

**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.

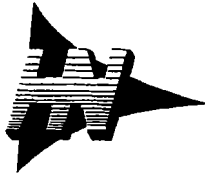
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**  
**TO**  
**DECLARATION**

**DESCRIPTION OF SUBMITTED LAND**





**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.

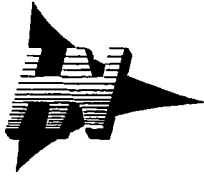
Huntley, Nyce & Associates, Ltd.  
7 February 2005

**EXHIBIT "A-1"**

**TO**

**DECLARATION**

**DESCRIPTION OF ADDITIONAL LAND**



**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 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:

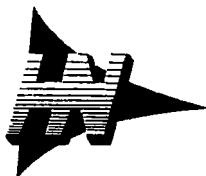
S 21°08'55" E 137.50 feet to a point;

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



**HUNTLEY, NYCE & ASSOCIATES, LTD.**

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

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**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;

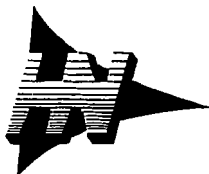
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N 21°08'55" W 107.00 feet to a point;

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

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**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:

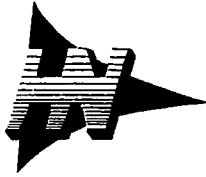
S 21°08'55" E 137.50 feet to a point;

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.

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**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;

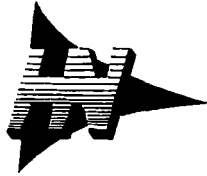
N 21°08'55" W 107.00 feet to a point;

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

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**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;

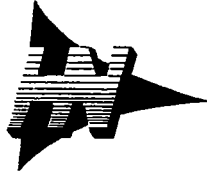
S 68°51'05" W 134.23 feet to a point;

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.

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**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;

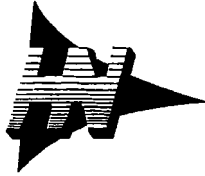
N 21°08'55" W 107.00 feet to a point;

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

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**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:

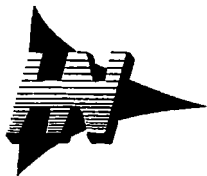
S 21°08'55" E 137.50 feet to a point;

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.

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**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;

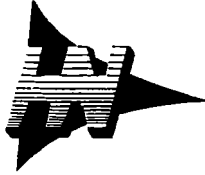
N 31°42'30" E 45.55 feet to a point;

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

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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:

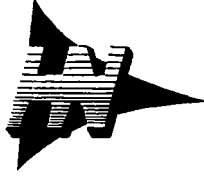
S 78°13'58" E 255.67 feet to a corner;

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

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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;

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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;

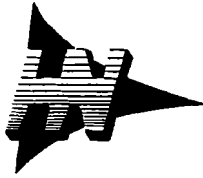
N 21°08'55" W 33.81 feet to a point;

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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**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;

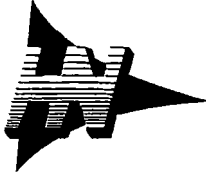
S 21°08'55" E 33.81 feet to a point;

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;

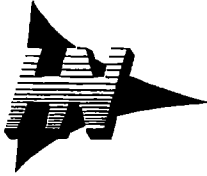
N 68°51'05" E 86.91 feet to a point;

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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**HUNTLEY, NYCE & ASSOCIATES, LTD.**

SURVEYING - CIVIL ENGINEERING - LAND PLANNING

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(703) 779-4905 • FAX (703) 779-2490

DIRECTORS

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VICE PRESIDENT  
ROBERT L. SPROLES P.E.

**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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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 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:

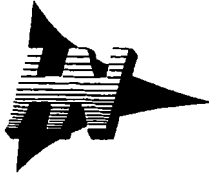
N 58°17'30" W 136.17 feet to a point;

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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ROBERT L. SPROLES P.E.

**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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Address: 41870 Inspiration Ter  
Order Date: 02-21-2020  
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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 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;

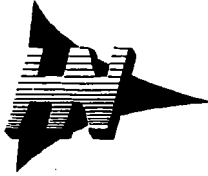
**THENCE** departing said Section G, and through Section F the following two (2) courses and distances:

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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VICE PRESIDENT  
ROBERT L. SPROLES P.E.

**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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Address: 41870 Inspiration Ter  
Order Date: 02-21-2020  
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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;

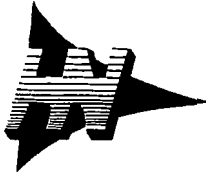
S 58°17'30" E 115.44 feet to a point;

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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VICE PRESIDENT  
ROBERT L. SPROLES P.E.

**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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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 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:

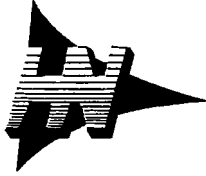
N 31°42'30" E 166.91 feet to a point;

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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VICE PRESIDENT  
ROBERT L. SPROLES P.E.

**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  
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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:

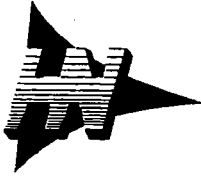
N 31°42'30" E 166.91 feet to a point;

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

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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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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 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;

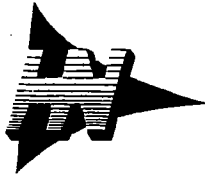
**THENCE** departing said Section E and through Section F the following two (2) courses and distances:

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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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

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Order: VZ93V52YW  
Address: 41870 Inspiration Ter  
Order Date: 02-21-2020  
Document not for resale  
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**EXHIBIT "B"**  
**TO**  
**DECLARATION**

**COMMON ELEMENT INTEREST SCHEDULE**



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: VZ931557YW  
 Order Date: 02-21-2020  
 Document not for resale  
 Home/Work Doc

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: TRILF

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. 20040803-0058122

(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????-??????

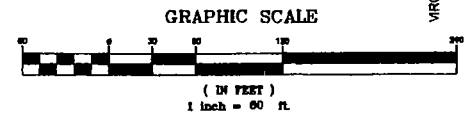
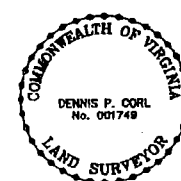
(3E)  
C/L EX. 20'  
STORM DRAIN ESM'T  
INSTRU. 2005????-??????

(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)

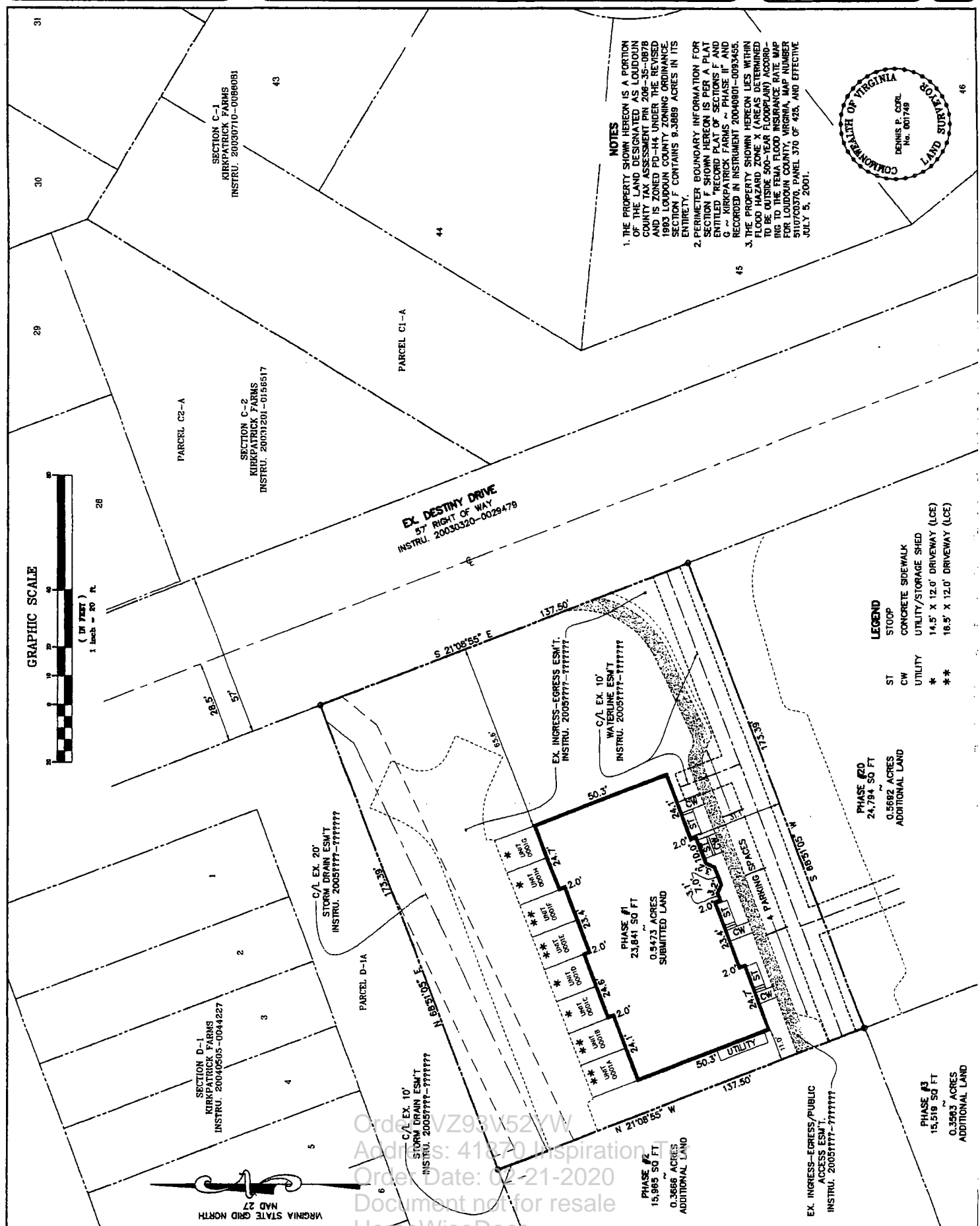
(4C)  
EX. INGRESS-EGRESS/PUBLIC  
ACCESS ESM'T.  
INSTRU. 2005????-??????  
(FOR TRAILS)



Huntley, Nyce & Associates, Ltd.  
SURVEYING - CIVIL ENGINEERING - LAND PLANNING  
101 N. VALENTINE AVE. S.E.  
SUITE 200  
DULLES, VIRGINIA 20146  
TEL: 703-271-1000  
FAX: 703-271-1001  
Copyright 2005 © Huntley, Nyce & 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"=60'  
DATE:  
DECEMBER 21, 2005  
REVISIONS:  
  
SHEET  
1 OF 3  
FILE NO.  
4344-CORR05(PH1)

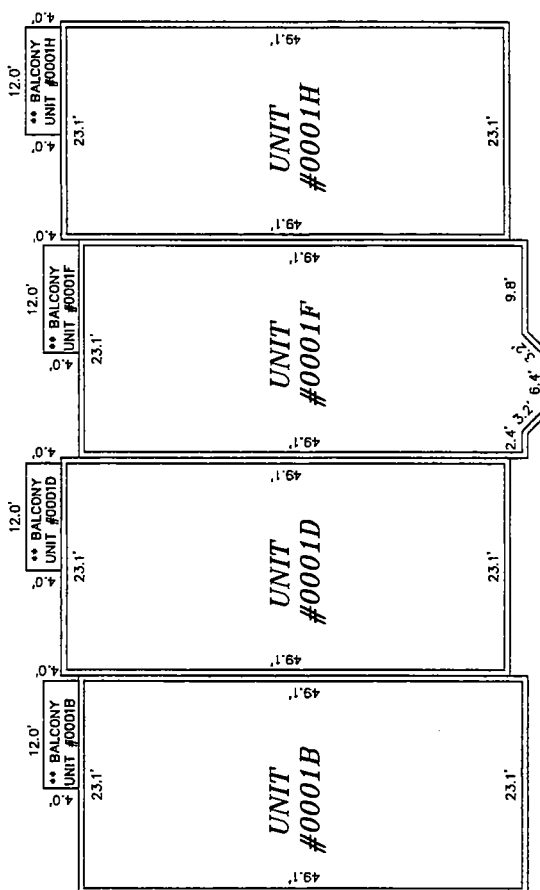
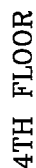


**NOTES**  
 1. THE PROPERTY SHOWN HEREON IS A PORTION OF THE LAND DESIGNATED AS LOUDOUN COUNTY TAX ASSESSMENT PIN 206-35-0878 AND IS ZONED PD-H4 UNDER THE REVISED 1983 LOUDOUN COUNTY ZONING ORDINANCE. SECTION F CONTAINS 9.3889 ACRES IN ITS ENTIRETY.  
 2. PERIMETER BOUNDARY INFORMATION FOR SECTION F SHOWN HEREON IS PER A PLAT ENTITLED "RECORD PLAT OF SECTIONS F AND G ~ KIRKPATRICK FARMS ~ PHASE II" AND RECORDED IN INSTRUMENT 20040801-0093495.  
 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 15050-01-0001, DATED JULY 5, 2001.



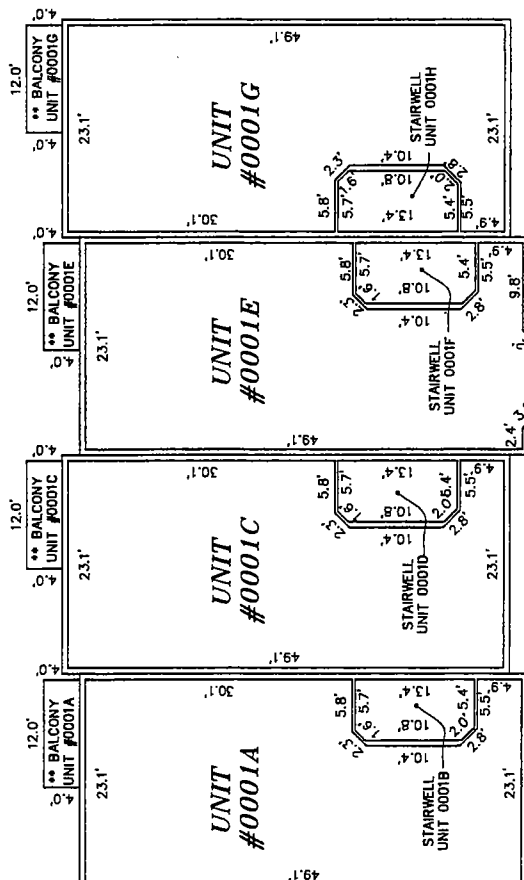
Ord# 201901293V52VW  
 Address: 41870 Inspiration T  
 Order Date: 02-21-2020  
 Document not for resale  
 HomeWiseDocs

**EXHIBIT "E"**  
**TO**  
**DECLARATION**  
  
**UNIT PLANS**

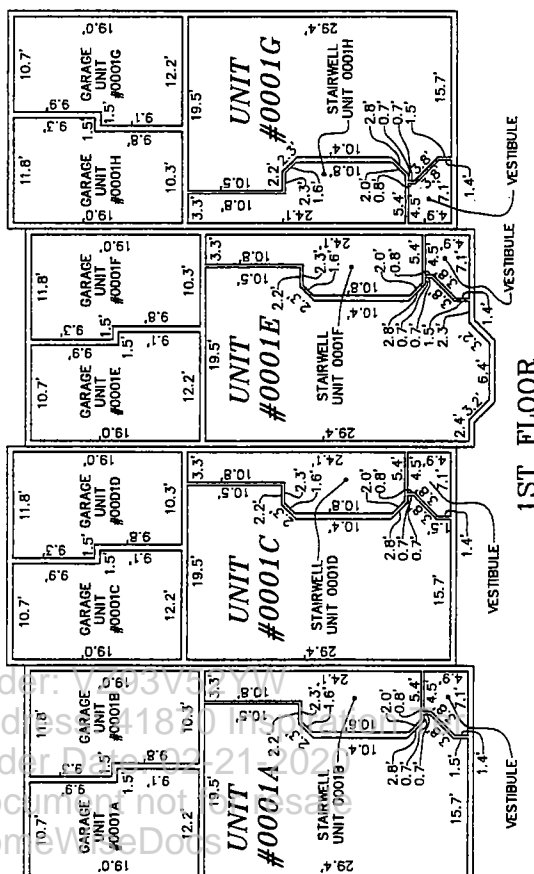


NOTE: 1, TOM CHAO, A DULY CERTIFIED CIVIL ENGINEER, #025354) IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THIS PLAN IS ACCURATE, IS IN COMPLIANCE WITH SECTION 55-79.58(B) OF THE VIRGINIA CONDOMINIUM ACT AND THAT ALL UNITS OR PORTIONS THEREOF DEPICTED HEREON HAVE BEEN SUBSTANTIALLY COMPLETED.

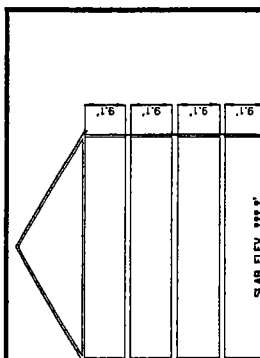
Copyright 2005 © HUNTER, NYCE &amp; ASSOCIATES, LTD.



2ND FLOOR



1ST FLOOR



\*\*\* DENOTES LIMITED COMMON ELEMENT

SCALE: 1"=20'



DECLARATION OF AFFORDABLE DWELLING UNITS COVENANTS

THIS DECLARATION OF AFFORDABLE DWELLING UNITS COVENANTS ("Declaration") is made as of the 6<sup>th</sup> 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.

Apr. 24. 2006 11:22AM

No. 0974 P. 15

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  
6<sup>th</sup> 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 15<sup>th</sup> 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



20061127-0098184

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

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

T.M. : 105/13/9 // SEC/F (2006)  
GFW : 206-35-0878.000 (2006)  
ATTN: JFW  
NVR SETTLEMENT SERVICES, INC.  
5875 TRINITY PARKWAY #180  
CENTREVILLE, VA 20120

Box 44

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  
15<sup>th</sup> 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 18<sup>th</sup> 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: JMD

105/3/9/15CC F/ (PMAUT)  
206-35-0878-000 (PMAUT)  
units 00504 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

Egy K.

Paul Mock

COMMONWEALTH OF VIRGINIA

COUNTY OF LOUDOUN, to-wit:

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

Lynn Kelly  
Notary Public

My Commission Expires: 5-31-09

- 7 -



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 17<sup>th</sup> 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: JMC

206-35-0878-000 (PARENT)  
105/10/9/SECF/ (PARENT)

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  
16<sup>th</sup> 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  
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 20<sup>th</sup> 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}

Order: VJ93V52YW  
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

TV: 105/10/9/15-00F/  
GRN: 206-35-0878-000

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 H. Mock  
Title: Division Manager

STATE OF Virginia  
COUNTY OF London, to-wit:

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of November, 2006, by Paul Mock, 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}

Order: V293V52YW  
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. 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

**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**

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 11:34:45AM  
Gary M. Clemens, Clerk

THE CONDOMINIUMS AT KIRKPATRICK FARMS

**THIS AMENDMENT TO CONDOMINIUM INSTRUMENTS** is made this 12<sup>th</sup>  
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

> parent

TM# 105/B/9 // Sec F/  
GPN 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 10<sup>th</sup> 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

2  
Order: VZ93V52YW  
Address: 41870 Inspiration Ter  
Order Date: 02-21-2020  
Document not for resale  
HomeWiseDocs

**EXHIBIT "A"**  
**TO**  
**AMENDMENT**

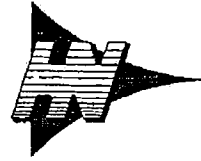
**SUBMITTED LAND DESCRIPTION**

**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

**EXHIBIT "B"**

**TO**

**AMENDMENT**

**COMMON ELEMENT INTEREST SCHEDULE**



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**

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

Plat# 20070423-0030679  
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 19<sup>th</sup>  
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

105/3/9 // 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:

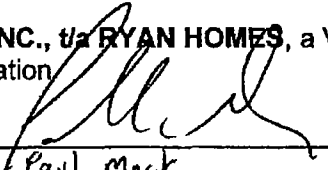
Pursuant to Section 55-79.56(b) of the Condominium Act the Common Element Interests in the Condominium are hereby reallocated to each Unit in accordance with Exhibit "B" attached hereto, and pursuant to Section 55-79.73C of the Condominium Act, liability for Common Expenses and votes in the Unit Owners 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 19<sup>th</sup> 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**

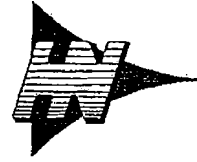
**SUBMITTED LAND DESCRIPTION**

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: 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 20070723-0054620

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 11<sup>th</sup> 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  
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NVR SETTLEMENT SERVICES, INC.  
5875 TRINITY PARKWAY #180  
CENTREVILLE, VA 20120  
ATTN: JAW

206-35-0878-000 (Parent)  
105/3/9/560F/ (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: [Signature]

Name: Paul Mock

Title: Vice President

STATE OF Virginia  
COUNTY OF Fairfax, to-wit:

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of July, 2007, 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

{A0120574.DOC / 1 Amendment Phase 6 001610 000011}



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

# 365459

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Order Date: 02-21-2020  
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**EXHIBIT "A"**  
**TO**  
**AMENDMENT**

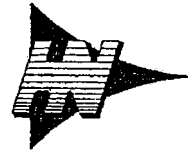
**SUBMITTED LAND DESCRIPTION**

**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](http://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

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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**

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

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Order Date: 02-21-2020

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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

Order: VZ93V52YW

Address: 1000 8th St, San Francisco, CA 94103  
 Order Date: 02-21-2020

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**EXHIBIT "D" AND "E"**  
**TO**  
**AMENDMENT**

**PLATS AND PLANS**

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.

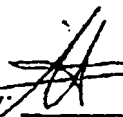
24. Addresses. Communications to the Beneficiary hereunder should be addressed to: NVR, Inc., 7601 Lewinsville Road, Suite 300, McLean, Virginia 22102, Attention: Dennis Seremet. The address of Grantor is: Kirkpatrick L.C., 8614 Westwood Center Drive, Suite 900, Vienna, Virginia 22182.

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 <sup>Managing</sup>~~Member~~ of KIRKPATRICK L.C., a party to a certain deed of trust bearing date of 12 day of Sept., 2000, and hereio 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  
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## 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\dr\clients\0707425\00001\AGT\000911 Exhibit A.doc

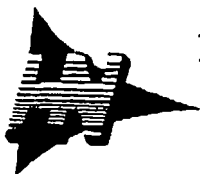
## **EXHIBIT A**

### **Description of Real Property to be Released Pursuant to Certificate and Affidavit of Partial Satisfaction**

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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;

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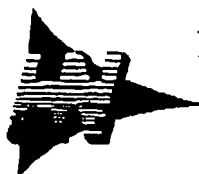
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N 85°05'59" E 189.20 feet to a point, said point being on aforesaid western right of way line of Gum Springs Road;

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.;



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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**;

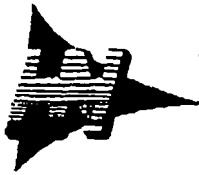
Thence departing said Point of Beginning, and continuing through the lands of Kirkpatrick, L.P. the following two (2) courses and distances:

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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## 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  $48^{\circ}47'53''$ , an arc length of 493.98, feet, a tangent of 263.09 feet, a chord bearing and distance of N  $63^{\circ}23'09''$  W 479.18 feet to a point;

N  $51^{\circ}00'48''$  E 28.50 feet to a point;

N  $38^{\circ}39'01''$  E 292.24 feet to point;

N  $31^{\circ}50'14''$  E 77.35 feet to a point;

S  $29^{\circ}06'57''$  E 27.69 feet to a point;

N  $77^{\circ}00'44''$  E 120.75 feet to a point;

S  $89^{\circ}45'01''$  E 50.35 feet to a point;

N  $83^{\circ}00'54''$  E 112.75 feet to a point;

N  $06^{\circ}40'06''$  W 75.25 feet to a point;

N  $34^{\circ}11'01''$  E 134.40 feet to a point;

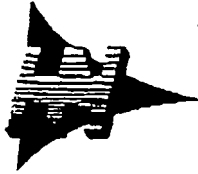
N  $64^{\circ}37'42''$  E 53.74 feet to a point;

N  $43^{\circ}58'09''$  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  $58^{\circ}49'10''$  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  $19^{\circ}52'08''$  E 1202.18 feet to a point,

S  $77^{\circ}17'03''$  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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## 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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**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;

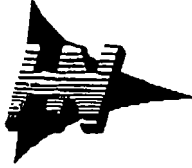
along a curve to the right having a radius of 1000.00 feet, a delta of 02°17'59", an arc length of 40.14 feet, a tangent of 20.07 feet, and a chord bearing and distance of S 86°38'06" E 40.13 feet to a point;

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.;



**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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**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.;