permanent easement; thence along said easement N. 10° 56' 50" E. 300.00 feet to the point of beginning containing 1.37741 acres of land, more or less

TRACT NO. 2:

BEGINNING at a point in the westerly right of way line of State Route 659, a 40 foot wide roadway, said point being a corner to other property of B.B. Byrne, now or formerly, and said point being the Northeast corner of the herein described parcel; thence, with said right of way line S. 00° 54' 00" W. 231.41 feet to a point; thence with a curve to the left, having a radius of 526.79 feet for an arc distance of 234.72 feet to a point a corner to B. Mathew, now or formerly; thence departing said right of way line and with the line of said Mathew, S. 75° 48' 49" W. 123.27 feet to a point, a corner to J.H. Kirkpatrick, now or formerly; thence with said Kirkpatrick, N. 08° 07' 54" E. 492.95 feet to a point in the line of the aforementioned other property of B.B. Byrne, now or formerly; thence with said line N. 75° 40' 54" E. 5.74 feet to the point and place of beginning and containing 0.4921 acres, more or less, as shown on a plat of

R.B. Thomas, Ltd., dated November 15, 1976, recorded in Deed Book 757, at Page 432, among the land records of Loudoun County, Virginia.

LESS AND EXCEPT:

All of that certain parcel of land, together with all appurtenances thereto and improvements thereon, lying and situated in Loudoun County, Virginia and more particularly described in the certain Certificate and Affidavit of Partial Satisfaction dated September 12, 2000, and recorded September ____, 2000, in Deed Book ____, Page ____, among the said County land records and as more particularly described in that certain "Description of Real Property to be Released Pursuant to Certificate and Affidavit of Partial Satisfaction" attached hereto.

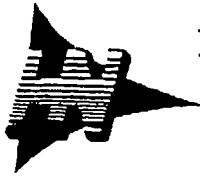
\\Production\dlr\clients\0707425\00001\AGT\000911 Exhibit A.doc

EXHIBIT A

**Description of Real Property to be Released
Pursuant to Certificate and Affidavit of Partial Satisfaction**

K:\07\07425\00001\000822 Exhibit Cover.doc

Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
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**METES AND BOUNDS DESCRIPTION
OF A PORTION OF THE LANDS OF
KIRKPATRICK, L.P.**

RELEASE PARCEL "A"

PIN #'S 249-39-3807 AND 206-38-3611

DEED BOOK 1734 PAGE 738

MERCER ELECTION DISTRICT ~ DULLES MAGISTERIAL DISTRICT
LOUDOUN COUNTY, VIRGINIA

Beginning at an iron pipe set at the northernmost corner of the lands of Betty Pearl Hott ~ Deed Book 648 Page 537 and Deed Book 1168 Page 1081 ~ PIN# 206-28-0169, said iron pipe set also being on the western right of way line of Gum Springs Road ~ Virginia State Route #659 ~ variable width right of way, and being the southeasternmost corner of Release Parcel "A" described herein;

Thence departing said western right of way line, and with said lands of Betty Pearl Hott S 79°49'42" W 122.93 feet (passing through an iron pipe found at 8.47 feet) to an iron buggy axle found;

Thence continuing with the intended northern line of said lands of Betty Pearl Hott, then with the lands of Donald R. Furlong and Roberta C. Furlong ~ Deed Book 504 Page 493 ~ PIN# 206-27-0745 S 80°43'26" W 1215.61 feet to a point;

Thence departing said northern line of said Donald R. Furlong and Roberta C. Furlong, and through the lands of Kirkpatrick, L.P. the following seven (7) courses and distances:

N 58°44'24" W 300.16 feet to a point;

N 03°54'51" E 314.43 feet to a point;

N 77°17'03" E 47.87 feet to a point;

along a non-tangent curve to the left having a radius of 1000.00 feet, a delta of 32°50'59", an arc length of 573.34 feet, a tangent of 294.79 feet, and a chord bearing and distance of S 83°41'47" E 565.52 feet to a point;

N 79°52'44" E 546.59 feet to a point;

along a curve to the right having a radius of 2200.00 feet, a delta of 05°13'16", an arc length of 200.47 feet, a tangent of 100.31 feet, and a chord bearing and distance of N 82°29'21" E 200.40 feet to a point;

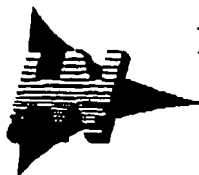
Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
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N 85°05'59" E 189.20 feet to a point, said point being on aforesaid western right of way line of Gum Springs Road;

Thence with said western right of way line the following two (2) courses and distances:

S 04°52'09" W 117.34 feet to an iron pipe set;

along a curve to the left having a radius of 497.46 feet, a delta of 26°01'22", an arc length of 225.94 feet, a tangent of 114.95 feet, and a chord bearing and distance of S 08°08'32" E 224.00 feet to the point of beginning and containing 565,868 Square Feet ~ 12.9905 Acres and being shown as Release Parcel "A" on a plat entitled "Exhibit Plat Showing Release Areas on the lands of Kirkpatrick, L.P.", dated July 20, 2000, and prepared by Huntley, Nyce & Associates, Ltd.;



HUNTLEY, NYCE & ASSOCIATES, LTD.

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METES AND BOUNDS DESCRIPTION OF A PORTION OF THE LANDS OF KIRKPATRICK, L.P.

RELEASE PARCEL "B"

PIN #'S 249-39-3807 AND 206-38-3611

DEED BOOK 1734 PAGE 738

MERCER ELECTION DISTRICT ~ DULLES MAGISTERIAL DISTRICT
LOUDOUN COUNTY, VIRGINIA

Commencing at an iron pipe set at the northernmost corner of the lands of Betty Pearl Hott ~ Deed Book 648 Page 537 and Deed Book 1168 Page 1081 ~ PIN# 206-28-0169, said iron pipe set also being on the western right of way line of Gum Springs Road ~ Virginia State Route #659 ~ variable width right of way;

Thence departing said western right of way line, and with said lands of Betty Pearl Hott S 79°49'42" W 122.93 feet (passing through an iron pipe found at 8.47 feet) to an iron buggy axle found;

Thence continuing with the intended northern line of said lands of Betty Pearl Hott, then with the lands of Donald R. Furlong and Roberta C. Furlong ~ Deed Book 504 Page 493 ~ PIN# 206-27-0745 S 80°43'26" W 1215.61 feet to a point;

Thence departing said northern line of said Donald R. Furlong and Roberta C. Furlong, and through the lands of Kirkpatrick, L.P. the following three (3) courses and distances:

N 58°44'24" W 300.16 feet to a point;

N 03°54'51" E 314.43 feet to a point;

N 77°17'03" E 47.87 feet to a point, said point being the **Point of Beginning**;

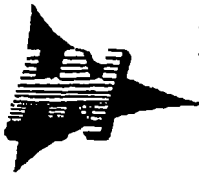
Thence departing said Point of Beginning, and continuing through the lands of Kirkpatrick, L.P. the following two (2) courses and distances:

on a prolongation of the previous course N 77°17'03" E 50.66 feet to a point;

N 19°52'08" W 1202.18 feet to a point, said point being on the southern line of the lands of Douglas O. Kent and Linda D. Kent ~ Deed Book 1346 Book 1526 ~ PIN# 206-47-6403;

Thence with said lands of Douglas O. Kent and Linda D. Kent the following three (3) courses and distances:

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Address: 41870 Inspiration Ter
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**METES AND BOUNDS DESCRIPTION
OF A PORTION OF THE LANDS OF
KIRKPATRICK, L.P.
RELEASE PARCEL "C"
PIN # 249-39-3807**

**DEED BOOK 1734 PAGE 738
MERCER ELECTION DISTRICT ~ DULLES MAGISTERIAL DISTRICT
LOUDOUN COUNTY, VIRGINIA**

Commencing at an iron pipe set at the northernmost corner of the lands of Betty Pearl Hott ~ Deed Book 648 Page 537 and Deed Book 1168 Page 1081 ~ PIN# 206-28-0169, said iron pipe set also being on the western right of way line of Gum Springs Road ~ Virginia State Route #659 ~ variable width right of way;

Thence departing said western right of way line, and with said lands of Betty Pearl Hott S 79°49'42" W 122.93 feet (passing through an iron pipe found at 8.47 feet) to an iron buggy axle found;

Thence continuing with the intended northern line of said lands of Betty Pearl Hott, then with the lands of Donald R. Furlong and Roberta C. Furlong ~ Deed Book 504 Page 493 ~ PIN# 206-27-0745 S 80°43'26" W 1215.61 feet to a point;

Thence departing said northern line of said Donald R. Furlong and Roberta C. Furlong, and through the lands of Kirkpatrick, L.P. the following three (3) courses and distances:

N 58°44'24" W 300.16 feet to a point;

N 03°54'51" E 314.43 feet to a point;

N 77°17'03" E 47.87 feet to a point, said point being the **Point of Beginning**;

Thence departing said Point of Beginning, and continuing through the lands of Kirkpatrick, L.P. the following fourteen (14) courses and distances:

along a non-tangent curve to the right having a radius of 1000.00 feet, a delta of 14°25'03", an arc length of 251.63 feet, a tangent of 126.49 feet, a chord bearing and distance of N 60°03'46" W 250.97 feet to a point;

along a curve to the left having a radius of 1000.00 feet, a delta of 34°55'51", an arc length of 609.66 feet, a tangent of 314.64 feet, a chord bearing and distance of N 70°19'10" W 600.26 feet to a point;

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along a curve to the right having a radius of 580.00 feet, a delta of 48°47'53", an arc length of 493.98, feet, a tangent of 263.09 feet, a chord bearing and distance of N 63°23'09" W 479.18 feet to a point;

N 51°00'48" E 28.50 feet to a point;

N 38°39'01" E 292.24 feet to point;

N 31°50'14" E 77.35 feet to a point;

S 29°06'57" E 27.69 feet to a point;

N 77°00'44" E 120.75 feet to a point;

S 89°45'01" E 50.35 feet to a point;

N 83°00'54" E 112.75 feet to a point;

N 06°40'06" W 75.25 feet to a point;

N 34°11'01" E 134.40 feet to a point;

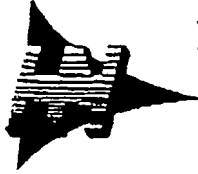
N 64°37'42" E 53.74 feet to a point;

N 43°58'09" E 159.76 feet to a point, said point being on the southern line of the lands of Douglas O. Kent and Linda D. Kent ~ Deed Book 1346 Book 1526 ~ PIN# 206-47-6403;

Thence with said lands of Douglas O. Kent and Linda D. Kent S 58°49'10" E 101.48 feet to a point;

Thence departing said lands of Douglas O. Kent and Linda D. Kent, and through the lands of Kirkpatrick, L.P. S 19°52'08" E 1202.18 feet to a point,

S 77°17'03" W 50.66 feet to the point of beginning and containing 673,027 Square Feet ~ 15.4506 Acres and being shown as Release Parcel "C" on a plat entitled "Exhibit Plat Showing Release Areas on the lands of Kirkpatrick, L.P.", dated July 20, 2000, and prepared by Huntley, Nyce & Associates, Ltd.;



HUNTLEY, NYCE & ASSOCIATES, LTD.
SURVEYING - CIVIL ENGINEERING - LAND PLANNING

45150 RUSSELL BRANCH PKWY. • SUITE 100 • ASHBURN, VIRGINIA 20147
(703) 729-0145 • FAX (703) 729-2891

DIRECTORS

CHAIRMAN OF THE BOARD
CHARLES J. HUNTLEY

PRESIDENT
LESTER O. NYCE P.E.

VICE PRESIDENT
ROBERT L. SPROLES P.E.

**METES AND BOUNDS DESCRIPTION
OF A PORTION OF THE LANDS OF
KIRKPATRICK, L.P.
RELEASE PARCEL "D"
PIN # 249-39-3807
DEED BOOK 1734 PAGE 738
MERCER ELECTION DISTRICT ~ DULLES MAGISTERIAL DISTRICT
LOUDOUN COUNTY, VIRGINIA**

Commencing at the northernmost corner of the lands of Kirkpatrick, L.P., said corner being marked by an iron pipe set on the southern line of the lands of Virginia Industrial Properties I, L.P. ~ Deed Book 1084 Page 496 ~ PIN# 205-36-2224;

Thence through the lands of Kirkpatrick, L.P. S 11°59'09" E 987.98 feet to the **Point of Beginning**;

Thence departing the Point of Beginning, and continuing through the lands of Kirkpatrick, L.P. the following ten (10) courses and distances:

S 78°13'58" E 355.38 feet to a point;

N 02°05'42" E 79.63 feet to a point;

N 82°32'48" E 220.36 feet to a point;

S 78°13'58" E 91.23 feet to a point;

S 85°34'53" E 71.45 feet to a point;

along a non-tangent curve to the left having a radius of 677.11 feet, a delta of 25°34'02", an arc length of 302.15 feet, a tangent of 153.63 feet, and a chord bearing and distance of S 08°21'54" E 299.64 feet to a point;

S 21°08'55" E 198.59 feet to a point;

S 68°51'05" W 795.22 feet to a point;

N 78°13'58" W 255.67 feet to a point;

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N 11°46'02" E 720.00 feet to the Point of Beginning and containing 545,233 Square Feet ~ 12.5168 Acres and being shown as Release Parcel "D" on a plat entitled "Exhibit Plat Showing Release Areas on the lands of Kirkpatrick, L.P.", dated July 20, 2000, and prepared by Huntley, Nyce & Associates, Ltd.;

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DIRECTORS

CHAIRMAN OF THE BOARD
CHARLES J. HUNTLEY

PRESIDENT
LESTER O. NYCE P.E.

VICE PRESIDENT
ROBERT L. SPROLES P.E.

METES AND BOUNDS DESCRIPTION OF A PORTION OF THE LANDS OF KIRKPATRICK, L.P.

RELEASE PARCEL "H"

PIN #'S 249-39-3807

DEED BOOK 1734 PAGE 738

MERCER ELECTION DISTRICT ~ DULLES MAGISTERIAL DISTRICT
LOUDOUN COUNTY, VIRGINIA

Commencing at an iron pipe set at the northernmost corner of the lands of Betty Pearl Hott ~ Deed Book 648 Page 537 and Deed Book 1168 Page 1081 ~ PIN# 206-28-0169, said iron pipe set also being on the western right of way line of Gum Springs Road ~ Virginia State Route #659 ~ variable width right of way;

Thence departing said western right of way line, and with said lands of Betty Pearl Hott S 79°49'42" W 122.93 feet (passing through an iron pipe found at 8.47 feet) to an iron buggy axle found;

Thence continuing with the intended northern line of said lands of Betty Pearl Hott, then with the lands of Donald R. Furlong and Roberta C. Furlong ~ Deed Book 504 Page 493 ~ PIN# 206-27-0745, then with the lands of Martin F. Charpentier and Marian E. Charpentier ~ Deed Book 483 Page 471 ~ PIN# 206-26-5750, S 80°43'26" W 2002.42 feet to a point;

Thence departing said lands of Martin F. Charpentier and Marian E. Charpentier, and through the lands of Kirkpatrick, L.P. N 58°17'30" W 512.99 feet to the **Point of Beginning**;

Thence departing the Point of Beginning, and continuing through the lands of Kirkpatrick, L.P. the following thirteen (13) courses and distances:

on a prolongation of the previous course N 58°17'30" W 482.50 feet to a point;

along a curve to the right having a radius of 25.00 feet, a delta of 90°00'00", an arc length of 39.27 feet, a tangent of 25.00 feet, and a chord bearing and distance of N 13°17'30" W 35.36 feet to a point;

N 31°42'30" E 206.49 feet to a point;

along a curve to the right having a radius of 972.50 feet, a delta of 07°34'42", an arc length of 128.63 feet, a tangent of 64.41 feet, and a chord bearing and distance of N 35°29'51" E 128.54 feet to a point;

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N 39°17'12" E 209.47 feet to a point;

along a curve to the right having a radius of 25.00 feet, a delta of 84°00'12", an arc length of 36.65 feet, a tangent of 22.51 feet, and a chord bearing and distance of N 81°17'18" E 33.46 feet to a point;

N 33°17'24" E 28.50 feet to a point;

along a non-tangent curve to the left having a radius of 580.00 feet, a delta of 31°04'29", an arc length of 314.57 feet, a tangent of 161.26 feet, and a chord bearing and distance of S 72°14'51" E 310.73 feet to a point;

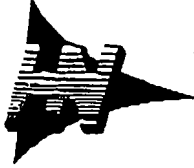
along a curve to the right having a radius of 1000.00 feet, a delta of 02°17'59", an arc length of 40.14 feet, a tangent of 20.07 feet, and a chord bearing and distance of S 86°38'06" E 40.13 feet to a point;

S 04°30'54" W 28.50 feet to a point;

S 07°22'01" W 123.19 feet to a point;

along a curve to the right having a radius of 500.00 feet, a delta of 24°20'29", an arc length of 212.42 feet, a tangent of 107.84 feet, and a chord bearing and distance of S 19°32'15" W 210.82 feet to a point;

S 31°42'30" W 367.89 feet to the point of beginning and containing 312,251 Square Feet ~ 7.1683 Acres and being shown as Release Parcel "H" on a plat entitled "Exhibit Plat Showing Release Areas on the lands of Kirkpatrick, L.P.", dated July 20, 2000, and prepared by Huntley, Nyce & Associates, Ltd.;



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DIRECTORS
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**METES AND BOUNDS DESCRIPTION
OF A PORTION OF THE LANDS OF
KIRKPATRICK, L.P.
RELEASE PARCEL "I"
PIN #'S 249-39-3807
DEED BOOK 1734 PAGE 738
MERCER ELECTION DISTRICT ~ DULLES MAGISTERIAL DISTRICT
LOUDOUN COUNTY, VIRGINIA**

Commencing at an iron pipe set at the northernmost corner of the lands of Betty Pearl Hott ~ Deed Book 648 Page 537 and Deed Book 1168 Page 1081 ~ PIN# 206-28-0169, said iron pipe set also being on the western right of way line of Gum Springs Road ~ Virginia State Route #659 ~ variable width right of way;

Thence departing said western right of way line, and with said lands of Betty Pearl Hott S 79°49'42" W 122.93 feet (passing through an iron pipe found at 8.47 feet) to an iron buggy axle found;

Thence continuing with the intended northern line of said lands of Betty Pearl Hott, then with the lands of Donald R. Furlong and Roberta C. Furlong ~ Deed Book 504 Page 493 ~ PIN# 206-27-0745 S 80°43'26" W 1215.61 feet to a point, said point being the **Point of Beginning**;

Thence departing the Point of Beginning and continuing with the lands of Donald R. Furlong and Roberta C. Furlong, then with the lands of Martin F. Charpentier and Marian E. Charpentier ~ Deed Book 483 Page 471 ~ PIN# 206-26-5750, on a prolongation of the previous course S 80°43'26" W 786.81 feet to a point;

Thence departing said lands of Martin F. Charpentier and Marian E. Charpentier, and through the lands of Kirkpatrick, L.P. the following ten (10) courses and distances:

N 58°17'30" W 512.99 feet to a point;

N 31°42'30" E 367.89 feet to a point;

along a curve to the left having a radius of 500.00 feet, a delta of 24°20'29", an arc length of 212.42 feet, a tangent of 107.84 feet, and a chord bearing and distance of N 19°32'15" E 210.82 feet to a point;

N 07°22'01" E 123.19 feet to a point;

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N 04°30'54" E 28.50 feet to a point;

along a non-tangent curve to the right having a radius of 1000.00 feet, a delta of 32°37'52", an arc length of 569.52 feet, a tangent of 292.72 feet, a chord bearing and distance of S 69°10'10" E 561.86 feet to a point;

along a curve to the left having a radius of 1000.00 feet, a delta 14°25'03", an arc length of 251.63 feet, a tangent of 126.49 feet, a chord bearing and distance of S 60°03'46" E 250.97 feet to a point;

S 77°17'03" W 47.87 feet to a point,

S 03°54'51" W 314.43 feet to a point;

S 58°44'24" E 300.16 feet to the point of beginning and containing 647,490 Square Feet ~ 14.8643 Acres and being shown as Release Parcel "I" on a plat entitled "Exhibit Plat Showing Release Areas on the lands of Kirkpatrick, L.P.", dated July 20, 2000, and prepared by Huntley, Nyce & Associates, Ltd.;

**THE CONDOMINIUMS AT KIRKPATRICK FARMS
POLICY RESOLUTION NO. 09-03**

(Policy and Procedures Concerning the Collection of Charges, Fees, and Assessments)

WHEREAS, Article VI, Section 1(b) and Article VI, Section 2(a) of the Bylaws of the Unit Owners Association of the Condominium at Kirkpatrick Farms (“Association”) empowers the Association to adopt a budget and annual common assessment to defray the Common Expenses of the Association, establish the means and methods of collecting such Assessments in accordance with the provisions of the Bylaws and the Declaration; and

WHEREAS, Article VI, Section 4 of the Bylaws of the Association provides the Board of Directors of the Association (“Board”) with the power to collect assessments; and

WHEREAS, Article III, Section 2(f) of the Bylaws of the Association provides the Board with the power to make and amend Rules and Regulations; and

WHEREAS, the Board has determined that it is in the best interest of the Association to adopt a formal collection policy, and:

WHEREAS, there is a need to establish orderly procedures for the billing and collection of said assessments;

NOW THEREFORE, BE IT RESOLVED THAT the Board duly adopts the following assessment procedures:

I. ROUTINE COLLECTION PROCEDURES

- A. All annual assessments shall be due and payable, in advance, with monthly installments due on the first day of the applicable month, and all installments of any special or additional assessments shall be due and payable on the date or dates specified in the notice of such special or additional assessment delivered or mailed to the owners (collectively “Due Date”). The Board shall retain authority to permit the payment of any special or additional assessment on a monthly, quarterly, semi-annual basis or annual basis. (As used herein, the term “special assessment” shall include any expressly authorized monetary charges imposed upon an Owner for violation of the Association’s governing documents.)
- B. All documents, correspondence, and notices relating to regular or special or additional assessments or other charges shall be mailed to the address which appears on the books of the Association or to such other address as is designated in writing by the applicable Owner. Notice of any special or additional assessment shall be sent to each Owner by first class mail, except in the case of any violation assessment, notice of such violation assessment shall be sent by Certified Mail, Return Receipt Requested. Each non-Resident Owner shall furnish the Board with an address where the Owner will at all times promptly and regularly receive mail. Any failure by an Owner to claim a certified mailing sent by the Association will not invalidate the notice issued by the Association.
- C. Non-receipt of payment coupons shall in no way relieve an Owner of the obligation to pay the amount of any regular monthly assessment by the applicable Due Date.

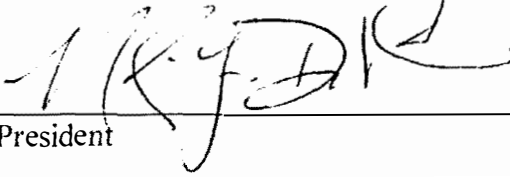
II. REMEDIES FOR NON-PAYMENT OF ASSESSMENTS

- A. Any assessment, or installment thereof, not paid within fifteen (15) calendar days after the applicable Due Date shall incur a late fee in the amount of \$10.00.
- B. A "Late Notice" may be sent to any Owner who has not paid any assessment in full by the close of business fifteen (15) calendar days after the applicable Due Date. The Board may charge the Owner with the costs it incurs through management or counsel to prepare and send this and any other late notices to the Owner.
- C. No additional notice of the imposition of interest, late fees, and cost of collection charges will be provided to an Owner other than the Late Notice. Any interest, late fees, and/or cost of collection charges imposed shall constitute a lien upon the Unit of the defaulting Owner.
- D. If a check is returned to an Owner because it has been improperly filled out (including but not limited to missing signature, amounts do not match, post dated) and is not resubmitted to the Association within thirty (30) calendar days after the applicable Due Date, the \$25.00 late fee and any cost of collection charge will be assessed to such Owner's account.
- E. Furthermore, if an Owner defaults in paying any sum properly assessed by the Association against such Owner's Unit by the fifteenth (15th) day of the assessments period, such assessment shall bear interest at a rate of six percent (6%) per annum from the original Due Date of such assessment or portion thereof up to and including the date of actual receipt by the Association of payment thereof.
- F. Upon notice to the Owner of the delinquent account, all remaining installment payments for that fiscal year shall be accelerated, and the entire balance of the applicable annual, special or additional assessment, as the case may be, shall be due and payable in full.
- G. If payment in full of any assessment, including any special assessment payable in installments, plus all associated interest, late fees, cost of collection charges, and returned check fees are not received by the Association or its appointed agent by date specified in the Late Notice, the Owner's account will be referred to an attorney for collection ("Counsel") and a "Notice of Intent to File Lien" shall be mailed to the Owner at the address listed on the books of the Association, or other address as furnished by the Owner, via Certified Mail, return receipt requested.
- H. If payment in full of any assessment, including any special or supplementary assessment payable in installments, plus all associated interest, late fees, cost of collection charges, and returned check fees, are not received by the Association or its duly appointed agent within thirty (30) calendar days after the "Notice of Intent to File Lien" has been issued, then any remaining installments of any special or supplementary assessments shall be accelerated and declared due and payable in full. The cost of filing the memorandum of lien will be added to the Owner's account. The Owner may be so notified with a copy of the memorandum of lien.
- I. If an Owner's check is not honored and is returned to the Association, a \$25.00 returned check charge shall be assessed against such Owner which shall be in addition to any applicable late fees, interest and cost of collection charges.

- J. Counsel for the Association shall take such other appropriate legal action as reasonably directed by the Board, including but not limited to filing a lawsuit and foreclosing on the Association's liens.
- K. If the Association receives from any Owner, in any accounting year, two or more returned checks for payments of such Owner's assessments or other payments, the Board may require all future payments to be made by certified check or money order for the remainder of such accounting year.
- L. All costs incurred by the Association as a direct result of any default specified herein shall be specifically assessed against such Owner and such Owner's unit as permitted herein. Such costs include, without limitation, actual legal or administrative expenses (regardless of whether suits or liens are filed) resulting from an Owner's failure to pay any assessment when due or from any other default by such Owner as provided herein.
- M. The Board may grant a waiver of late fees and/or interest upon petition in writing by an Owner alleging a personal hardship or other exceptional cause. Such relief granted to an Owner shall be appropriately documented in the Association's books and records along with the name of the person or persons representing the Board granting the relief and the conditions upon which such relief was granted. Waivers shall be made on a case-by-case basis upon review of particular circumstances. Furthermore, any waiver on one occasion shall not be deemed or construed as a waiver in any future instance of delinquency by such Owner or any other Owner.
- N. If a Unit Owner's account becomes more than sixty (60) days past due, the Association shall have the right to suspend a Unit Owner's access to any or all of the common areas or elements, to the extent that access to the Unit or Lot through the common areas or elements is not precluded and such suspension shall not endanger the health, safety or property of any Unit Owner. A Unit Owner shall not be entitled to vote at any meeting of the Association's membership or be elected to or serve on the Board of Directors if such unit owner is delinquent in the payment of any assessment, fee or charge owed to the Association seventy-two hours prior to the time of such meeting or election.
- O. Once an account has been referred to Counsel for collection, payments received towards the account will be credited in the following order of priority:
1. Charges for attorney's fees and costs.
 2. Late fees.
 3. Cost of collection charges.
 4. All interest accrued.
 5. All other charges incurred by the Association as a result of any default hereunder.
 6. Any assessment due for each Unit, including any special assessment thereon.

The effective date of this Resolution shall be December 31, 2009.

THE CONDOMINIUMS AT KIRKPATRICK FARMS



President

FOR ASSOCIATION RECORDS

I hereby certify that a copy of the foregoing Policy Resolution was mailed or hand-delivered to the members of The Condominiums at Kirkpatrick Farms on this 18 day of February, 2010.



John Adams, Managing Agent
Cardinal Management Group, Inc.

**THE UNIT OWNERS ASSOCIATION OF THE CONDOMINIUMS AT KIRKPATRICK
FARMS
POLICY RESOLUTION NO. 09-02**

(Policy and Procedures Maintenance and Replacement of Dryer Vents)

WHEREAS, Article III, Section 2 of the Bylaws assigns to the Board of Directors (“Board”) all of the powers and duties necessary for the administration of the affairs of the Association (“Association”); and

WHEREAS, Article III, Section 2(f) of the Bylaws grants the Board the power to make and amend rules and regulations for the Association; and

WHEREAS, Article IV, Section (c) of the Declaration provides that the heating and air-conditioning components serving only a Unit, are part of that Unit, and this Section also provides that if any chutes, flutes, ducts, conduits, wires, bearing walls or columns or wany other apparatus, lies partially within or outside of the Unit, any portions thereof serving only that Unit shall be deemed a part of that Unit; and

WHEREAS, Article VI, Section 5(b) of the Bylaws provides that “each Unit Owner shall keep his Unit and its equipment, appliances and appurtenances in good order, condition and repair and in a clean and sanitary condition”; and

WHEREAS, Article VI, Section 10 of the Bylaws states that the Association shall have the right of entry into any Unit if necessary to perform any maintenance or repair responsibilities of the Unit Owner so long as requests for entry are made in advance and that such entry is at a time reasonable convenient to the Unit Owner (except for emergency circumstances); and

WHEREAS, certain unit components, due to their nature, may constitute a risk to the health and safety of people and property within the Condominium if a Unit Owner fails to perform necessary maintenance on such components; and

WHEREAS for the protection of the property and the safety of all residents, the Board wishes to establish a policy regarding the inspection of dryer vents; and

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the Board duly adopts the following rules and policies.

A. Required Periodic Maintenance. Unit Owners are required to perform periodic cleaning and inspections of the dryer vents at least once every two (2) years. If the inspection shows maintenance is required for safe operation of the component, maintenance must be promptly performed.

B. Proof of Compliance. Unit Owners must demonstrate compliance with this policy by submitting a copy of a paid receipt from a professional company with experience and expertise in performing the required maintenance. The paid receipt must clearly demonstrate that the contractor has comprehensively inspected and preformed any necessary maintenance on the system, which, for dryer vents must explicitly reflect that the dryer vents were cleaned and inspected. The submission must be received by the Association by the deadline set forth in any notice issued by the Association.

The Board of Directors may, from time to time, promulgate certification and inspection forms for mandatory use by unit owners and their contractors. The deadline for the first inspection/cleaning of all unit components shall be April 30, 2010, and every two years thereafter.

C. Replacement Dryer Vents. All Unit Owners must ensure that any replacement dryer installed in their Unit must have manufacturer's specifications that meet or exceed code requirements relative to the length that the dryer vent runs serving such Unit Owner's unit at the time the replacement dryer is installed.

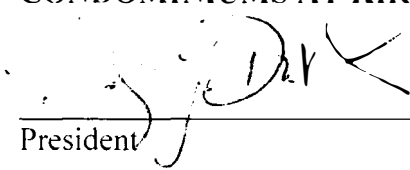
Prior to installing any replacement dryer, all Unit Owners must submit a written request to Management along with the appropriate documentation showing that the replacement dryer is compatible with the dryer vent serving such unit.

Upon receipt of the dryer vent replacement request, Management will review whether the replacement dryer is consistent with the dryer vent serving such unit and notify the owner of the decision within fifteen (15) days. Management shall approve all requests where the replacement dryer is consistent with the specifications for the dryer vent serving such unit, and deny all requests where the replacement dryer is inconsistent with the specifications for the dryer vent serving such unit. For any request that is denied the Association shall provide in writing the reason for its decision.

C. ENFORCEMENT. If any Unit Owner fails to completely comply with this policy, the Board of Directors reserves the right to exercise its power to retain one of the pre-selected contractors to perform the inspection and cleaning work and to then assess the Unit Owner with all of the costs, including, but not limited to, a \$100.00 administrative fee, as well as any legal, locksmith, or other professional fees incurred by the Association. In addition, the Board of Directors may initiate any other enforcement action against the Unit Owner, including, but not limited to, the imposition of monetary fines as a sanction for a violation of this policy in accordance with the Association's due process policy.

The effective date of this Resolution shall be December 31, 2009.

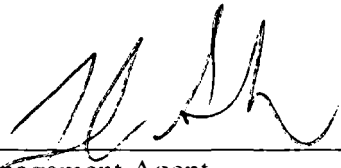
**THE UNIT OWNERS ASSOCIATION OF THE
CONDOMINIUMS AT KIRKPATRICK FARMS**



President

FOR ASSOCIATION RECORDS

I hereby certify that a copy of the foregoing Policy Resolution was mailed or hand-delivered to the members of The Unit Owners Association of the Condominiums at Kirkpatrick Farms on this 18 day of February, 2010.



Management Agent

RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Directors held December 16th

2009

Motion by: Janessa Stancato Seconded by: Adam Dean

	VOTE:			
	YES	NO	ABSTAIN	ABSENT
<u>Nadine DuVal</u> President				<u>X</u>
<u>[Signature]</u> Vice President	<u>✓</u>			
<u>Janessa Stancato</u> Secretary	<u>✓</u>			
<u>[Signature]</u> Treasurer	<u>X</u>			
<u>[Signature]</u> Director	<u>X</u>			

ATTEST:

Janessa Stancato
Secretary

12-16-09
Date

Resolution effective: December 31, 2009.

**THE UNIT OWNERS ASSOCIATION OF
THE CONDOMINIUMS AT KIRKPATRICK FARMS**

POLICY RESOLUTION NO. 10-03

(Procedures to Ensure Due Process in Enforcement Cases)

WHEREAS, Article III, Section 2 of the Bylaws for the Unit Owners Association of The Condominiums at Kirkpatrick Farms (“Association”) provides that the Board of Directors shall have all of the powers and duties necessary for the administration and affairs of the Association and may do all such acts and things, except for those matters which the Virginia Condominium Act (“Act”), the Association’s Declaration or the Bylaws require to be exercised and done by the Association; and

WHEREAS, Article III, Sections 2 and 2(f) of the Bylaws empower the Board to adopt and amend rules and regulations from time to time as needed for the benefit and enjoyment of The Condominiums at Kirkpatrick Farms (“Condominium”); and

WHEREAS, Article XI, Section 2 of the Bylaws provides that each Unit and the Common Elements shall be occupied and used in compliance with the Rules and Regulations which may be promulgated and amended by the Board of Directors; and

WHEREAS, Article XI, Section 2 of the Bylaws further provides that each Unit Owner shall be responsible for compliance with all rules and regulations by the Unit Owner’s family members, guests, agents, invitees and tenants; and

WHEREAS, Article X, Section 1(i) of the Bylaws provides that failure by a Unit Owner to comply with any of the terms of the Association’s Declaration, Bylaws and/or Rules and Regulations, shall subject such Unit Owner to other penalties that may be established by resolution of the Board of Directors, including, but not limited to, the imposition of charges, and further that such resolution is to be adopted in accordance with Section 55-79.80:2B of the Virginia Condominium Act, as amended, which requires that the Unit Owner be given an opportunity to be heard and represented by counsel before the Board of Directors; and

WHEREAS, for the benefit and protection of all Unit Owners, the Board deems it desirable to formally adopt a policy resolution to enable the Association, through its Board, to assess monetary charges, suspend privileges, and to establish a procedure for enforcement of the regulations of the Association which are consistent with principles of due process and Virginia law.

NOW THEREFORE, BE IT RESOLVED THAT the Board duly adopts the following due process procedures:

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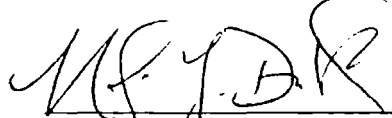
1. On behalf of the Association, the Board of Directors, through the Association's management, may issue a citation to any Unit Owner whose behavior or use of property does not conform to the Association Declaration, Bylaws and Rules and Regulations (collectively "the Condominium Instruments").
2. The Association shall first, excepting circumstances described in this Paragraph 2 that require immediate action, send a notice of citation in writing and deliver it personally or by ordinary first class mail, to the Unit Owner at his/her address listed in the Association's records, and to the property address, if the Unit Owner's listed address is different from the property address. The first notice of citation shall generally advise the Unit Owner of the nature of the offense, cite the specific provision within the Association's regulations which has allegedly been violated, specify the remedy required, and state the number of days within which the Unit Owner must complete corrective action. If the offense is of a nature that cannot be corrected, is not continuing in nature or involves the suspension of privileges for nonpayment of assessments, the Board shall have the right to forego the issuance of a first notice of citation and may proceed immediately with a second notice of citation consistent with the provisions of this paragraph 3, paragraph 4 and paragraph 5.
3. If the Unit Owner does not remedy the offense within the number of days requested in the notice of citation, the Association's Board shall issue a second notice of citation, which follows the basic form of the first notice of citation and include any additional information deemed important by the Association concerning the offense.
4. The second citation shall also advise the Unit Owner of the Association's power to impose monetary charges and to suspend privileges for offenses of the Association's regulations and shall inform the Unit Owner of his/her right to request a hearing before the Board of Directors to contest the citation. The notice of citation shall request the Unit Owner to confirm in writing by a certain date his/her desire for a hearing to contest the citation. The notice of citation shall also state the time, date and locating of the Board meeting at which the Board will render a decision in this matter, if no hearing is requested.
5. The Association shall deliver the second notice of citation by registered or certified mail, return receipt requested, and via first class mail, postage pre-paid, to the Unit Owner at his/her address listed in the Association's records, and to the property address, if the Unit Owner's listed address is different from the property address. Notification will be deemed effective if any Unit Owner fails or refuses to sign for any certified mailing from the Association.
6. If the Unit Owner does not remedy the offense within the number of days requested in the second notice of citation, and the Unit Owner has not requested a hearing in writing by or before the hearing confirmation date, the Unit Owner shall be deemed to admit the offenses set forth in the citation.

7. The Association's Board shall render a decision at the meeting set forth in the notice, even if the Unit Owner fails to request a hearing or respond to the notice of violation(s).
8. The Association's Board shall set the time, date and place of the hearing and meeting at its discretion. Upon a request for hearing, written notice of the time, date and place of the hearing shall be mailed to the Unit Owner by registered or certified mail, return receipt requested, and via first class mail, postage pre-paid, at least fourteen (14) days in advance of the hearing date. At the hearing, the Association's Board shall provide the Unit Owner with a reasonable amount of time to present any and all defenses to the citation. The Unit Owner may have counsel present at the hearing at their own expense.
9. Following the hearing or the meeting (if no hearing is requested), the Board shall meet privately to discuss whether satisfactory proof of the alleged violation was presented, and if so, whether monetary charges should be imposed and/or privileges should be suspended. The Board shall then hold a vote on whether satisfactory proof of the alleged violation was presented, and if so, whether monetary charges should be imposed and/or privileges should be suspended. All decisions shall require a majority vote of the members present on the Board, at a meeting where a quorum of the Board is present.
10. When the Board's judgment is unfavorable to the Unit Owner, the Board may impose monetary charges as an assessment against the Unit Owner's unit or suspend the Unit Owner's privileges. Monetary charges may not exceed \$50.00 for a single offense or \$10.00 per day for a maximum of ninety (90) days for any offense of a continuing nature, although the Association reserves the power to increase these maximum sanctions if the General Assembly enacts legislation in the future that permits the Association to do so. An offense of a continuing nature is defined as a violation of the Association's Condominium Instruments which, by its nature, remains a violation continuously for more than twenty-four (24) hours unless corrected by the Unit Owner. The Board shall treat monetary charges, and any permissible costs and attorneys fees, as an assessment against the Unit Owner's unit.
11. Notice of the decision of the Board shall be hand delivered or mailed via registered or certified mail, return receipt requested, and via first class mail, postage pre-paid, to the Unit Owner at their address of record with the Association within seven (7) days of the date of the hearing or meeting, if no hearing is requested.
12. The Association holds Unit Owners legally responsible for ensuring that the residents of their household, and their tenants, guests or invitees comply with the Association's Condominium Instruments.

13. The procedures outlined in this Resolution may be applied to all violations of the Association's Condominium Instruments, but do not preclude the Association from exercising other enforcement procedures and remedies authorized by the Association's legal documents, including, but not limited to, the initiation of suit or self-help remedies.

The effective date of this Resolution shall be this 28th day of April, 2010.

THE UNIT OWNERS ASSOCIATION OF
THE CONDOMINIUMS AT
KIRKPATRICK FARMS



President

THE UNIT OWNERS ASSOCIATION OF
THE CONDOMINIUMS AT KIRKPATRICK FARMS

POLICY RESOLUTION NO. 10-03
(Procedures to Ensure Due Process in Enforcement Cases)

RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Directors held April 28, 2010.

Motion by: Janessa Stancato Seconded by: Matthew Spaulding

VOTE:

	YES	NO	ABSTAIN	ABSENT
<u>[Signature]</u> President	✓	_____	_____	_____
<u>[Signature]</u> Vice President	✓	_____	_____	_____
<u>Janessa Stancato</u> Secretary/Treasurer	✓	_____	_____	_____
<u>[Signature]</u> Director/Treasurer	✓	_____	_____	_____
<u>Adam Dean</u> Director	_____	_____	_____	✓

ATTEST:

Janessa Stancato 4-28-10
Secretary Date

Resolution effective: April 28th, 2010.

CERTIFICATE OF MAILING

I hereby certify that a copy of this Resolution was mailed to all Unit Owners at their addresses of record this _____ day of _____, 2010.

John K. Adams, On-Site Manager

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**THE UNIT OWNERS ASSOCIATION OF THE CONDOMINIUMS AT KIRKPATRICK
FARMS
POLICY RESOLUTION NO. 10-01**

WHEREAS, the Board of Directors recognizes that some members of the community wish to operate businesses and various forms of commercial activity within their homes:

WHEREAS, Article XI, Section 1(a) of the Bylaws provides that except as provided in the Declaration, no Unit shall be used for any purpose other than housing, home occupations allowed by local zoning ordinances and subject to Rules and Regulations which may be promulgated by the Board of Directors, and the related common purposes for which the Property was designed: and

WHEREAS, Article III, Section 2(f) of the Association's Bylaws empowers the Board of Directors to make and amend Rules and Regulations: and

WHEREAS, the Board of Directors has determined it necessary to adopt a procedure in which residents can seek Board approval of home-based businesses that will be open to the public or receive substantial commercial activity in accordance with the Board's objective of maintaining and protecting the residential character of the community:

WHEREAS, the Board deems it in the best interest of the Association to adopt standards for the purpose of clarifying how the Association's Board will interpret and enforce Article XI, Section 1(a) of the Bylaws when in receipt of an application for a home-based business that will be open to the public or that will receive substantial commercial activity.

NOW, THEREFORE, BE IT RESOLVED, THAT THE BOARD ADOPTS THE FOLLOWING POLICY:

GENERAL PURPOSE OF POLICY

The Board of Directors seeks to protect and promote the residential character of the Condominium. Simultaneously, the Board recognizes that some forms of home offices and businesses are not inconsistent with the "residential nature of the Property." The purpose of this policy is to help the Board, and the community's membership define the parameters of home offices and businesses that are acceptable within the Condominium.

Those members who wish to take advantage of the Board's home office/home business policy must comply with the Criteria of Policy, as stated below. If the Board receives a formal complaint about a member's home office/home business, the proprietor of the home office/home business shall have the burden to show that his or her activity satisfies the Criteria of Policy; however, if the proprietor of the home office/home business received prior written approval from the Board for the activity, the burden to show that the activity does not satisfy the Criteria of Policy shall rest with the complainant.

CRITERIA OF POLICY

- 1) Any "home business" use that complies with the zoning for the Condominium property is presumed to comply with the Association's Condominium Instruments, Rules and Regulations, unless such use violates some other provision of the Condominium Instruments, Rules and Regulations.
- 2) Any member who establishes a "home office" (that term signifies an office for a licensed or certified practitioner) or conducts a "home business" from the home must take all necessary and appropriate steps to preserve the residential character of the property in both its external and internal appearance.

- 3) Any member who establishes a home office or conducts a home business must use the home as a primary place of residence. The home office or home business must constitute a secondary use ancillary to the use of the dwelling as a residence.
- 4) The activity of the home office or home business must not attract or use commercial vehicles within the community.
- 5) The activity of the home office or home business must not adversely affect the Association's ability to obtain or maintain its insurance coverage(s). The Board reserves the right to require the member to name the Association as an additional insured on the member's insurance policy in a manner satisfactory to the Board. If the member does not comply with the Board's requirement, the Board reserves the right to prohibit the member from operating the home office or home business within the community.
- 6) The activity of the home office or home business may involve the employment of one (1) employee, other than the dwelling's legal occupants.
- 7) The activity of the home office or home business must not involve the provision of services to any more than 3 persons within the dwelling at any one time, and no more than 5 persons in any single 24 hour period (except for childcare services, as set forth below).
- 8) The home office or home business must not use any exterior advertisement or display of any kind to show that the member uses the dwelling in any way other than for a residential dwelling.
- 9) The activity of the home office or home business must not involve the storage, use, or sale of goods, equipment or materials which are not customarily part of, or found within, a residential dwelling.
- 10) The activity of the home office or home business must not unreasonably disrupt the normal traffic or parking patterns anywhere within the community.
- 11) The activity of the home office or home business must not create unreasonable audible disturbances or noise. At all times, the activity of the home office or home business must respect the right of quiet enjoyment of all legal occupants within the community.
- 12) The home office or home business must not involve any activity which draws non-resident members to the community during the weekends or anytime before the hours of 7:00 a.m. or after 6:00 p.m. weekdays, except to the extent permitted by the Zoning Ordinance.
- 13) If the primary service of the home office or home business is the care or custody of children, the operator must ensure that the patrons will be safely and properly supervised and cared for at all times, particularly during the times of drop-off and pick-up and during any time when the patrons are in the common area.
- 14) Operators of child care services within their units must comply with all County requirements regarding the maximum number of children who may be placed under his or her care at any time, and must obtain and maintain all necessary licenses. This restriction shall be enforced strictly.
- 15) Operators of a child care service are strictly prohibited from utilizing the Association's recreational facilities in connection with the operation of their business.
- 16) The activity of the home professional office or business must be lawful in all respects and must fully comply with all applicable federal, state, and county laws and ordinances. In addition, the operator

of the professional office or business must obtain all applicable permits and licenses from the appropriate government agencies, which the proprietor must make available to the Board upon request. If any of the criteria described herein conflict with and/or are less restrictive than the County or State laws regarding the activity, the applicable County or State law shall govern.

HOME OCCUPATIONS NOT PERMITTED

Under no circumstances shall the following occupations be permitted within the Association:

- 1) Veterinary care of any kind;
- 2) Fee-based animal care of any kind;
- 3) Barbershops, beauty parlors, or hair care service of any kind;
- 4) Eating establishments;
- 5) Gift shops;
- 6) Repair services;
- 7) Antique shops.
- 8) Any businesses prohibited under the Loudoun County Zoning Ordinance.

This list is not designed to be comprehensive.

APPLICATION FOR APPROVAL PROCESS

Members who wish to operate a home office or home business must submit an application to the Association and receive prior approval from the Board of Directors or a standing or special committee of its choice, which may exercise all of the powers expressed herein. If the Board of Directors determines that the activity of the home business is in compliance with the above-stated criteria, it shall approve the application.

Members must ensure that the application contains precise detail concerning the proposed use that the member or the legal occupant desires to make of the dwelling and why the Board of Directors should approve the application. Copies of all necessary permits, licenses or certificates of insurance required by the Board of Directors and/or the applicable governmental authorities to operate the business, must be provided along with the application.

Members shall also bear the burden of establishing that the intended business use of their home complies with the provisions set forth in this Policy Resolution.

The Board of Directors reserves the power to require the applicant to send a notice of the application to other members within the community, as selected by the Board, prior to the time when the Board formally reviews the application.

The Board of Directors shall consider all applications at duly called meetings, which shall be open to the membership. Members in opposition to, or in support of, the application may reserve time at the hearing to speak about the application.

The Board reserves the power to revoke any approval previously issued if another member of the Association files a complaint and demonstrates that the activity does not satisfy the criteria of this policy. The process for revocation of an approval shall be the same as the regular enforcement policy, as expressed below.

ENFORCEMENT POLICY

Any violation of this Resolution may be subject to enforcement action in accordance with the Condominium Instruments. Such enforcement action may include, but is not limited to the imposition of

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monetary charges and the suspension of membership privileges, pursuant to Section 55-79.80:2 of the Virginia Condominium Act.

The Board may also exercise other enforcement procedures and remedies authorized by the Virginia Condominium Act, including, but not limited to, the initiation of a lawsuit.

This Resolution was duly adopted by the Board of Directors on this 27th day of January, ~~2009~~ 2010

**THE UNIT OWNERS ASSOCIATION OF THE
CONDOMINIUMS AT KIRKPATRICK FARMS**



President

RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Directors held January 27, 2010

Motion by: Greg Maulthrop Seconded by: Janessa Stancato

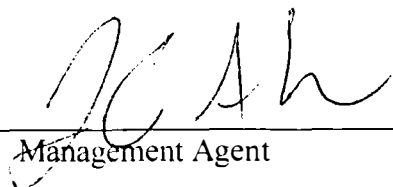
VOTE:	YES	NO	ABSTAIN	ABSENT
<u>[Signature]</u> President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>[Signature]</u> Vice President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Janessa Stancato</u> Secretary	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>[Signature]</u> Treasurer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>[Signature]</u> Director	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

ATTEST:
Janessa Stancato 1/27/10
Secretary Date

Resolution effective: January 27 2010, 2009.

FOR ASSOCIATION RECORDS

I hereby certify that a copy of the foregoing Policy Resolution was mailed or hand-delivered to the members of The Unit Owners Association of the Condominiums at Kirkpatrick Farms on this 18 day of February, 2010.



Management Agent

**THE UNIT OWNERS ASSOCIATION OF
THE CONDOMINIUMS AT KIRKPATRICK FARMS**

POLICY RESOLUTION NO. 10-02

(Policy Regarding Vehicles and Parking)

WHEREAS, Article III, Section 2 of the Bylaws for the Unit Owners Association of The Condominiums at Kirkpatrick Farms (“Association”) provides that the Board of Directors shall have all of the powers and duties necessary for the administration and affairs of the Association and may do all such acts and things, except for those matters which the Virginia Condominium Act (“Act”), the Association’s Declaration or the Bylaws require to be exercised and done by the Association;

WHEREAS, Article III, Sections 2 and 2(f) of the Bylaws empower the Board to adopt and amend rules and regulations from time to time as needed for the benefit and enjoyment of The Condominiums at Kirkpatrick Farms (“Condominium”);

WHEREAS, Article IX of the Declaration of The Condominiums at Kirkpatrick Farms and Article XI, Section 4(a) of the Bylaws provide that except for parking spaces located within garages that are part of an individual Unit and except for parking spaces which may be assigned or reserved pursuant to the Declaration and subject to such parking or other easements that may exist in favor of the Declarant or others, all other parking spaces located on the Condominium Property shall be deemed Common Elements and available for use by all Unit Owners on a first-come, first-served basis, subject to the Association’s rules and regulations;

WHEREAS, Article XI, Section 4(a) of the Bylaws further provides that each Unit Owner shall comply in all respects with any rules and regulations adopted from time to time by the Board of Directors regarding parking and traffic control within the Condominium, and that the Board of Directors is authorized to adopt such rules and regulations;

WHEREAS, Article XI, Section 2 of the Bylaws provides that each Unit Owner shall be responsible for compliance with all rules and regulations by the Unit Owner’s family members, guests, agents, invitees and tenants;

WHEREAS, Article X, Section 1(h)(2) of the Bylaws provides that in the event of a violation of any rule or regulation or the breach of any Bylaw or Declaration provision, the Board of Directors shall have the right, in addition to other rights set forth in the Bylaws, to use self-help to remove or cure any violation of the Condominium Instruments or rules and regulations that occurs on the Common Elements, including, without limitation, the towing of vehicles;

WHEREAS, Article XI, Section 1(g) of the Bylaws prohibits commercial trucks, buses or commercial vehicles from being kept or parked overnight on any portion of the

Condominium Property, including within any garage, and further that trailers, campers, recreational vehicles, house trailers, boat trailers or boats cannot be parked in a garage;

WHEREAS, Article XI, Section 1(g) of the Bylaws further provides that no vehicle can remain on the Condominium Property unless it has current state license plates, a current inspection sticker and complies with all other applicable laws;

WHEREAS, Article XI, Section 1(g) of the Bylaws also provides that the repairing of vehicles of any kind is not permitted within the Condominium Property;

WHEREAS, Article X, Section 2(a) of the Declaration provides that each Unit Owner's easement for ingress and egress through the General Common Elements is subject to the rules, regulations and restrictions established by the Association; and,

WHEREAS, the Board of Directors deems it to be in the best interests of the Association to adopt rules and regulations pertaining to the parking of vehicles on the Condominium Property.

NOW, THEREFORE, BE IT RESOLVED THAT the following rules and regulations are adopted with respect to parking within all areas of The Condominiums at Kirkpatrick Farms.

I. PARKING REQUIREMENTS

In order for Units Owners and their family members, tenants, guests, agents and invitees to validly park in the Common Element Parking Spaces, the Unit Owner must be current in all assessments owed, unless excused in writing by the Board, and the vehicle must meet the requirements of Section IV below. If the Board intends to suspend a delinquent owner's right to park in the Common Element Parking Spaces, the Board must first provide the owner with a right to request a hearing to contest the suspension, as provided in Section 55-79.80:2.

II. PARKING AREA

- A. All Unit Owners and their family members, guests, tenants, agents and invitees may park their vehicles in any parking space in the Common Element Parking Spaces on a first-come, first-served basis.
- B. No vehicle may be parked in a Common Element parking space unmoved for more than thirty (30) days.
- C. No Prohibited Vehicles as defined by Article IV of this Policy may be parked in the Common Element Parking Spaces or anywhere within the premises of the Condominium.

III. RULES AND REGULATIONS

- A. Use of Parking Areas. No person shall use the parking areas for any purpose other than vehicular parking. People may park vehicles only in designated parking spaces and areas. All unapproved vehicles are prohibited from the parking spaces except when picking up or delivering passengers or merchandise or during the performance of work or services at the location.
- B. Fire Lanes and No Parking Zones. No person shall park vehicles in fire lanes or no-parking zones marked with a painted yellow curb.
- C. Repairs. The performance of major repairs or maintenance of vehicles, or the painting of vehicles, is not permitted anywhere within the premises of the Condominium, except that repairs or maintenance of a minor nature, such as the repairing of a flat tire or the re-charging of a dead battery, are permitted.
- D. Dumping of Materials. The dumping, disposal or leak of oil, grease, or any other chemical residual substance, or any substance or particles from holding tanks of any vehicles, is not permitted within the Condominium's premises.
- E. Operator's Responsibilities.
1. No person may park more than one (1) vehicle within each parking space in the Common Element Parking Spaces.
 2. The parking of any vehicle, including motorcycles, on any sidewalk or Common Element not specifically designated for vehicle parking is strictly prohibited.
 3. No person shall park a vehicle in any manner that impedes the normal flow of traffic, blocks any mailbox, or prevents ingress and egress of any other vehicle to adjacent parking spaces or the open roadway.
 4. No vehicle shall be parked in a manner such that it extends backward beyond the parking lines or crosses over the parking lines.
 5. No person shall park any vehicle perpendicular to the marked parking spaces.
 6. Vehicles shall be operated only on the paved roadways of the Condominium's premises.

7. Any person who operates a motorized vehicle within the Condominium's premises must have a proper operating license.
8. Any vehicle that is not properly registered with the Commonwealth of Virginia or Loudoun County or does not display current Virginia license plates (unless an out-of-town guest) and inspection stickers is not permitted to park on the Condominium's premises. This does not pertain to active-duty military personnel that possess an exemption from such registration requirements.
9. For the safety of all children and residents, all vehicles must observe the maximum posted safe speed within the Condominium's premises.
10. The bucket washing of vehicles shall not be done within the Common Element Parking Spaces or on the streets or roadways within the Condominium's premises.
11. Vehicle security alarms may not sound for more than fifteen (15) minutes. There shall be no excessive blowing of car horns or playing of car radios or stereos.

F. Unit Owner's Responsibilities. All Unit Owners must ensure that their family members, tenants, guests, invitees, agents and/or contractors comply with these rules and regulations.

IV. PROHIBITED VEHICLES

A. Commercial Vehicles

The following Commercial Vehicles shall be prohibited from parking at all times within the premises of the Condominium:

1. Any vehicle in which the driver is ordinarily hired for transport, including, but not limited to, taxis, limousines, passenger vans or buses; or
2. Any vehicle with uncovered exterior logos, signs, letters, numbers, advertising, or irregular and distinct coloring which creates the appearance of a commercial vehicle; or
3. Any unmarked vehicle with commercial paraphernalia or equipment attached, strapped, or affixed to the exterior of the vehicle,

including, but not limited to, storage containers, racks, ladders, pipes; or

4. Any unmarked vehicle with an excessive amount of commercial equipment or supplies within the interior of the vehicle which is readily visible from the windows of the vehicle, including, but not limited to, pesticide, paint buckets, propane, tanks, cabling, uncovered or unsecured tools or other supplies; or
5. Any unmarked vehicle, which because of its irregular height, length, shape, or weight, is not a conventional passenger car and is more suited for a commercial purpose; or
6. Any van designed for the transport of furniture, goods, equipment, animals or scheduled transportation.
7. Police cars are allowed and are not considered to be Commercial Vehicles.

This definition of the term "Commercial Vehicle" shall be read and interpreted in conjunction with the Loudoun County Code's definition thereof, and in the event that this Resolution is more restrictive than the Loudoun County Code, this Resolution shall govern.

- B. Inoperative Vehicles. Any vehicle with a malfunction of an essential part required for the legal operation of the vehicle or any vehicle which is partially or totally disassembled as a result of the removal of tires, wheels, engine, or other essential parts required for legal operation of a vehicle, shall be prohibited from parking at all times within the premises of the Condominium.
- C. Abandoned Vehicles. No vehicle may be left unmoved in a Common Element Parking Space for more than thirty (30) days (if not otherwise approved in writing by the Board to park for a longer period of time). In cases where a violation is committed, a notice will be placed on the vehicle, and if no response is received within three (3) days, the vehicle will be subject to towing at the vehicle owner's sole risk and expense.
- D. Other Equipment and Machinery. Any agricultural, industrial, construction or similar machinery or equipment is prohibited from parking at all times within the premises of the Condominium.
- E. Recreational Vehicles. The following vehicles are prohibited from being parked at all times within the premises of the Condominium: Any motor home, self-contained camper, mobile home, boat, all-terrain vehicle, dune buggy, trailer, boat trailer, pop-up camper/tent trailer, horse trailer, any

trailer or semitrailer used for transporting waverunners, jet skis, motorcycles, or all-terrain vehicles, whether or not such trailer or semitrailer is attached to another vehicle, and any other type of vehicle primarily designed for recreational use, as opposed to conventional passenger use.

F. Allowable Vehicles. Notwithstanding Section IV, paragraphs A through E above, the following vehicles are permissible:

1. Regular passenger vehicles as defined by the Code of Virginia.
2. Motorcycles and mopeds.
3. Rental trucks for move-ins or move-outs for a period of not more than twenty-four (24) hours.
4. Commercial vehicles servicing a unit, but only from the hours of 7:00 a.m. to 9:00 p.m., unless otherwise approved in writing by the Board of Directors.

V. LIABILITY

- A. The Association assumes no responsibility for any damage to any vehicle parked or operated within the premises of the Condominium.
- B. Unit Owners shall be liable to the Association for any costs incurred by the Association to repair or repaint any part of the parking facilities or parking spaces damaged by the negligence or intentional act of a Unit Owner or his or her tenants, guests, invitees, agents and/or contractors.

VI. ENFORCEMENT

- A. In General
 1. Vehicle Removal. The Board of Directors or its designated representative shall have the authority to have any vehicle not in compliance with the provisions of this Resolution removed from the premises of the Condominium. All costs and risks of towing and impoundment shall be the sole responsibility of the vehicle's owner.
 2. Violations Subject to Immediate Towing. Any vehicle: (a) parked within fifteen (15) feet of a fire hydrant or in a designated fire lane or in the yellow no-parking zone; (b) occupying more than one (1) parking space; (c) extending beyond the parking space lines; (d) parked perpendicular to the marked parking space or on a grassy


area or sidewalk; (e) impeding access to sidewalk ramps or mailboxes; (f) constituting a safety hazard; or (g) that is parked in a Common Element Parking Space and whose security system has been triggered and allowed to continue unattended for more than fifteen (15) minutes, shall be subject to immediate removal without notification to the owner of the vehicle. If a vehicle can be identified as being owned by a Unit Owner or resident, or a guest of a specific Unit Owner or resident, the Board of Directors reserves the right to impose monetary charges in accordance with Section 55-79.80:2 of the Code of Virginia in lieu of towing the vehicle.

3. Citation Notices. In the case of all other violations not addressed in Section VI.A.2 of this Resolution, the Board of Directors or its designated representative shall post a citation notice on any vehicle not in compliance with the rules and regulations of the Association. No other form of notice is required. If the owner of the vehicle does not bring the vehicle into compliance within three (3) days of the date of the notice or contact a member of the Board, the vehicle will be subject to removal by towing if the vehicle is not owned by a Unit Owner. If such vehicle is owned by a Unit Owner, the Association shall initiate an enforcement action against the Unit Owner subject to the provisions of Section 55-79.80:2 of the Code of Virginia and the provisions of the Association's policy resolution regarding due process in enforcement cases.
4. Subsequent violations committed within any consecutive three-month period shall subject the violating vehicle to immediate towing without notification and may result in the suspension of parking privileges.
5. Any requests from residents for enforcement of this parking policy by the Association against another resident must be directed to the Board of Directors in writing.
6. The Board reserves the right and power to impose monetary charges as a sanction for violations of this parking policy, subject to the limitations imposed by Section 55-79.80:2 of the Code of Virginia. Any monetary charges so imposed may be treated as assessments for the purpose of collection.
7. The Association reserves the right to exercise all other powers and remedies provided by the Association's condominium instruments or the laws of Virginia and Loudoun County.

- B. Nothing contained herein shall preclude the Board of Directors from seeking injunctive relief or any other remedy available to it in a court of equity or law.
- C. Unit Owner's Responsibilities. If the Association must enforce this resolution through any form of legal action, the offending Unit Owner shall be responsible for all expenses and/or attorney's fees incurred by the Association in enforcing the provisions of this Resolution. Requests for reimbursement of fees for towing errors shall be addressed to management. The Board will determine whether reimbursement is appropriate and will do so on a case-by-case basis.
- D. The Board of Directors reserves the right to remove any object that obstructs the flow of traffic on any roadway within the premises of the Condominium.
- E. Liability. The Association assumes no responsibility for the security of any vehicle parked within the premises of the Condominium, and it disclaims responsibility for any damage to any vehicle parked or operated within the Condominium's premises or any theft from such vehicle.

The effective date of this Resolution shall be this 28th day of April, 2010.

THE UNIT OWNERS ASSOCIATION OF
THE CONDOMINIUMS AT
KIRKPATRICK FARMS



President

THE UNIT OWNERS ASSOCIATION OF
THE CONDOMINIUMS AT KIRKPATRICK FARMS

POLICY RESOLUTION NO. 10-02
(Policy Regarding Vehicles and Parking)

RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Directors held April 28, 2010.

Motion by: Matthew Spaulding Seconded by: Janessa Stancato

VOTE: YES NO ABSTAIN ABSENT

<u>Mr. J. D. V. R.</u> President	✓	—	—	—
<u>[Signature]</u> Vice President	✓	—	—	—
<u>Janessa Stancato</u> Secretary/Treasurer	✓	—	—	—
<u>[Signature]</u> Director Treasurer	✓	—	—	—
<u>Adam Dean</u> Director	—	—	—	✓

ATTEST:

Janessa Stancato 4-28-10
Secretary Date

Resolution effective: April 28th, 2010.

CERTIFICATE OF MAILING

I hereby certify that a copy of this Resolution was mailed to all Unit Owners at their addresses of record this _____ day of _____, 2010.

John K. Adams, On-Site Manager

K:\31 31140\00001\100324 Policy Resolution re Parking.doc

THE CONDOMINIUMS AT KIRKPATRICK FARMS

To: All Owners Condominiums at Kirkpatrick Farms

From: John K. Adams CMCA®, AMS®, On-Site Manager
Cardinal Management Group, Inc.
Agent for The Condominiums at Kirkpatrick Farms

Date: October 19, 2009

Subject: Satellite Dish Policy Resolution

Enclosed please find the Satellite Dish Policy Resolution for your review. Please keep the Resolution with the other important papers pertaining to the sale of your home (such as the Bylaws, Articles of Incorporation, Declaration, etc.).

At the September 2009 Board of Directors meeting the Board passed Policy Resolution No.09-01. This Policy governs the location and methods of installation of satellite dishes for the purpose of receiving video programming. All satellites must be installed on the meter rooms and the wires then are able to be connected to the interior wiring through the conduit labeled for each individual condominium unit. No wiring is to be attached to the exterior of the unit nor should any wire pass through an exterior wall of the unit.

Any satellite dish that is currently installed in manner other that described in the Policy will have 60 days to comply with the Policy Resolution. Additionally the doors to the sheds will be locked beginning November 1st 2009. Should you need access please notify management 24 hours in advance to unlock the door.

Please review the enclosed Policy; should you have any questions please feel free to contact me at 703-722-2299 or via email at manager@kirkpatrickfarms.com.

Sincerely,



John K. Adams CMCA®, AMS®
On-Site Manager
Kirkpatrick Farms Community Association
(703) 722-2299
(703) 722-2405 Fax

Order: VZ93V52YW

Cardinal Management Group, Inc., Agent, 4330 Prince William Parkway, Suite 201
Woodbridge VA 22192 Phone 703-569-5797; Fax 703-866-3156

Document not for resale
HomeWiseDocs

**UNIT OWNERS ASSOCIATION OF
THE CONDOMINIUMS AT KIRKPATRICK FARMS**

POLICY RESOLUTION NO. 09-01

(Rules governing satellite dishes and exterior antennae)

WHEREAS. the Board of Directors of the Unit Owners Association of The Condominiums at Kirkpatrick Farms ("Association") is responsible for the regulation and enforcement of architectural controls within the Condominium; and

WHEREAS. the Association's Bylaws prohibits unit owners from placing any structures on the Association's common elements without the prior written approval of the Board of Directors:

WHEREAS. Article XI. Section 1(q) of the Bylaws provides that except as specifically allowed by governmental regulations, no exterior antennae of any type may be erected or maintained within the Condominium without the prior written consent of the Board of Directors:

WHEREAS. the plans recorded for the units within the Condominium denote that the balconies attached to each unit are Limited Common Elements; and.

WHEREAS. the Board of Directors ("Board") believes it is in the best interest of the Association for the Board to adopt reasonable rules governing installation, maintenance, and use of satellite dishes and exterior antennas which: a) are consistent with the rules of the Federal Communication Commission ("FCC"); b) protect the integrity of the Condominium's common element components and its aesthetic appearance; and c) provide the residents with reasonable options to receive their desired television service.

NOW, THEREFORE. the Board of Directors adopts the following rules and regulations:

I. DEFINITIONS

Antenna: Any device, including any supporting structures, used for the receipt of video programming services, including direct broadcast satellite dish (DBS), television broadcast antennas, and multipoint distribution service antennas (MDS), or wireless service. Satellite dishes are included within the definition of Antenna. Devices used for the transmission of any sort of signal are not included in the definition of antenna and are strictly prohibited from the premises.

II. APPLICATION RULES

A. Whenever any resident wants to install an Antenna which in any way is connected to, penetrates or rises into or over the general common elements of the Condominium, the resident must submit an application for approval to the Board in advance of the installation and then receive approval from the Board before commencing the installation.

B. Owners are permitted to install an Antenna without first submitting an Application for approval to the Board when the resident performs the installation in an area solely within their complete, exclusive use (including their Unit and appurtenant Limited Common Elements) and which does not require any penetration into or over the common elements.

C. Residents must submit their applications in writing to the Association's management agent.

D. The Association will not accept incomplete applications for review. In order for the application to be complete, it must contain: (a) a certification that the installation will be performed by a professional. (b) a waiver of all claims of liability against the Association and an assumption of all risks associated with the installation. (c) an acceptance of responsibility for all damages which might occur to property or person as a result of the installation. (d) a certificate of insurance of at least \$25,000.00 of coverage for liabilities associated with the installation of an Antenna, which names the Association as an additional insured and which is primary over any policy owned by the Association. (e) all information about the type, design and proposed location for the structure. (f) a written certification that installation of the Antenna in the designated preferred locations would not afford sufficient signal strength for adequate reception, and (g) a precise statement describing the alternative location where sufficient signal strength is adequate for reception.

III. INSTALLATION RULES

A. Antenna Size and Type

1. Residents may install an Antenna that is one meter (39.37 inches) or less in diameter within their exclusive use area or the designated common element area. Any structure larger than one meter in diameter is strictly prohibited.

2. Pursuant to the FCC regulations, residents may install a regular TV antenna designed to receive local broadcast stations.

3. Residents may not install any type of antenna or other device which transmits a signal of any sort or disrupts the reception of the radios and television sets of neighbors. Such installations are strictly prohibited.

4. Residents may not install any type of Antenna not specifically protected by the FCC regulations.

5. Only one (1) Antenna for each type of permitted service may be installed. If a resident wishes to install an additional Antenna for a particular type of permitted service, prior written approval must be obtained from the Board.

B. Location

1. In the event that a resident is not able to install the Antenna in an area within the resident's complete and exclusive use in a manner that complies with this Resolution, the resident must submit an application to the Board to install the Antenna in an approved common element area as required in Section II above. Common element areas that the Board will consider for approval in a resident's application are the roofs of the common element Meter Rooms located adjacent to the units.

2. Unless a resident obtains prior approval from the Board of Directors, residents are not permitted to install an Antenna that in any way, shape or form encroaches upon or penetrates any common element, or any other resident's individual unit or limited common element space. This restriction includes any intrusion in to the common element or unit air space.

3. Residents must locate their Antenna in a place and manner which shields it from view from the nearest street(s) or from other units in the condominium to the maximum extent possible. The color of the Antenna should blend with the existing colors of the surrounding area. If not possible, protective covers are available in the marketplace to enhance the compatibility of the color of the Antenna with the surrounding area's colors.

4. The Board of Directors reserves the power to require a resident to install visual barriers, natural or otherwise, around the device to diminish any adverse visual effect that may be caused by the installation of the antenna, provided that doing so will not: a) unreasonably delay or prevent installation, maintenance or use of an antenna; b) unreasonably increase the cost of installation, maintenance or use of an antenna; or c) preclude reception of an acceptable quality signal from an antenna.

C. Other Rules for Installation on Rooftop When Meter Room Rooftop Installation is Approved in Advance by the Board of Directors

1. Residents may not install an Antenna that extends higher than is absolutely necessary for reception of an acceptable quality signal, so long as such requirements will not prevent, increase the cost of, or cause an unreasonable delay in the installation, maintenance, or use of such antennae.

Order: VZ93V52YW

Address: 41870 Inspiration Ter

Order Date: 02-21-2020

Document not for resale

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2. Residents must ensure that their installation does not damage the common elements, or anyone else's individual unit.
3. Residents must ensure that their installation complies with all applicable local and state building codes and manufacturer's instructions, provided that those regulations are not superseded by Federal law. Residents shall provide the Board with a copy of any applicable governmental permit if it is required for safety purposes.
4. Residents are required to exercise their best efforts to install their Antenna and wiring in such a way and location where they can obtain an acceptable quality signal with the least adverse impact upon the aesthetic appearance of the building, including the hiding of wiring as much as possible, provided such installation shall not unreasonably delay maintenance, installation or use of the antennae, or unreasonably increase the cost of the installation.
5. After installation of the Antenna, residents must ensure that the Antenna always remains properly secured so that it does not jeopardize the structural integrity of any structure or the safety of any person near the Antenna, particularly during times of great wind velocity.
6. Residents are responsible for any damage to the Association's common elements, another unit or any other person or property which is caused by or related to the installation or continued presence of any Antenna and/or mast within the property.
7. The Association reserves the power to specially assess the responsible unit owner for all costs incurred to rectify any damages caused to the roof or common elements, as determined solely by the Board of Directors, caused or associated in any way with the resident's installation or removal of the Antenna.
8. Residents must permanently ground and properly affix all wiring in order to minimize the possibility of all safety hazards. Whenever a resident removes the Antenna, the resident is responsible for the complete sealing of the area of penetration and proper disposal of any unused wiring. The Association reserves the right to enter any unit in order to inspect the area of installation in order to ensure compliance with this requirement.
9. Antennae shall not be placed anywhere near power lines (above-ground or buried). Residents must ensure that wind velocity or other forces could not cause the Antenna to collide with a power line.

10. Residents may not penetrate the exterior walls or finished non-roof surfaces of any building to either install an Antenna or to connect wiring from the Antenna to the interior of their unit.

11. Residents shall ensure that the installation of their Antennae does not obstruct access to or exit from any unit, walkway, ingress or egress from an area, electrical service equipment, or any other area that the Association's agents will need access for the safe operation of the Condominium.

12. Residents shall hold the Association harmless from any and all damages or repairs to the roof or roof components that the Board of Directors attributes in any way to the existence or installation of an Antenna on the roof of a common element Meter Room.

D. Maintenance

1. The Antenna shall always remain the property of the resident; accordingly, the resident shall have the full responsibility to maintain the Antenna and the continuing duty to prevent the Antenna from falling into disrepair or becoming a safety hazard.

2. If an Antenna becomes detached or dislodged, the resident must promptly correct the situation. If the detachment or dislodgment threatens anyone's safety, the Association may remove the Antenna at the expense of the resident.

3. Residents shall be responsible for repainting or replacing their Antenna if the appearance of the exterior surface of their Antenna deteriorates or is damaged in any way.

E. Removal

1. Any Antenna that is no longer in use must be promptly removed by the resident who installed the Antenna. If an Antenna was installed by a prior resident and that Antenna is no longer in use, the current resident is responsible for the prompt removal of the Antenna.

2. Any Antenna installed prior to the effective date of this Resolution that is no longer in use must be removed by the current resident within sixty (60) days of the effective date of this Resolution.

3. Any Antenna installed prior to the effective date of this Resolution that is currently in use and is located in an area that is not within the complete and exclusive use of the resident, must be removed by the current resident within sixty (60) days of the effective date of this Resolution and placed in an area within their complete, exclusive use (including Limited Common Elements) and which does not require any penetration into or over the common elements. In the event that the resident is not able to

Order: VZ93V52YW

Address: 41870 Inspiration Ter

Order Date: 02-21-2020

Document not for resale

HomeWiseDocs

install the previously-existing Antenna in an area within the resident's complete and exclusive use in a manner that complies with this Resolution, the resident must within sixty (60) days of the effective date of this Resolution submit an application to the Board to install the previously-existing Antenna in an approved common element area.

IV. RESALE CERTIFICATE

If a resident requests the Association to provide a resale certificate for a unit served by an Antenna installed by the resident, a representative of management shall inspect the installation prior to providing the resident with the resale certificate in order to ensure compliance with the Association's Rules and Regulations. In light of the fact that a resident may remove the Antenna after management's inspection but before the settlement on the sale, the Association shall expressly reserve the right in the resale certificate to re-inspect the unit in order to ensure that the resident properly restored the common elements or limited common elements during the removal process. If the resident failed to do so, the Association shall disclose in the resale certificate that it reserves the power to assess the new resident of the unit for the cost of restoring the common elements or limited common elements to their proper condition.

V. INSURANCE

The Association shall not accept any responsibility to insure any Antenna installed by a resident. The Antenna shall be considered the personal property of the resident who installed the Antenna.

VI. ENFORCEMENT

A. If any resident violates any of these Rules and Regulations, the Association reserves all of its legal remedies, including, but not limited to, the assessment of special charges against the offending resident as a sanction.

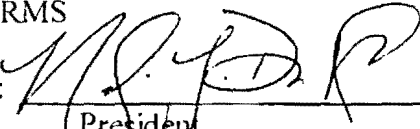
B. If any Antenna installation poses a serious, immediate safety hazard or threat to property, the Association reserves the power to remove the Antenna without notice to the resident; however, whenever feasible, the Association shall provide advance written notice to the resident of the Board's concerns for safety and its request of the resident to remove, relocate, or resecure the Antenna.

VII. SEVERABILITY

If a Court of law rules any provision herein to be invalid, the remainder of these rules shall remain in full force and effect.

The effective date of this Resolution shall be September 23rd, 2009.

UNIT OWNERS ASSOCIATION OF THE
CONDOMINIUMS AT KIRKPATRICK
FARMS

By: 

President

RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Directors of the Unit Owners Association of
 The Condominiums at Kirkpatrick Farms held on September 23, 2009.

Motion by: Greg Moulthrop Seconded by: Matthew Spaulding

OFFICER:	VOTE:			
	YES	NO	ABSTAIN	ABSENT
<u>[Signature]</u> President	X	—	—	—
<u>[Signature]</u> Vice President	X	—	—	—
<u>Lunessa Stancato</u> Secretary	—	—	—	X
<u>[Signature]</u> Treasurer	X	—	—	—
<u>[Signature]</u> Director	X	—	—	—

Resolution effective: September 23, 2009.

CERTIFICATE OF MAILING OR DELIVERY

The Managing Agent hereby attests that this Policy Resolution 09-01 was mailed and/or hand-delivered to the addresses of record of the Unit Owners on this 22nd day of October, 2009.

10/22/09
Date


John Adams, Managing Agent

K:31:31140-00001-090811 Satellite Resolution.doc

Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

**AMENDMENT
TO
PUBLIC OFFERING STATEMENT
THE CONDOMINIUMS AT KIRKPATRICK FARMS**

NAME OF CONDOMINIUM: The Condominiums at Kirkpatrick Farms

LOCATION OF CONDOMINIUM: Inspiration Terrace, Patriot Terrace & Curiosity
Square
Aldie, Virginia

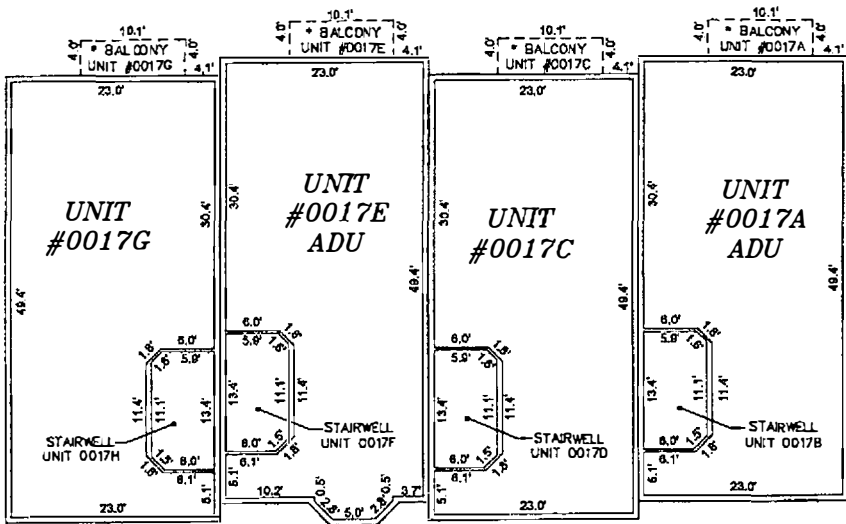
NAME OF DECLARANT: NVR, INC t/a Ryan Homes

ADDRESS OF DECLARANT: 12600 Fair Lakes Circle, Suite 210
Fairfax, Virginia 22033

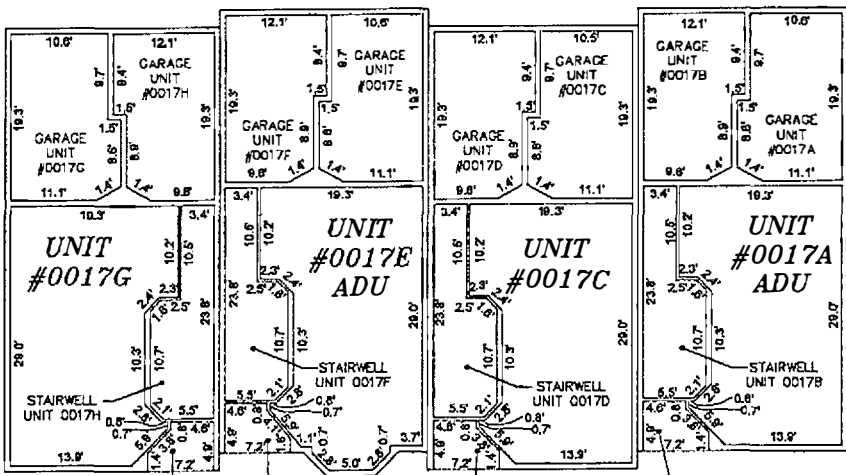
EFFECTIVE DATE OF THIS
AMENDMENT: May 7, 2009

VIRGINIA REGISTRATION NO.: 05-177

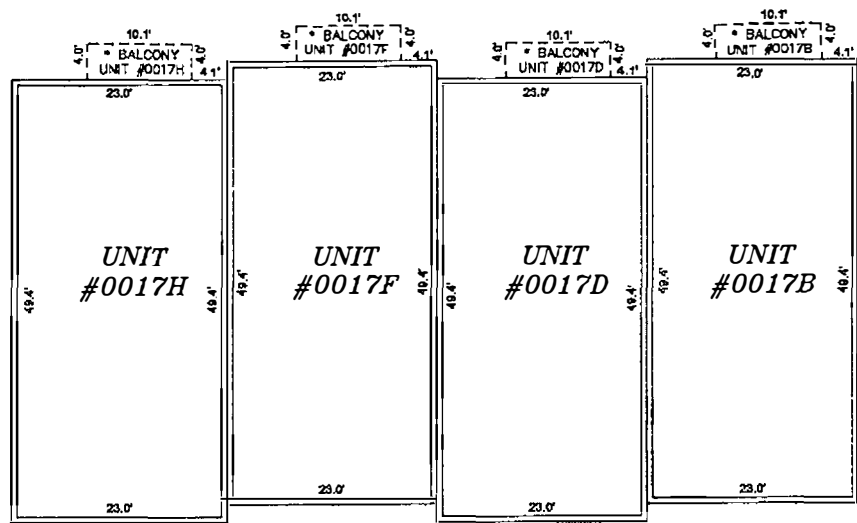
I. The Declarant has re-designed the plans for the Units in Phases 17, 18, 19 and 20 of The Condominiums at Kirkpatrick Farms. Attached hereto are the revised Plans which should replace those Plans for Phases 17, 18, 19 and 20 attached to the Public Offering Statement as Appendix VII.



2ND FLOOR



1ST FLOOR



3RD FLOOR

* DENOTES LIMITED COMMON ELEMENT
 ** DENOTES COMMON ELEMENT

UNIT NUMBER	ADDRESS
UNIT #0017A	#25331 PATRIOT TERRACE
UNIT #0017B	#25353 PATRIOT TERRACE
UNIT #0017C	#25355 PATRIOT TERRACE
UNIT #0017D	#25357 PATRIOT TERRACE
UNIT #0017E	#25359 PATRIOT TERRACE
UNIT #0017F	#25361 PATRIOT TERRACE
UNIT #0017G	#25365 PATRIOT TERRACE
UNIT #0017H	#25363 PATRIOT TERRACE

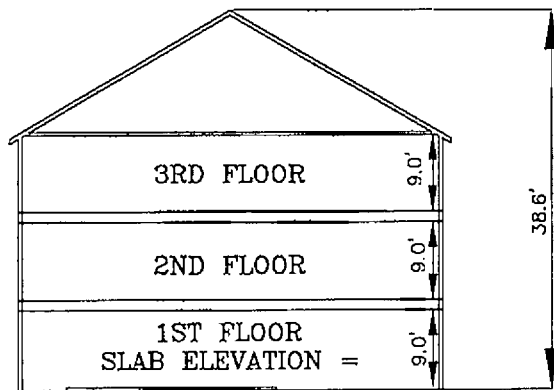
NOTE:
 I, PAUL SWARTZ, A DULY CERTIFIED LAND SURVEYOR (NO. 2701) IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THIS PLAN IS ACCURATE, IS IN COMPLIANCE WITH SECTION 55-79.58(B) OF THE VIRGINIA CONDOMINIUM ACT AND THAT ALL UNITS OR PORTIONS THEREOF DEPICTED HEREON ARE SUBSTANTIALLY COMPLETE.



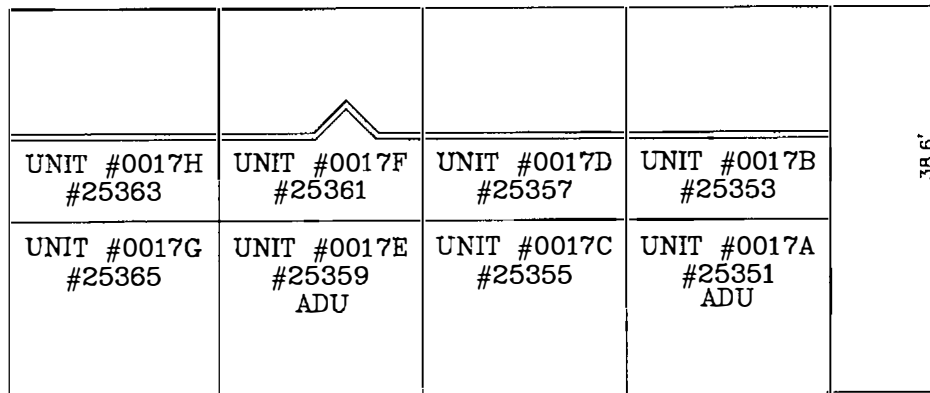
Huntley, Nye & Associates, Ltd.
 SURVEYING - CIVIL - ARCHITECTURAL - LAND PLANNING
 614 BRIDGE PLAZA, SUITE 200
 FALLS CHURCH, VA 22034
 (703) 271-1100
 PREPARED BY: SAJ
 Copyright 2009 © Huntley, Nye & Associates, Ltd.

EXHIBIT 7E CONDOMINIUM PLAN
 SHOWING
CONDOMINIUM UNITS
"THE CONDOMINIUMS AT KIRKPATRICK FARMS"
 PHASE 17
 DULLES MAGISTERIAL DISTRICT - DULLES ELECTION DISTRICT - LOUDOUN COUNTY, VIRGINIA

SCALE:	1"=10'
DATE:	OCTOBER 26, 2006
REVISIONS:	DECEMBER 26, 2006
ATTORNEY COMMENTS:	DECEMBER 26, 2006
ADDRESS/ZIP:	ADDEND
APPROVED BY:	FILED (EXC 2) ADDEND
APPROVED DATE:	JANUARY 13, 2009
ATTORNEY COMMENTS:	MAY 4, 2009
SHEET:	1 OF 2
FILE NO:	044-CONDOM-177



TYPICAL SIDE VIEW



FRONT VIEW
PHASE 17

UNIT NUMBER	ADDRESS
UNIT #0017A	#25351 PATRIOT TERRACE
UNIT #0017B	#25353 PATRIOT TERRACE
UNIT #0017C	#25355 PATRIOT TERRACE
UNIT #0017D	#25357 PATRIOT TERRACE
UNIT #0017E	#25359 PATRIOT TERRACE
UNIT #0017F	#25361 PATRIOT TERRACE
UNIT #0017G	#25365 PATRIOT TERRACE
UNIT #0017H	#25363 PATRIOT TERRACE

NOTE:
I, PAUL SWARTZ, A DULY CERTIFIED LAND SURVEYOR (NO. 2701) IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THIS PLAN IS ACCURATE, IS IN COMPLIANCE WITH SECTION 55-79.58(B) OF THE VIRGINIA CONDOMINIUM ACT AND THAT ALL UNITS OR PORTIONS THEREOF DEPICTED HEREON ARE SUBSTANTIALLY COMPLETE.

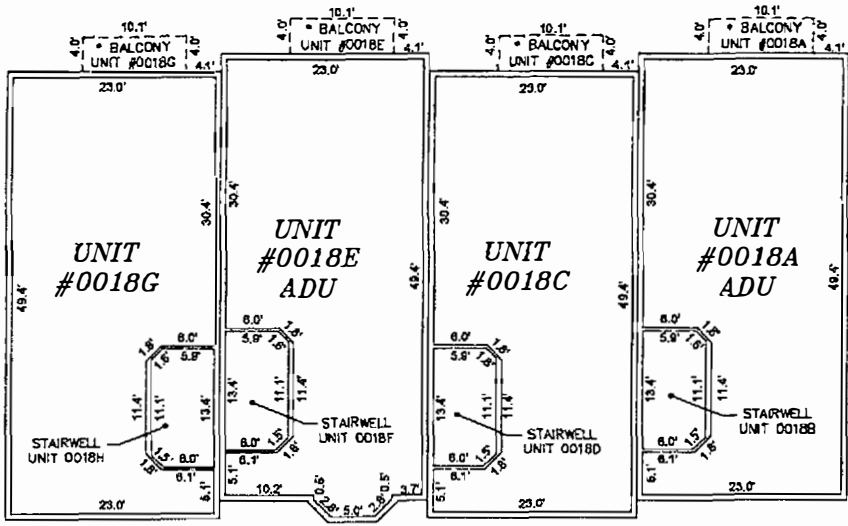


Huntley, Ayres & Associates, Ltd.
SURVEYING - CIVIL ENGINEERING - LAND MANAGEMENT
801 BYRON ROAD, S.E.
DUBLIN, VIRGINIA 22024
703-771-1655
FREDLAND ST. 2ND
Copyright 2008 © Huntley, Ayres & Associates, LLC

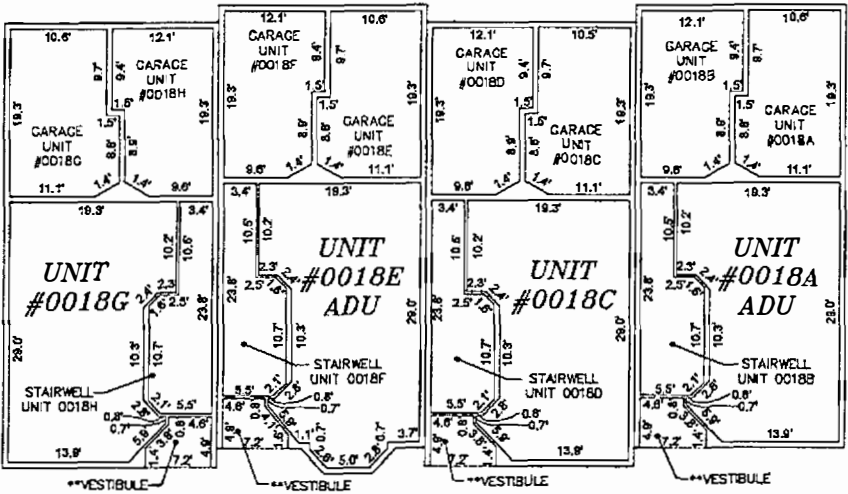
EXHIBIT "E" CONDOMINIUM PLAN
SHOWING
CONDOMINIUM UNITS
"THE CONDOMINIUMS AT KIRKPATRICK FARMS"
PHASE 17
DUILLES MAGISTERIAL DISTRICT ~ DUILLES ELECTION DISTRICT ~ LOUDOUN COUNTY, VIRGINIA

SCALE:
1"=10'
DATE:
OCTOBER 28, 2008
REVISIONS:
DECEMBER 29, 2009
ATTORNEY COMMENTS
DECEMBER 29, 2009
ADDITIONS ADDED
JANUARY 8, 2009
CON'T. SHIT 2 ADDED
JANUARY 13, 2009
ATTORNEY COMMENTS
MAY 4, 2009

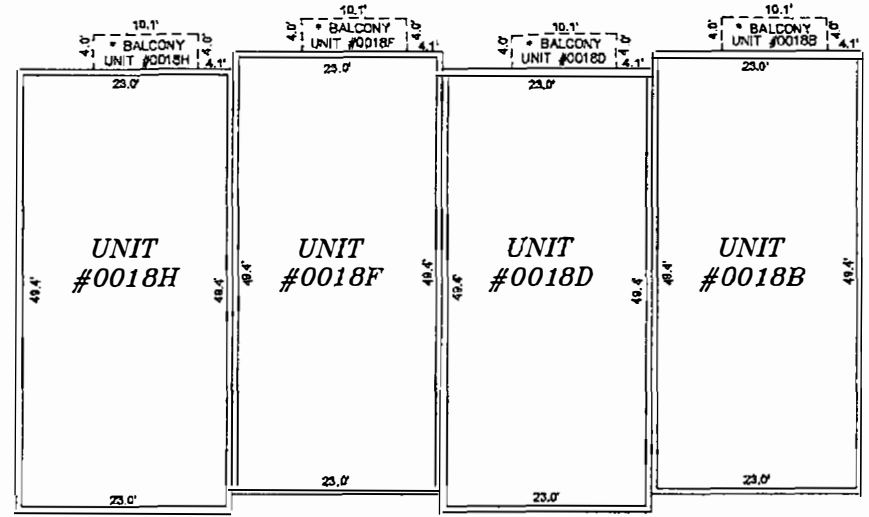
SHEET
2 OF 2
FILE NO.
4344-CONDO(PH17)



2ND FLOOR



1ST FLOOR



3RD FLOOR

UNIT NUMBER	ADDRESS
UNIT #0018A	#25333 PATRIOT TERRACE
UNIT #0018B	#25335 PATRIOT TERRACE
UNIT #0018C	#25337 PATRIOT TERRACE
UNIT #0018D	#25339 PATRIOT TERRACE
UNIT #0018E	#25341 PATRIOT TERRACE
UNIT #0018F	#25343 PATRIOT TERRACE
UNIT #0018G	#25347 PATRIOT TERRACE
UNIT #0018H	#25345 PATRIOT TERRACE

NOTE:
 I, PAUL SWARTZ, A DULY CERTIFIED LAND SURVEYOR (NO. 2701) IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THIS PLAN IS ACCURATE, IS IN COMPLIANCE WITH SECTION 55-79.58(B) OF THE VIRGINIA CONDOMINIUM ACT AND THAT ALL UNITS OR PORTIONS THEREOF DEPICTED HEREON ARE SUBSTANTIALLY COMPLETE.

* DENOTES LIMITED COMMON ELEMENT
 ** DENOTES COMMON ELEMENT

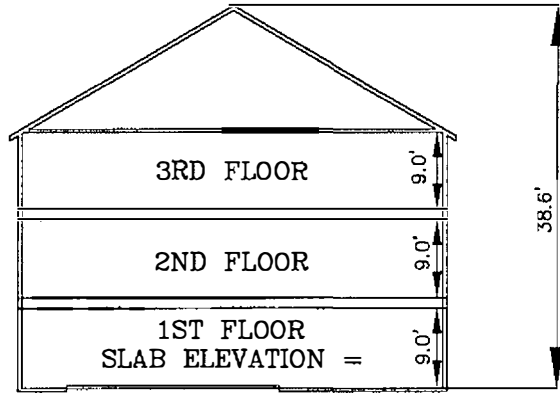


Stantec, Nye & Associates, Ltd.
 ARCHITECTS - CIVIL ENGINEERS - LAND SURVEYORS
 5510 ROCK CREEK PLACE
 SUITE 300
 WASHINGTON, DC 20015
 202-778-1400
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EXHIBIT 'C' CONDOMINIUM PLAN
 SHOWING
CONDOMINIUM UNITS
 "THE CONDOMINIUMS AT KIRKPATRICK FARMS"
 PHASE 1B
 DULLES MAGISTERIAL DISTRICT - DULLES ELECTRONIC TRUST - LOUDOUN COUNTY, VIRGINIA

SCALE	1"=10'
DATE	OCTOBER 26, 2006
REVISIONS	DECEMBER 26, 2006
ATTORNEY COMMENTS	DECEMBER 26, 2006
ADDRESSER ADDED	JANUARY 8, 2008
PLG # CHG 2 ADDED	JANUARY 23, 2008
ATTORNEY COMMENTS	MAY 4, 2008

SHEET
 1 OF 2
 FILE NO.
 0344-0040-00PH10



TYPICAL SIDE VIEW

				38.6'
UNIT #0018H #25345	UNIT #0018F #25343	UNIT #0018D #25339	UNIT #0018B #25335	
UNIT #0018G #25347	UNIT #0018E #25341 ADU	UNIT #0018C #25337	UNIT #0018A #25333 ADU	

FRONT VIEW
PHASE 18

UNIT NUMBER	ADDRESS
UNIT #0018A	#25333 PATRIOT TERRACE
UNIT #0018B	#25335 PATRIOT TERRACE
UNIT #0018C	#25337 PATRIOT TERRACE
UNIT #0018D	#25339 PATRIOT TERRACE
UNIT #0018E	#25341 PATRIOT TERRACE
UNIT #0018F	#25343 PATRIOT TERRACE
UNIT #0018G	#25347 PATRIOT TERRACE
UNIT #0018H	#25345 PATRIOT TERRACE

NOTE:
I, PAUL SWARTZ, A DULY CERTIFIED LAND SURVEYOR (NO. 2701) IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THIS PLAN IS ACCURATE, IS IN COMPLIANCE WITH SECTION 55-79.5B(3) OF THE VIRGINIA CONDOMINIUM ACT AND THAT ALL UNITS OR PORTIONS THEREOF DEPICTED HEREON ARE SUBSTANTIALLY COMPLETE.

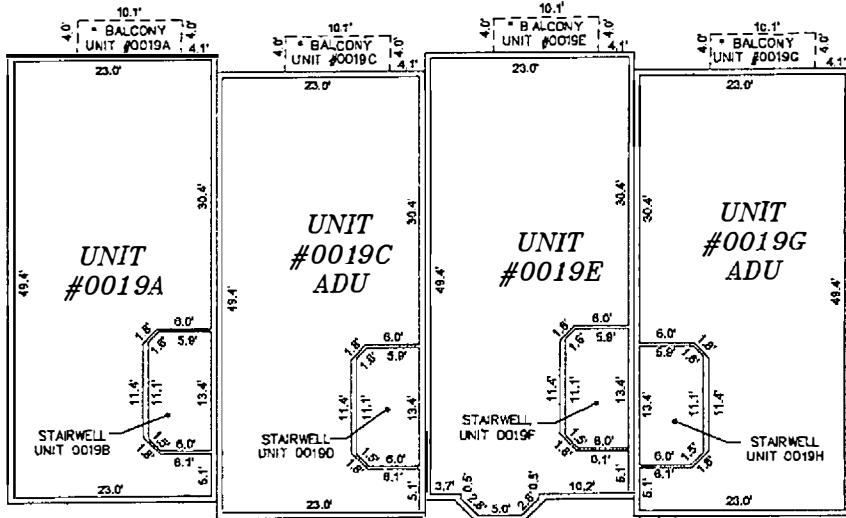


Huntley, Nyco & Associates, Ltd.
 Licensed - Civil Engineering - License #20000
 201 PATRICK ROAD, SUITE 100
 FALLS CHURCH, VIRGINIA 22034
 (703) 271-1111
 Copyright 2007 © Huntley, Nyco & Associates, Ltd.

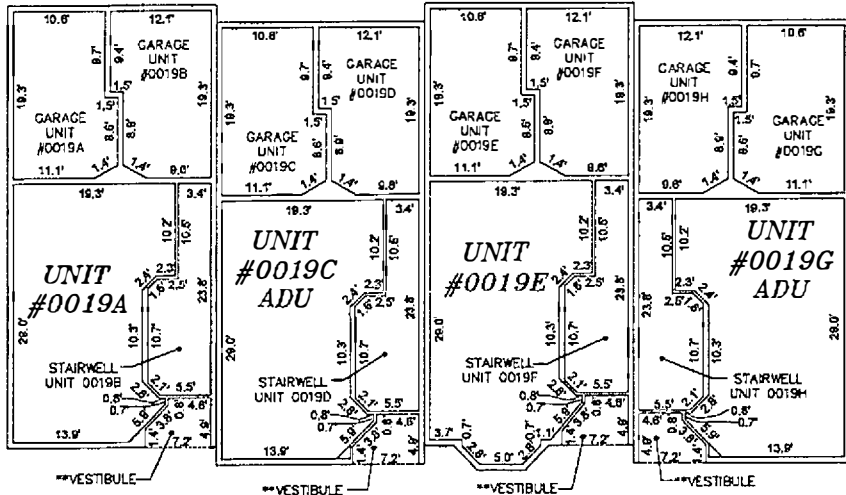
CONVERT "E" CONDOMINIUM PLAN
 SHOWING
CONDOMINIUM UNITS
"THE CONDOMINIUMS AT KIRKPATRICK FARMS"
 PHASE 18
 DULLES MAGISTERIAL DISTRICT ~ DULLES ELECTION DISTRICT ~ LOUDOUN COUNTY, VIRGINIA

SCALE: 1"=10'
DATE: OCTOBER 25, 2006
REVISIONS: OCTOBER 26, 2005 ATTORNEY COMMENTS OCTOBER 24, 2005 ADDRESS ADDED JANUARY 9, 2006 CONTRACT SHEET 2 ADDED JANUARY 13, 2006 ATTORNEY COMMENTS MAY 4, 2006

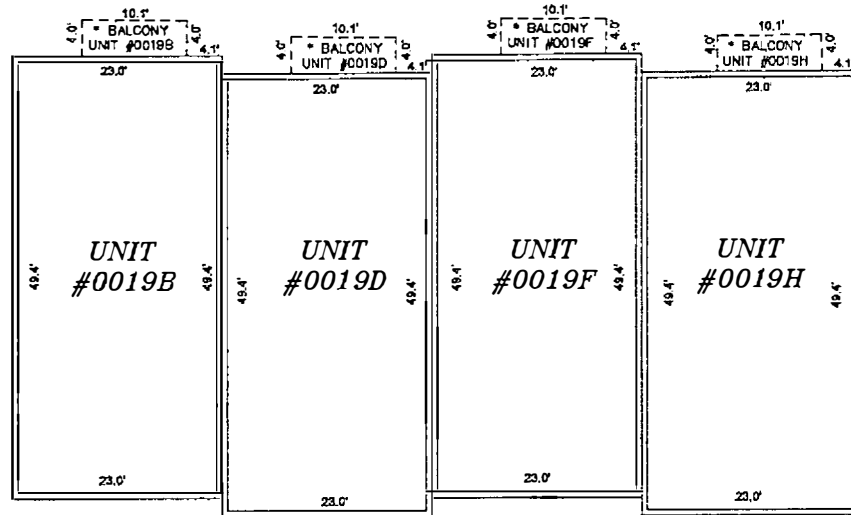
SHEET
2 OF 2
FILE NO.
434-CONDO(1118)



2ND FLOOR



1ST FLOOR



3RD FLOOR

UNIT NUMBER	ADDRESS
UNIT #0019A	#25329 PATRIOT TERRACE
UNIT #0019B	#25327 PATRIOT TERRACE
UNIT #0019C	#25325 PATRIOT TERRACE
UNIT #0019D	#25323 PATRIOT TERRACE
UNIT #0019E	#25321 PATRIOT TERRACE
UNIT #0019F	#25319 PATRIOT TERRACE
UNIT #0019G	#25315 PATRIOT TERRACE
UNIT #0019H	#25317 PATRIOT TERRACE

NOTE:
I, PAUL SWARTZ, A DULY CERTIFIED LAND SURVEYOR (NO. 2701) IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THIS PLAN IS ACCURATE, IS IN COMPLIANCE WITH SECTION 55-79.58(B) OF THE VIRGINIA CONDOMINIUM ACT AND THAT ALL UNITS OR PORTIONS THEREOF DEPICTED HEREON ARE SUBSTANTIALLY COMPLETE.



* DENOTES LIMITED COMMON ELEMENT
** DENOTES COMMON ELEMENT

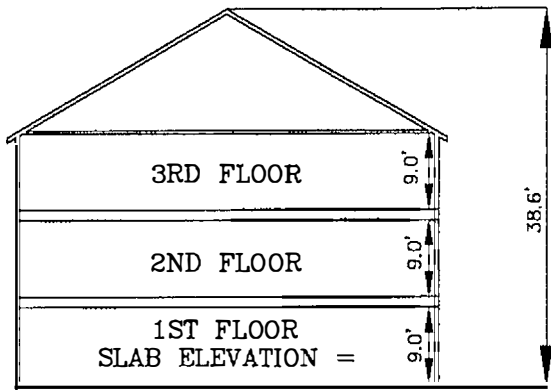
EXHIBIT "E" CONDOMINIUM PLAN
SHOWING

CONDOMINIUM UNITS
"THE CONDOMINIUMS AT KIRKPATRICK FARMS"
PHASE 19

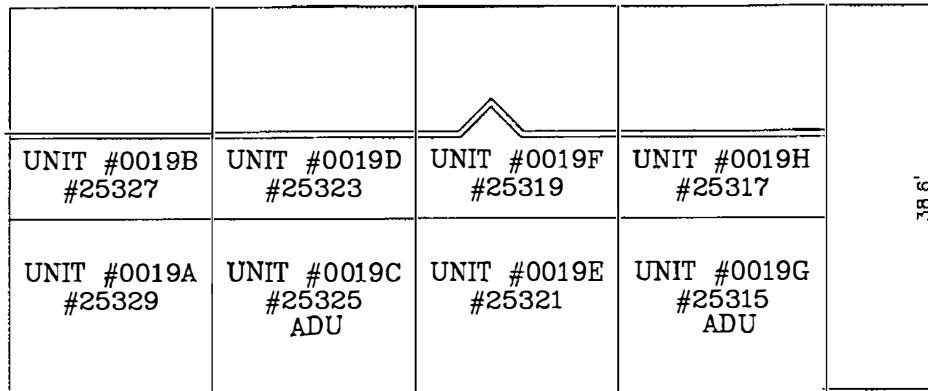
DULLES MAGISTERIAL DISTRICT - DULLES ELECTION DISTRICT - LOUDOUN COUNTY, VIRGINIA

Huntley, Nye & Associates, Ltd.
SURVEYORS - ONE BUSINESS - TWO PRACTICES
BALFOUR HALL, 41
RITING HOUSE SQUARE, LEES
FERRY, VA 22061-1400
TEL: 703-778-1400
FAX: 703-778-1400
PREPARED BY: J.M.
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SCALE:	1"=10'
DATE:	OCTOBER 25, 2006
REVISIONS:	DECEMBER 28, 2005
ATTORNEY COMMENTS:	DECEMBER 28, 2005
ADDMARKS ADDED:	JANUARY 8, 2006
LOAN E DMT 2 ADDED:	JANUARY 13, 2006
ATTORNEY COMMENTS:	MAY 4, 2006



TYPICAL SIDE VIEW



FRONT VIEW
PHASE 19

UNIT NUMBER	ADDRESS
UNIT #0019A	#25329 PATRIOT TERRACE
UNIT #0019B	#25327 PATRIOT TERRACE
UNIT #0019C	#25325 PATRIOT TERRACE
UNIT #0019D	#25323 PATRIOT TERRACE
UNIT #0019E	#25321 PATRIOT TERRACE
UNIT #0019F	#25319 PATRIOT TERRACE
UNIT #0019G	#25315 PATRIOT TERRACE
UNIT #0019H	#25317 PATRIOT TERRACE

NOTE:
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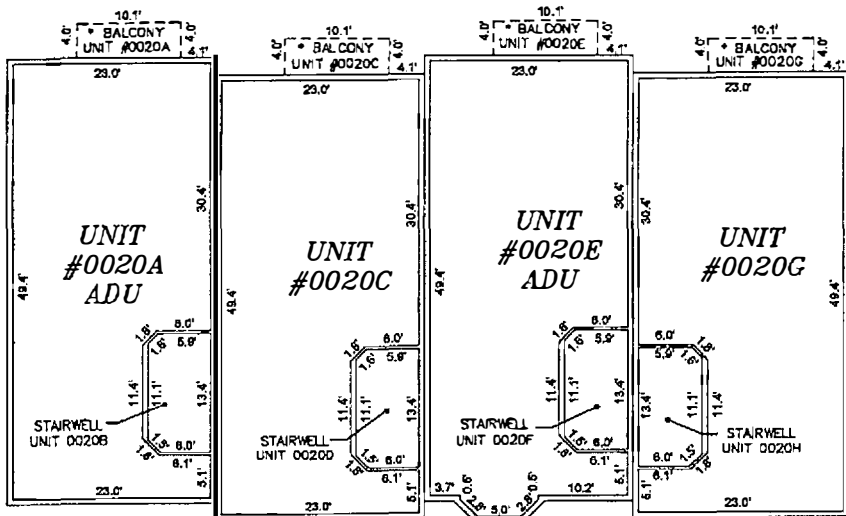


Huntley, Nye & Associates, Ltd.
SURVEYING - CIVIL ENGINEERING - LAND PLANNING
2000 W. WALKER ST.
SUITE 100
DALLAS, TEXAS 75201
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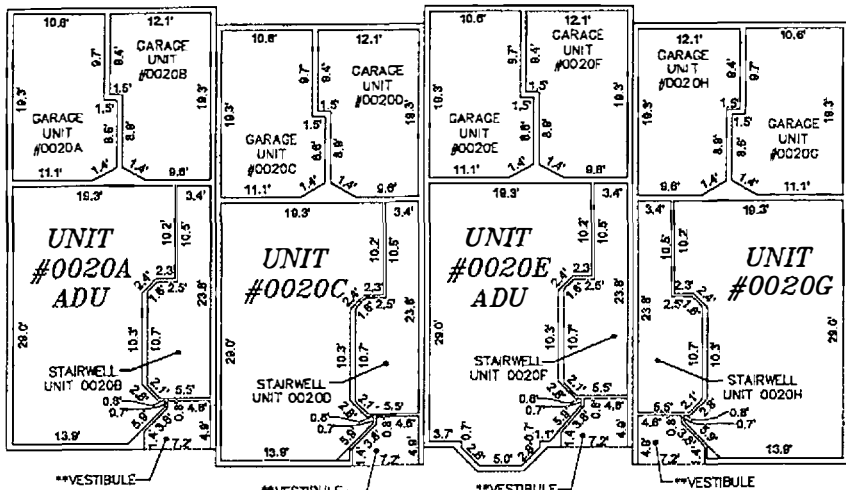
EXHIBIT "E" CONDOMINIUM PLAN
SHOWING
CONDOMINIUM UNITS
"THE CONDOMINIUMS AT KIRKPATRICK FARMS"
PHASE 19
DULLES MAGISTERIAL DISTRICT ~ DULLES ELECTRON DISTRICT ~ LOUDOUN COUNTY, VIRGINIA

SCALE: 1"=10'
DATE: OCTOBER 23, 2008
REVISIONS: DECEMBER 28, 2008
ATTORNEY COMMENTS: DECEMBER 28, 2008
ADDRESS: ASUPT
JANUARY 6, 2009
ENR. E. SHI, 2, APPROD.
JANUARY 13, 2009
ATTORNEY COMMENTS: MAY 4, 2009

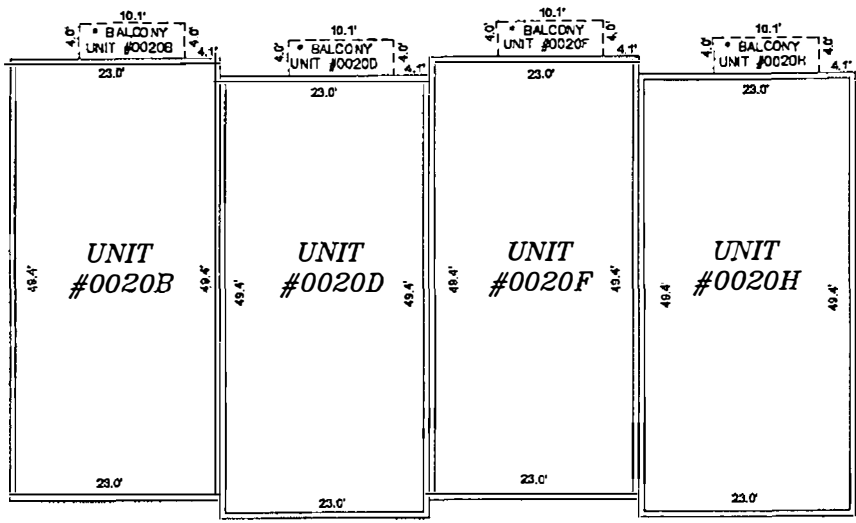
SHEET
2 OF 2
FILE NO.
4344-CONDO(PH19)



2ND FLOOR



1ST FLOOR



3RD FLOOR

* DENOTES LIMITED COMMON ELEMENT
 ** DENOTES COMMON ELEMENT

UNIT NUMBER	ADDRESS
UNIT #0020A	#41891 INSPIRATION TERRACE
UNIT #0020B	#41889 INSPIRATION TERRACE
UNIT #0020C	#41887 INSPIRATION TERRACE
UNIT #0020D	#41885 INSPIRATION TERRACE
UNIT #0020E	#41883 INSPIRATION TERRACE
UNIT #0020F	#41881 INSPIRATION TERRACE
UNIT #0020G	#41877 INSPIRATION TERRACE
UNIT #0020H	#41879 INSPIRATION TERRACE

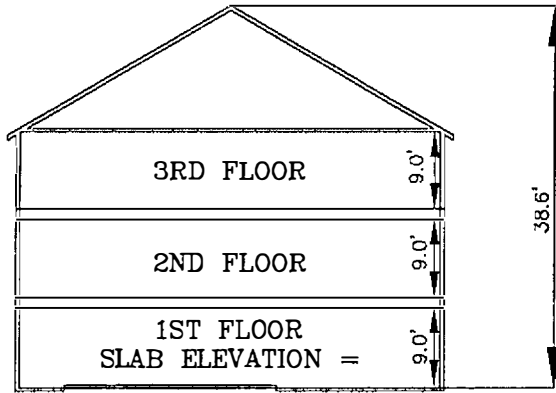
NOTE:
 I, PAUL SWARTZ, A DULY CERTIFIED LAND SURVEYOR (NO. 2701) IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THIS PLAN IS ACCURATE, IS IN COMPLIANCE WITH SECTION 55-79.58(B) OF THE VIRGINIA CONDOMINIUM ACT AND THAT ALL UNITS OR PORTIONS THEREOF DEPICTED HEREON ARE SUBSTANTIALLY COMPLETE.



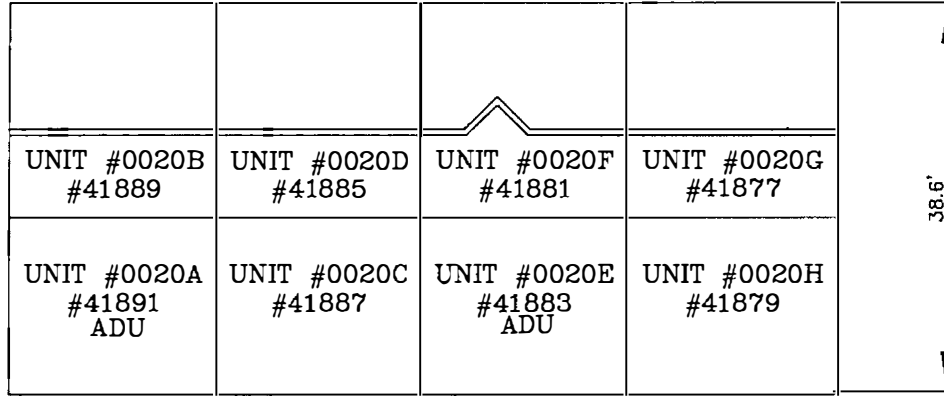
Huntley, Nyce & Associates, Ltd.
 SURVEYING - CIVIL ENGINEERING - LAND PLANNING
 8111 FORTSON ROAD, SE
 ATLANTA, GEORGIA 30339
 (404) 252-1100
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EXHIBIT "E" CONDOMINIUM PLAN
 SHOWING
CONDOMINIUM UNITS
 "THE CONDOMINIUMS AT KIRKPATRICK FARMS"
 PHASE 20
 DALLAS MAGISTERIAL DISTRICT - DULLES ELECTION DISTRICT - LOUDOUN COUNTY, VIRGINIA

SCALE:	1"=10'
DATE:	OCTOBER 23, 2005
REVISIONS:	
	OCTOBER 28, 2005
	ATTORNEY COMMENTS
	OCTOBER 28, 2005
	ASBESTOS REPORT
	JANUARY 3, 2006
	SEALED BY STATE
	JANUARY 13, 2006
	ATTORNEY COMMENTS
	MAY 4, 2006



TYPICAL SIDE VIEW



FRONT VIEW
PHASE 20

UNIT NUMBER	ADDRESS
UNIT #0020A	#41891 INSPIRATION TERRACE
UNIT #0020B	#41889 INSPIRATION TERRACE
UNIT #0020C	#41887 INSPIRATION TERRACE
UNIT #0020D	#41885 INSPIRATION TERRACE
UNIT #0020E	#41883 INSPIRATION TERRACE
UNIT #0020F	#41881 INSPIRATION TERRACE
UNIT #0020G	#41877 INSPIRATION TERRACE
UNIT #0020H	#41879 INSPIRATION TERRACE

NOTE:
I, PAUL SWARTZ, A DULY CERTIFIED LAND SURVEYOR (NO. 2701) IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THIS PLAN IS ACCURATE, IS IN COMPLIANCE WITH SECTION 55-79.56(B) OF THE VIRGINIA CONDOMINIUM ACT AND THAT ALL UNITS OR PORTIONS THEREOF DEPICTED HEREON ARE SUBSTANTIALLY COMPLETE.



Huntley, Ayce & Associates, Ltd.
REGISTERED - CIVIL ENGINEERING - LAND PLANNING
100 PINEY BUSH, SE
SUITE 100
ROSELAND, VA 22071-4407
FREDERICK ST. 11A
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EXHIBIT "E" CONDOMINIUM PLAN
SHOWING
CONDOMINIUM UNITS
"THE CONDOMINIUMS AT KIRKPATRICK FARMS"
PHASE 20
DULLES MASTERIAL DISTRICT ~ DULLES ELECTION DISTRICT ~ LOUDOUN COUNTY, VIRGINIA

SCALE:	1" = 10'
DATE:	OCTOBER 25, 2005
REVISIONS:	
DECEMBER 28, 2005	ATTORNEY COMMENTS
DECEMBER 29, 2005	ADDITIONS ADDED
JANUARY 9, 2006	EDT E SHIT 2 ADDED
JANUARY 11, 2006	ATTORNEY COMMENTS
MAY 4, 2006	

SHEET
2 OF 2
FILE NO.
4344-CONDO(PH20)

VA Acknowledgment
Condominiums at Kirkpatrick Farms (The)

Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

Post Office Box 29570
Richmond, Virginia 23242-0570
(804) 367-8510
cic@dpor.virginia.gov
www.dpor.virginia.gov

Common Interest Community Board CONDOMINIUM UNIT OWNERS' ASSOCIATION RESALE CERTIFICATE NOTICE

Section 54.1-2350 of the *Code of Virginia* requires that this form accompany resale certificates issued pursuant to § 55-79.97 of the *Code of Virginia*.

The unit being purchased is in a development subject to the Virginia Condominium Act ("Act"). Properties subject to the Act are considered "common interest communities" under the law. Owning and living in a community governed by a common interest community association has benefits and obligations. Upon accepting title to a unit within a condominium, membership in the condominium unit owners' association ("association") is mandatory and automatic. The Act also specifies the contents of the **resale certificate**, and fees that may be charged for preparation and distribution of the resale certificate.

In addition to information provided in the resale certificate, the following are important considerations when purchasing a condominium unit.

Assessments

Each unit owner is responsible for and obligated to pay regular assessments and, if applicable, other assessments, including special assessments, and other mandatory fees to ensure that the association's financial requirements are met. Assessments are mandatory, imposed by the association for expenses incurred for maintenance and services provided for the benefit of some or all of the units, reserves for future expenditures, the maintenance, repair, and replacement of the common elements, including for the construction or maintenance of stormwater management facilities, insurance, administrative expenses, and other costs and expenses established in the condominium instruments. Failure or refusal to pay assessments and any other mandatory fees may result in imposition of late fees, interest, costs and attorney fees, recordation of a lien against the unit, filing a lawsuit and obtaining judgment against the unit owner, foreclosing on the unit to enforce the lien, and other actions permitted by the condominium instruments and the Act.

Declaration and Other Condominium instruments

The condominium instruments include the declaration and exhibits – bylaws of the unit owners' association, common element interest table, plats and plans, and other exhibits ("condominium instruments"). The condominium instruments and other information provided with the resale certificate establish the condominium and describe the basis for living in a condominium. The form of governance, nature and scope of services, as well as limitations on property use are addressed in the condominium instruments, rules and regulations, and association policies.

Unit owners have the responsibility, among other things, to comply with condominium instruments, rules and regulations, and association policies that outline what unit owners may and may not do in their units and on the common elements. Use of common elements, financial obligations of unit owners and other rights, responsibilities and benefits associated with ownership are subject to the provisions of condominium

instruments, rules and regulations, and association policies. Some decisions are made by the association executive organ (often called the board of directors), while other decisions are reserved to association members. Failure to comply with the condominium instruments, rules and regulations, and association policies may result in monetary penalties, suspension of certain privileges, and legal action taken against the unit owner.

Limitations

The condominium instruments, rules and regulations, and association policies may establish limitations affecting use of individual units and the common elements. While the limitations applicable to each condominium may vary from community to community, § 54.1-2350 of the Code of Virginia makes particular reference to the following. The condominium instruments, rules and regulations, and association policies may establish:

- Limitations on the authority of a unit owner to rent the unit.
- Limitations on parking and storage of certain types of motor vehicles and boats within the community.
- Limitations on maintenance of pets within a unit or on common elements.
- Limitations on operating a business within a unit.
- Architectural restrictions on changes to units.
- The period or length of time that the declarant (developer) may control membership on the executive organ, make decisions on behalf of the association, and therefore operate the association. This period is often referred to as the *declarant control period*. At the conclusion of the declarant control period, control of the association is transferred to the members.

This list does not represent all limitations that may affect units within the common interest community.

Important Notice for Purchasers

The contract to purchase a condominium unit is a legally binding document. The purchaser may have the right to cancel the contract after receiving the resale certificate.

Information provided in this form is a summary of select matters to consider when purchasing a condominium unit but should not be relied upon to understand the character and nature of the condominium and the unit owners' association.

The purchaser is responsible for examining the information contained in and provided with the resale certificate. The purchaser shall carefully review the entire resale certificate. The purchaser may request an update of the resale certificate.

The contents of the resale certificate control to the extent that there are any inconsistencies between this form and the resale certificate.

The Resale Certificate must include the following:

- 1 An appropriate statement regarding unpaid assessments pursuant to subsection H of § 55-79.84 which need not be notarized and, if applicable, an appropriate statement regarding rights of first refusal or other restraints on alienation pursuant to § 55-79.85;
- 2 A statement of any expenditure of funds approved by the unit owners' association or the executive organ that shall require an assessment in addition to the regular assessment during the current or the immediately succeeding fiscal year;
A statement, including the amount, of all assessments and any other fees or charges currently imposed by the unit owners' association, together with any known post-closing fee charged by the common interest community manager, if any, and associated with the purchase, disposition and maintenance of the condominium unit and the use of the common elements, and the status of the account;
- 3 A statement whether there is any other entity or facility to which the unit owner may be liable for fees or other charges;
- 4 The current reserve study report or a summary thereof, a statement of the status and amount of any reserve or replacement fund, and any portion of the fund designated for any specified project by the executive organ;
- 5 A copy of the unit owners' association's current budget or a summary thereof prepared by the unit owners' association and a copy of the statement of its financial position (balance sheet) for the last fiscal year for which a statement is available, including a statement of the balance due of any outstanding loans of the unit owners' association;
- 6 A statement of the nature and status of any pending suits or unpaid judgments to which the unit owners' association is a party which either could or would have a material impact on the unit owners' association or the unit owners or that relates to the unit being purchased;
- 7 A statement setting forth what insurance coverage is provided for all unit owners by the unit owners' association, including the fidelity bond maintained by the unit owners' association, and what additional insurance coverage would normally be secured by each individual unit owner;
- 8 A statement that any improvements or alterations made to the unit, or the assigned limited common elements, are or are not in violation of the condominium instruments;
- 9 A copy of the current bylaws, rules and regulations and architectural guidelines adopted by the unit owners' association and the amendments thereto;
- 10 A statement of whether the condominium or any portion thereof is located within a development subject to the Property Owners' Association Act (§ 55-508 et seq.) of Chapter 26 of this title;
- 11 A copy of the notice given to the unit owner by the unit owners' association of any current or pending rule or architectural violation;
- 12 A copy of any approved minutes of the executive organ and unit owners' association meetings for the six calendar months preceding the request for the resale certificate;
- 13 Certification that the unit owners' association has filed with the Common Interest Community Board the annual report required by § 55-79.93:1; which certification shall indicate the filing number assigned by the Common Interest Community Board and the expiration date of such

filing;

- 15 A statement of any limitation on the number of persons who may occupy a unit as a dwelling;
- 16 A statement setting forth any restrictions, limitation or prohibition on the right of a unit owner to display the flag of the United States, including, but not limited to reasonable restrictions as to the size, time, place, and manner of placement or display of such flag;
- 17 A statement setting forth any restriction, limitation, or prohibition on the right of a unit owner to install or use solar energy collection devices on the unit owner's property;
- 18 A statement indicating any known project approvals currently in effect issued by secondary mortgage market agencies;
- 19 A copy of the fully completed form developed by the Common Interest Community Board pursuant to § 54.1-2350; and
- 20 The association complaint procedure required by 18 VAC 48-70-60 and pursuant to 18 VAC 48-70-40 and 18 VAC 48-70-50.