

**Rules and Regulations**  
**Condominiums at Kirkpatrick Farms (The)**

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

**ARTICLE I**

**GENERAL**

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

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

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

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

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

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

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

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

(d) "Common Expenses" means and includes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE II

### UNIT OWNERS ASSOCIATION

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

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

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

#### Section 4. Special Meetings.

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

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

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

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

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

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

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

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

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

**Section 9. Voting.**

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

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

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

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

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



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

### ARTICLE III

#### BOARD OF DIRECTORS

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

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

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

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

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

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

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

(f) Make and amend the Rules and Regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iii) cash accounts of the Unit Owners Association

shall not be commingled with any other accounts;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

## ARTICLE IV

### OFFICERS

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

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

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

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

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

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

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

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

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

## ARTICLE V

### LIABILITY AND INDEMNIFICATION OF OFFICERS AND DIRECTORS

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

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

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

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

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

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

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

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

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

## ARTICLE VI

### OPERATION OF THE PROPERTY

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

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

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

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

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

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

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

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

(v) Management Fees.

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

(vii) Service contracts and employee's salaries.

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

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

## Section 2. Assessment and Payment of Common Expenses.

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

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

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

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

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

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

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

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

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

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



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

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

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

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

(b) By the Unit Owner.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 10. Easements in Favor of Unit Owners Association.

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

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

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

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

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

## ARTICLE VII

### INSURANCE

#### Section 1. Authority to Purchase.

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

(b) Each such policy shall provide that:

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

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

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

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

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

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

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

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

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

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

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

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

#### Section 2. Physical Damage Insurance.

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

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

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

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

(b) Such policy shall also provide:

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

Section 6. Insurance Trustee.

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

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

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

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

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

## ARTICLE VIII

### REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY

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

#### Section 2. Procedure for Reconstruction and Repair:

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

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

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

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

### Section 3. Disbursements of Construction Funds.

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

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

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

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

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

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

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

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

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

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

## ARTICLE IX

### MORTGAGES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE X

### COMPLIANCE AND DEFAULT

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

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



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

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

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

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

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

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

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

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

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

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

## Section 2. Lien for Assessments.

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

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

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

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

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

## ARTICLE XI

### USE RESTRICTIONS ON UNITS AND COMMON ELEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4. Parking Spaces.

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

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

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

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

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

## ARTICLE XII

### CONDEMNATION

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



## ARTICLE XIII

### MISCELLANEOUS

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

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

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

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

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

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

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

## ARTICLE XIV

### AMENDMENTS TO BYLAWS

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

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

## ARTICLE XV

### DISPUTE RESOLUTION

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

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

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

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

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

#### Section 2. Settlement Statement: Conference.

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

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

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

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

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

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

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

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

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

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

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

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

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_, to-wit:

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

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

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

**EXHIBIT "A"**

**TO**

**BYLAWS**

**SCHEDULE OF MAINTENANCE RESPONSIBILITIES**

**EXHIBIT "A"**  
**TO**  
**BYLAWS**

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

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

Maintenance Responsibilities Chart Page 2

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



Maintenance Responsibilities Chart Page 3

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

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

Tax Map No.: \_\_\_\_\_

**DECLARATION**  
  
**OF**  
  
**THE CONDOMINIUMS AT KIRKPATRICK FARMS**

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

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

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

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

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

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

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

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

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

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

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

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

V. **COMMON ELEMENTS:**

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

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

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

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

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

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

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

Unit Type	Par Value
B	1650
T	2640

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### Section 3. Declarant's Right to Grant Easements:

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

### Section 4. Easement to Facilitate Sales:

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

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

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



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

**Section 6. Easements for Encroachments:**

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

**Section 7. Easement to Facilitate Expansion:**

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

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

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

**Section 9. Easement for Construction:**

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

#### Section 10. Additional Land Ingress and Egress:

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

#### Section 11. Easement for Use of Common Facilities:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

***IN WITNESS WHEREOF,*** the Declarant has caused this Declaration to be executed in its name this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

NVR, INC., t/a RYAN HOMES

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_, to-wit:

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

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

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

RATIFICATION AND CONSENT

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

**Two Greens/Kirkpatrick LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_, to-wit:

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

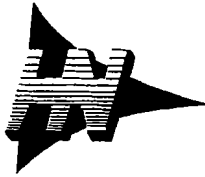
\_\_\_\_\_  
Notary Public

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

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

**DESCRIPTION OF SUBMITTED LAND**





**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.

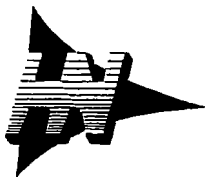
Huntley, Nyce & Associates, Ltd.  
7 February 2005

**EXHIBIT "A-1"**

**TO**

**DECLARATION**

**DESCRIPTION OF ADDITIONAL LAND**



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

SURVEYING - CIVIL ENGINEERING - LAND PLANNING

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**DIRECTORS**

CHAIRMAN OF THE BOARD

CHARLES J. HUNTLEY

PRESIDENT

LESTER O. NYCE P.E.

VICE PRESIDENT

ROBERT L. SPROLES P.E.

**LEGAL DESCRIPTION**

**PHASE 2 ~ THE CONDOMINIUMS AT KIRKPATRICK FARMS**

**BEING A PORTION OF**

**SECTION F ~ KIRKPATRICK FARMS**

**INSTRUMENT 20040901-0093455**

**DULLES MAGISTERIAL DISTRICT**

**DULLES ELECTION DISTRICT**

**LOUDOUN COUNTY, VIRGINIA**

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

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

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

S 21°08'55" E 137.50 feet to a point;

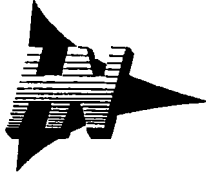
S 68°51'05" W 116.11 feet to a point;

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

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

Huntley, Nyce & Associates, Ltd.

4 April 2005



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

SURVEYING - CIVIL ENGINEERING - LAND PLANNING

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

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DIRECTORS

CHAIRMAN OF THE BOARD  
CHARLES J. HUNTLEY

PRESIDENT  
LESTER O. NYCE P.E.

VICE PRESIDENT  
ROBERT L. SPROLES P.E.

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

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

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

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

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

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

S 68°51'05" W 60.26 feet to a corner;

N 21°08'55" W 16.07 feet to a corner;

S 68°51'05" W 37.04 feet to a corner;

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

N 64°30'01" W 27.40 feet to a point;

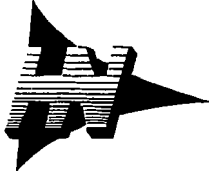
Order: 193V52YW  
Address: 41870 Inspiration Ter  
Order Date: 02-21-2020  
Document not for resale  
HomeWiseDocs

N 21°08'55" W 107.00 feet to a point;

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

Huntley, Nyce & Associates, Ltd.  
4 April 2005

n:\4344



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

SURVEYING - CIVIL ENGINEERING - LAND PLANNING

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

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DIRECTORS

CHAIRMAN OF THE BOARD  
CHARLES J. HUNTLEY

PRESIDENT  
LESTER O. NYCE P.E.

VICE PRESIDENT  
ROBERT L. SPROLES P.E.

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

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

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

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

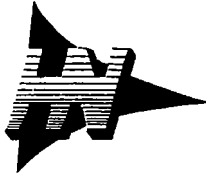
S 21°08'55" E 137.50 feet to a point;

S 68°51'05" W 154.00 feet to a point;

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

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

Huntley, Nyce & Associates, Ltd.  
4 April 2005



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

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

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

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

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

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

S 68°51'05" W 154.00 feet to a point;

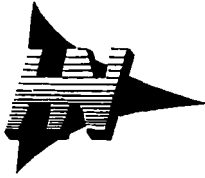
N 21°08'55" W 107.00 feet to a point;

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

Huntley, Nyce & Associates, Ltd.  
4 April 2005

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**LEGAL DESCRIPTION**

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

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

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

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

S 21°08'55" E 137.50 feet to a point;

S 68°51'05" W 134.23 feet to a point;

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

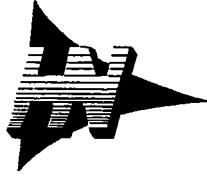
**THENCE** with said Section D-1, N 68°51'05" E 134.23 feet to the **POINT OF BEGINNING** and containing 18,456 square feet ~ 0.4237 Acres.

Huntley, Nyce & Associates, Ltd.  
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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;

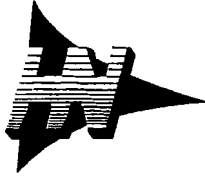
N 21°08'55" W 107.00 feet to a point;

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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4 April 2005

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

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

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

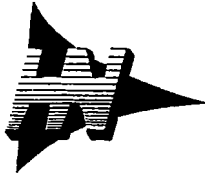
S 21°08'55" E 137.50 feet to a point;

S 68°51'05" W 108.51 feet to a point;

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

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

Huntley, Nyce & Associates, Ltd.  
4 April 2005



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## 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;

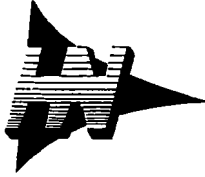
N 31°42'30" E 45.55 feet to a point;

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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4 April 2005

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**LEGAL DESCRIPTION**

**PHASE 10 ~ THE CONDOMINIUMS AT KIRKPATRICK FARMS**

**BEING A PORTION OF**

**SECTION F ~ KIRKPATRICK FARMS**

**INSTRUMENT 20040901-0093455**

**DULLES MAGISTERIAL DISTRICT**

**DULLES ELECTION DISTRICT**

**LOUDOUN COUNTY, VIRGINIA**

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

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

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

S 21°08'55" E 137.50 feet to a point;

S 68°51'05" W 62.72 feet to a point;

S 31°42'30" W 45.55 feet to a point;

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

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

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

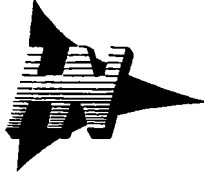
S 78°13'58" E 255.67 feet to a corner;

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

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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;

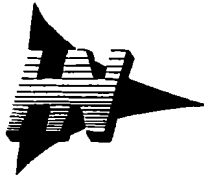
N 21°08'55" W 33.81 feet to a point;

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;

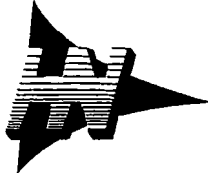
S 21°08'55" E 33.81 feet to a point;

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;

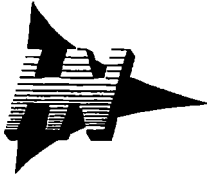
N 68°51'05" E 86.91 feet to a point;

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

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

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

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

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

N 21°08'55" W 16.07 feet to a corner;

S 68°51'05" W 37.04 feet to a corner;

S 21°08'55" E 16.02 feet to a corner;

S 58°17'30" E 25.79 feet to a corner;

S 13°12'03" E 44.92 feet to a corner;

S 31°42'30" W 97.05 feet to a corner;

S 71°00'55" W 67.15 feet to a corner;

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S 31°42'30" W 32.78 feet to a corner;

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

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

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

S 31°42'30" W 80.09 feet to a corner;

S 64°16'02" W 18.23 feet to a corner;

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

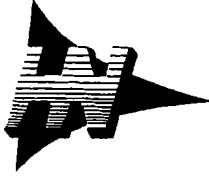
N 58°17'30" W 136.17 feet to a point;

N 31°34'31" E 104.09 feet to a point;

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

Huntley, Nyce & Associates, Ltd.  
4 April 2005

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

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

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

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

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

N 21°08'55" W 16.07 feet to a corner;

S 68°51'05" W 37.04 feet to a corner;

S 21°08'55" E 16.02 feet to a corner;

S 58°17'30" E 25.79 feet to a corner;

S 13°12'03" E 44.92 feet to a corner;

S 31°42'30" W 97.05 feet to a corner;

S 71°00'55" W 67.15 feet to a corner;

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S 31°42'30" W 32.78 feet to a corner;

S 00°51'03" E 37.28 feet to a corner;

S 31°42'30" W 80.09 feet to a corner;

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

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

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

S 31°42'30" W 87.55 feet to a corner;

S 64°16'02" W 41.10 feet to a corner;

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

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

N 31°42'30" E 144.14 feet to a point;

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

Huntley, Nyce & Associates, Ltd.  
4 April 2005

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**DIRECTORS**

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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  
Document not for resale  
HomeWiseDocs

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;

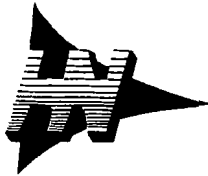
S 58°17'30" E 115.44 feet to a point;

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

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**DIRECTORS**

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PRESIDENT  
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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:

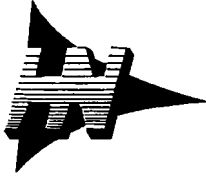
N 31°42'30" E 166.91 feet to a point;

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

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DIRECTORS

CHAIRMAN OF THE BOARD  
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PRESIDENT  
LESTER O. NYCE P.E.

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;

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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 305.20 feet to a corner;

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

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

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

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

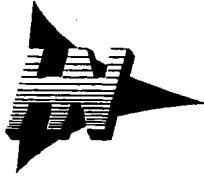
N 31°42'30" E 166.91 feet to a point;

S 58°17'30" E 126.00 feet to a point;

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

Huntley, Nyce & Associates, Ltd.  
4 April 2005

n:\4344



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

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DIRECTORS

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LESTER O. NYCE P.E.

VICE PRESIDENT  
ROBERT L. SPROLES P.E.

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

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

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

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

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

N 21°08'55" W 16.07 feet to a corner;

S 68°51'05" W 37.04 feet to a corner;

S 21°08'55" E 16.02 feet to a corner;

S 58°17'30" E 25.79 feet to a corner;

S 13°12'03" E 44.92 feet to a corner;

S 31°42'30" W 97.05 feet to a corner;

S 71°00'55" W 67.15 feet to a corner;

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

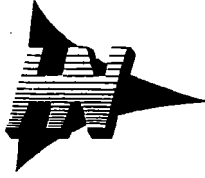
**THENCE** departing said Section E and through Section F the following two (2) courses and distances:

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

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DIRECTORS

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CHARLES J. HUNTLEY

PRESIDENT  
LESTER O. NYCE P.E.

VICE PRESIDENT  
ROBERT L. SPROLES P.E.

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

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

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

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

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

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

N 21°08'55" W 143.00 feet to a point;

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

Huntley, Nyce & Associates, Ltd.  
4 April 2005

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

SECTION E  
KIRKPATRICK FARMS  
INSTR. 20050000-00000000  
ZONED: PD-H4

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

N 457,000

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

N 456,500

LINE TABLE

LINE	BEARING	LENGTH
L1	N 21°08'35" W	16.07'
L2	S 68°31'05" W	37.04'
L3	S 21°08'55" E	16.02'
L4	S 38°17'30" E	25.79'
L5	S 13°12'03" E	44.92'
L6	S 31°42'30" W	97.05'
L7	S 71°00'55" W	67.15'
L8	S 31°42'30" W	32.78'
L9	S 00°51'03" E	37.28'
L10	S 31°42'30" W	80.09'
L11	S 64°16'02" W	44.27'
L12	S 31°42'30" W	87.55'
L13	S 64°16'02" W	41.10'
L14	S 31°42'30" W	22.77'
L15	S 64°30'01" E	27.40'

TWO GREENS/KIRKPATRICK LLC  
PIN 249-39-3607  
DB 2175 PG 111  
ZONED: PD-H4

EX. ELOQUENCE TERRACE  
EX. INGRESS-EGRESS ESM FT  
INSTR. 20040505-0044227

EX. CURIOSITY SQUARE  
EX. INGRESS-EGRESS ESM FT  
INSTR. 20040505-0044227

PARCEL C2-A

PARCEL C1-A

PHASE #1  
23,841 SQ FT  
0.5473 ACRES  
SUBMITTED LAND

PHASE #2  
15,985 SQ FT  
0.3686 ACRES  
ADDITIONAL LAND

PHASE #20  
24,784 SQ FT  
0.5692 ACRES  
ADDITIONAL LAND

PHASE #3  
15,519 SQ FT  
0.3583 ACRES  
ADDITIONAL LAND

PHASE #5  
16,478 SQ FT  
0.3783 ACRES  
ADDITIONAL LAND

PHASE #7  
15,194 SQ FT  
0.3488 ACRES  
ADDITIONAL LAND

PHASE #9  
19,149 SQ FT  
0.4398 ACRES  
ADDITIONAL LAND

PHASE #10  
32,467 SQ FT  
0.7453 ACRES  
ADDITIONAL LAND

PHASE #18  
21,031 SQ FT  
0.4827 ACRES  
ADDITIONAL LAND

PHASE #17  
20,928 SQ FT  
0.4804 ACRES  
ADDITIONAL LAND

PHASE #18  
16,840 SQ FT  
0.3820 ACRES  
ADDITIONAL LAND

PHASE #14  
15,131 SQ FT  
0.3474 ACRES  
ADDITIONAL LAND

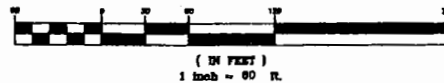
PHASE #15  
23,841 SQ FT  
0.5473 ACRES  
ADDITIONAL LAND

SECTION G  
KIRKPATRICK FARMS  
INSTR. 20040901-0093455  
ZONED: PD-H4

NOTES

1. THE PROPERTY SHOWN HEREON IS DESIGNATED AS LOUDOUN COUNTY TAX ASSESSMENT PIN 208-35-0878 AND IS ZONED PD-H4 UNDER THE REVISED 1993 LOUDOUN COUNTY ZONING ORDINANCE. SECTION F CONTAINS 9,3889 ACRES IN ITS ENTIRETY.
2. PERIMETER BOUNDARY INFORMATION FOR SECTION F SHOWN HEREON IS PER A PLAT ENTITLED "RECORD PLAT OF SECTIONS F AND G ~ KIRKPATRICK FARMS ~ PHASE II" AND RECORDED IN INSTRUMENT 20040901-0093455.
3. THE PROPERTY SHOWN HEREON LIES WITHIN FLOOD HAZARD ZONE X (AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN) ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP FOR LOUDOUN COUNTY, VIRGINIA, MAP NUMBER 51070370, PANEL 370 OF 425, AND EFFECTIVE JULY 5, 2001.

GRAPHIC SCALE



SURVEYOR'S CERTIFICATE

I, DENNIS P. CORL, A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THE PLAT FOR "THE CONDOMINIUMS AT KIRKPATRICK FARMS" IS ACCURATE (WITHIN NORMAL TOLERANCE) AND COMPLEES WITH SECTION 55-79.58A OF THE VIRGINIA CONDOMINIUM ACT AND THAT THE BUILDINGS AND PHYSICAL IMPROVEMENTS SHOWN HEREON FOR THE SUBMITTED LAND, PHASE 1, ARE SUBSTANTIALLY COMPLETE.

GIVEN THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2005.

DENNIS P. CORL  
L.S.#001749

\*\* THE CERTIFICATION SHOWN HEREON IS FOR SHEETS 1 THROUGH 3 OF 3

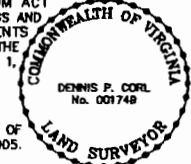


EXHIBIT "D" CONDOMINIUM PLAT

SHOWING  
SUBMITTED LAND, ADDITIONAL LAND, EXISTING IMPROVEMENTS  
AND EXISTING EASEMENTS  
"THE CONDOMINIUMS AT KIRKPATRICK FARMS"  
PHASE 1

DULLES MAGISTERIAL DISTRICT ~ DULLES ELECTION DISTRICT ~ LOUDOUN COUNTY, VIRGINIA

SCALE:  
1"=60'

DATE:  
JANUARY 14, 2005

REVISIONS:

SHEET

1 OF 3

FILE NO.  
4344-CONDO(PH1)

Huntley, Nye & Associates, Ltd.  
SURVEYORS - CIVIL ENGINEERS - LAND PLANNERS  
201 MILLER DRIVE, S.E.  
SUITE 100  
DULLES, VIRGINIA 20146  
TEL: 703-261-1000  
FAX: 703-261-1001  
WWW.HUNTLEYNYE.COM  
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SECTION D-1  
KIRKPATRICK FARMS  
INSTRU. 20040505-0044227  
ZONED: PD-H4

DOMINION TRANSMISSION INC.  
(CNG TRANSMISSION CORPORATION)  
DB 1165 PG 1631  
PIN 249-30-4251  
ZONED: TR1LF

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. 20040603-0058122

(1B)  
C/L EX. 10' LCSA  
SANITARY SEWER ESM'T.  
INSTR. 20058777-7777777

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

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

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

(3A) (3A)  
 C/L EX. 60'  
 STORM DRAIN ESM'T  
 INSTR. 20057???-??????

EX. 25' TEMPORARY  
STORM DRAIN ESM'T  
INSTR. 20052222-2222222

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


  
 C/L EX. 15'
   
 STORM DRAIN ESM'T
   
 INSTR. 2005????-??????

(3E)  
 C/L EX 20'  
 STORM DRAIN ESM'T  
 INSTR. 20057777-77777777

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

EX. INGRESS-EGRESS  
ESMT.  
INSTRU. 2005????-???????

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

EX. INGRESS-EGRESS/PUBLIC  
ACCESS ESM'T.  
INSTRU. 20057777-7777777  
(FOR TRAILS)

**GRAPHIC SCALE**

( IN FEET )  
1 inch = 60 ft

VIRGINIA STATE GRID NORTH  
NAD 27

S P. CORL  
001749



EXHIBIT "D" CONDOMINIUM PLAT

**SUBMITTED LAND, ADDITIONAL LAND, EXISTING IMPROVEMENTS  
SHOWING  
AND EXISTING EASEMENTS  
"THE CONDOMINIUMS AT KIRKPATRICK FARMS"**

THE CONDOMINIUMS AT NINEPATRICK PARKS  
PHASE 1  
DULLES MAGISTERIAL DISTRICT ~ DULLES ELECTION DISTRICT ~ LOUDOUN COUNTY, VIRGINIA

SCALE:  
1"=20'

DATE: \_\_\_\_\_  
 \_\_\_\_\_

REVISOR



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1

SHEET

FILE NO.

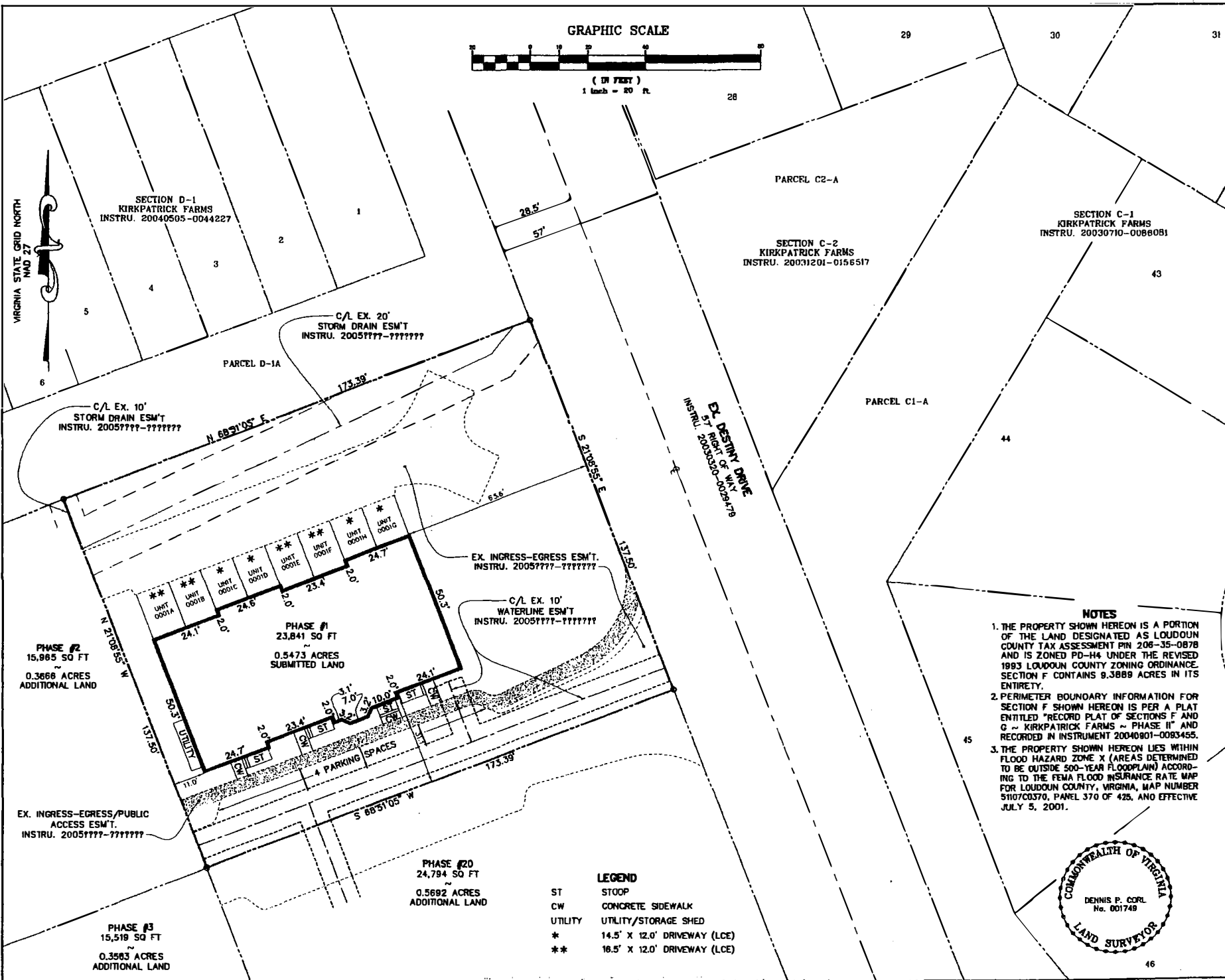
11. On

**Huntley, Nyce & Associates, Ltd.**

ONHUSVIA LUM - DIFFERENTIAL TALK - COMPARISON

701 MILLER DRIVE, S.E.  
SUITE F-2  
LAKELAND, FLORIDA 33801

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Huntley, Noyce & Associates, Ltd.  
SURVEYING - CIVIL ENGINEERING - LAND PLANNING  
711 KILPATRICK DRIVE, S.E.  
SUITE F-1  
ALBANY, GA 31707-1700  
404-776-1400  
FAX 404-776-1400  
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EXHIBIT "D" CONDOMINIUM PLAT  
SHOWING  
SUBMITTED LAND, ADDITIONAL LAND, EXISTING IMPROVEMENTS  
AND EXISTING EASEMENTS  
"THE CONDOMINIUMS AT KIRKPATRICK FARMS"  
PHASE 1  
DULLES MAGISTERIAL DISTRICT ~ DULLES ELECTION DISTRICT ~ LOUDOUN COUNTY, VIRGINIA

SCALE  
1"=20'

DATE:  
JANUARY 14, 2008

REVISIONS:


SHEET  
3 OF 3  
FILE NO.  
4344-CONDO(PH1)

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

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

**Huntley, Nyce & Associates, Ltd.**  
 ARCHITECTS - CIVIL ENGINEERS - LAND PLANNERS  
 1400 N. GREENWAY BLVD., SUITE 100  
 FALLS CHURCH, VIRGINIA 22044  
 TEL: 703-778-1000 FAX: 703-778-1001

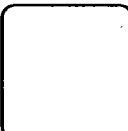
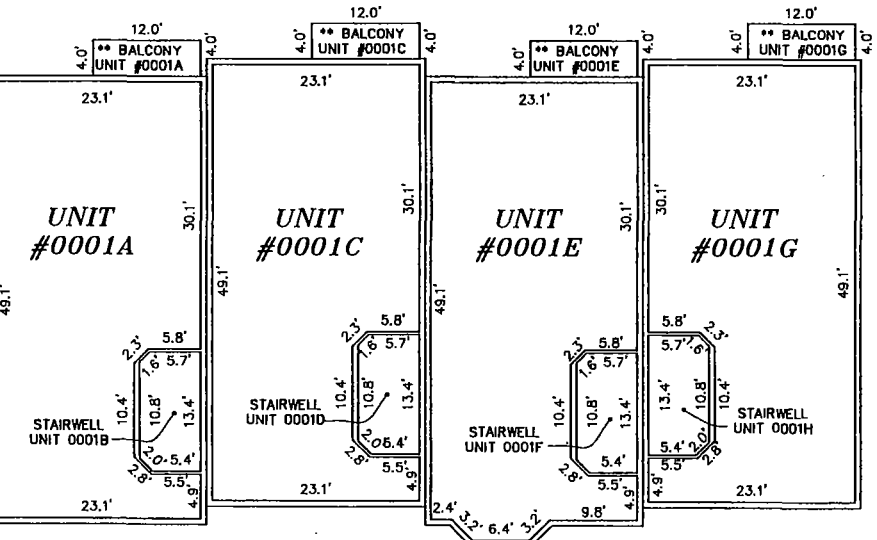


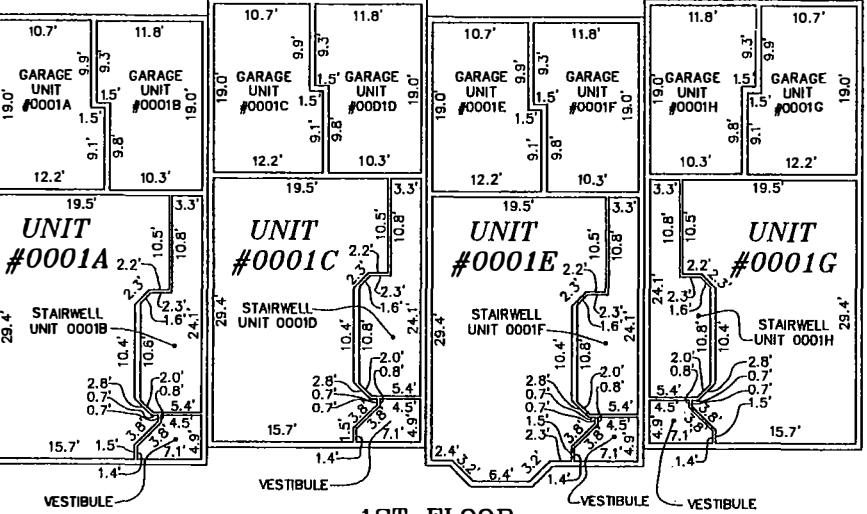
EXHIBIT "E"  
 KIRKPATRICK FARMS  
 "THE CONDOMINIUMS AT KIRKPATRICK FARMS"  
 PHASE 1  
 LOUDOUN COUNTY, VA ~ DULLES MAGISTERIAL DISTRICT ~ BROAD RUN ELECTION DISTRICT

SCALE:	1"=10'
DATE:	1/07/05
REVISIONS:	
RYAN HOMES CHANGES	AUGUST 16, 2005

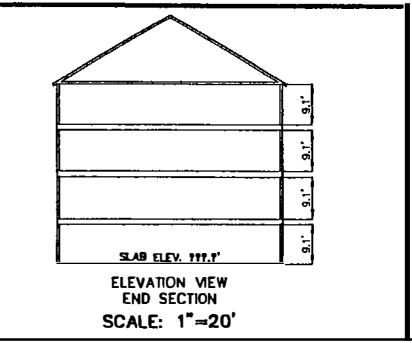
SHEET  
 1 OF 1  
 FILE NO.  
 4344-CONDO-PHR



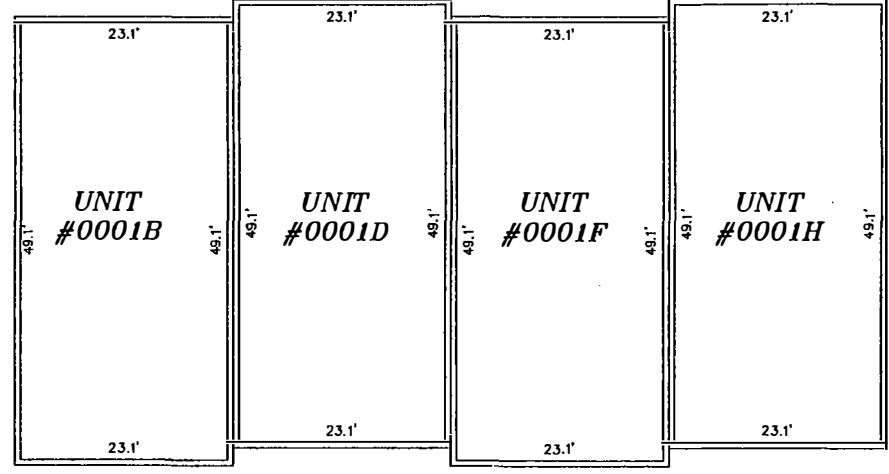
2ND FLOOR



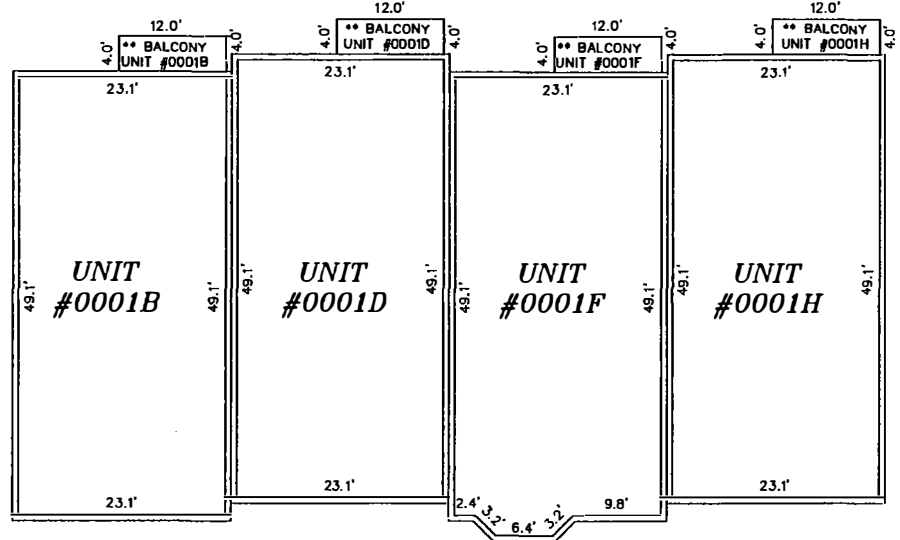
1ST FLOOR



\*\* DENOTES LIMITED COMMON ELEMENT



4TH FLOOR



3RD FLOOR

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





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.

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

- 1 -



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. : 105/03/9 // SEC/F (2006) NVR SETTLEMENT SERVICES, INC.  
GFW : 206-35-0878.000 (2006) 5875 TRINITY PARKWAY #180  
ATTN: JFW 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

Paul Mock

Ryan Homes

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: JIM

105/3/9/1/SEC F/ (PAGET)  
206-35-0878-000 (PAGET)  
UNITS 00054 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  
ARM: JMC

206-35-0878-000 (PARENT)  
105/10/14/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 Harney  
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# 20061127-0098183



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: V193V52YW  
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: 105/10/9/15:00  
GPN: 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**

Order: VZ33V52YW  
Address: 41870 Inspiration Ter  
Order Date: 02-21-2020  
Document not for resale  
HomeWiseDocs

**Directors & Officers**

Chairman of the Board  
CHARLES J. HUNTLEY, SR., L.S.  
Senior Vice President  
ROBERT L. SPROLES, P.E.  
President/Retired  
LESTER O. NYCE, P.E.  
President & C.E.O.  
CHARLES J. HUNTLEY, JR., L.S.  
Vice President  
REZA A. HAKIMI  
Vice President  
TOM CHAO, M.E., P.E.

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

SURVEYING - CIVIL ENGINEERING - LAND PLANNING  
751 Miller Drive, S.E.  
Suite F-2  
Leesburg, Virginia 20175  
Telephone: (703) 779-4905 • Facsimile: (703) 779-2490  
www.huntleynyce.com



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

**COMMENCING** at the Southeasternmost corner of Parcel D-1A ~ Section D-1 ~ Kirkpatrick Farms ~ Instrument 20040505-0044227, said corner also lying in the Western Right-of-Way line of Destiny Drive ~ 57' Right-of-Way ~ Instrument 20030320-002979, said corner being common to the Northeastern corner of Phase 1 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms ~ Instrument 20040901-0093455;

**THENCE** departing said Western Right-of-Way line of Destiny Drive, and running with the Southern Boundary line of said Parcel D-1A ~ Section D-1 ~ Kirkpatrick Farms, S 68°51'05" W 173.39 feet to the **POINT OF BEGINNING**, said **POINT OF BEGINNING** being a common corner to Northeastern corner 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: VZ43V52YW  
Address: 41870 Inspiration Ter  
Order Date: 02-21-2020  
Document not for resale  
HomeWiseDocs

**THENCE** departing the Eastern Phase line of said Phase 4 ~ "The Condominiums at Kirkpatrick Farms" ~ Section F ~ Kirkpatrick Farms and running with the Southern Boundary line of said Parcel D-1A ~ Section D-1 ~ Kirkpatrick Farms, N 68°51'05" E 116.11 feet to the **POINT OF BEGINNING** and containing 15,965 square feet ~ 0.3665 acre of land more or less as shown on a plat prepared by Huntley, Nyce & Associates, Ltd. entitled "Exhibit D Condominium Plat Showing Submitted Land, Additional Land, Existing Improvements and Existing Easements ~ "The Condominiums At Kirkpatrick Farms," dated October 25, 2005 and last revised January 13, 2006.

Huntley, Nyce & Associates, Ltd.  
1 May 2006

**EXHIBIT "B"**  
**TO**  
**AMENDMENT**

**COMMON ELEMENT INTEREST SCHEDULE**

Order: VZ9**6**V52YW  
Address: 41870 Inspiration Ter  
Order Date: 02-21-2020  
Document not for resale  
HomeWiseDocs



Exhibit B  
Common Element Interest Schedule

Phase	Unit	Type	Par Value	Common Element Interest
1	0001A	B	1650	5/104
1	0001B	T	2640	1/13
1	0001C	B	1650	5/104
1	0001D	T	2640	1/13
1	0001E	B	1650	5/104
1	0001F	T	2640	1/13
1	0001G	B	1650	5/104
1	0001H	T	2640	1/13
2	0002A	B	1650	5/104
2	0002B	T	2640	1/13
2	0002C	B	1650	5/104
2	0002D	T	2640	1/13
2	0002E	B	1650	5/104
2	0002F	T	2640	1/13
2	0002G	B	1650	5/104
2	0002H	T	2640	1/13
Total:			34320	1


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

**PLATS AND PLANS**

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 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., ~~the~~ RYAN HOMES, a Virginia corporation

By: \_\_\_\_\_

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.

Lynn Kelly  
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**

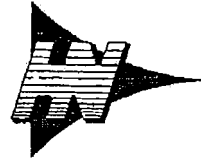
**SUBMITTED LAND DESCRIPTION**

**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**

Order <sup>6</sup>/Z93V52YW  
Address: 41870 Inspiration Ter  
Order Date: 02-21-2020  
Document not for resale  
HomeWiseDocs



Exhibit B  
Common Element Interest Schedule

Phase	Unit	Type	Par Value	Common Element Interest
1	0001A	B	1650	5/208
1	0001B	T	2640	1/26
1	0001C	B	1650	5/208
1	0001D	T	2640	1/26
1	0001E	B	1650	5/208
1	0001F	T	2640	1/26
1	0001G	B	1650	5/208
1	0001H	T	2640	1/26
2	0002A	B	1650	5/208
2	0002B	T	2640	1/26
2	0002C	B	1650	5/208
2	0002D	T	2640	1/26
2	0002E	B	1650	5/208
2	0002F	T	2640	1/26
2	0002G	B	1650	5/208
2	0002H	T	2640	1/26
3	0003A	B	1650	5/208
3	0003B	T	2640	1/26
3	0003C	B	1650	5/208
3	0003D	T	2640	1/26
3	0003E	B	1650	5/208
3	0003F	T	2640	1/26
3	0003G	B	1650	5/208
3	0003H	T	2640	1/26
4	0004A	B	1650	5/208
4	0004B	T	2640	1/26
4	0004C	B	1650	5/208
4	0004D	T	2640	1/26
4	0004E	B	1650	5/208
4	0004F	T	2640	1/26
4	0004G	B	1650	5/208
4	0004H	T	2640	1/26
Total:			68640	1

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

**PLATS AND PLANS**

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 0005A-0005H, PH. 5

Box 44

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

II. UNIT BOUNDARIES:

The Unit boundaries for the Units added by this AMENDMENT TO CONDOMINIUM INSTRUMENTS shall be exactly the same as the Unit boundaries created by the Declaration.

III. UNDIVIDED INTEREST IN COMMON ELEMENTS AND REALLOCATION OF VOTES:

Pursuant to Section 55-79.56(b) of the Condominium Act the Common Element Interests in the Condominium are hereby reallocated to each Unit in accordance with Exhibit "B" attached hereto, and pursuant to Section 55-79.73C of the Condominium Act, liability for Common Expenses and votes in the Unit Owners Association are similarly reallocated in accordance with the Bylaws.

IV. CONFIRMATION OF CONDOMINIUM INSTRUMENTS:

Except as modified by this Amendment, all of the terms and provisions of the Condominium Instruments are hereby expressly ratified and confirmed and shall remain in full force and effect and shall be applicable to the Condominium Units and Common Elements created hereby.

**IN WITNESS WHEREOF**, the Declarant has caused this Instrument to be executed as of the date described above.

NVR, INC., 1/a RYAN HOMES, a Virginia corporation

By: 

Name: Paul Mock

Title: Vice President

STATE OF Virginia  
COUNTY OF Stafford, to-wit:

The foregoing instrument was acknowledged before me this 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**

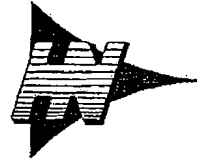
**SUBMITTED LAND DESCRIPTION**

**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: 61870 Inspiration Ter  
Order Date: 02-21-2020  
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Exhibit B  
Common Element Interest Schedule

Phase	Unit	Type	Par Value	Common Element Interest
1	0001A	B	1650	1/52
1	0001B	T	2640	2/65
1	0001C	B	1650	1/52
1	0001D	T	2640	2/65
1	0001E	B	1650	1/52
1	0001F	T	2640	2/65
1	0001G	B	1650	1/52
1	0001H	T	2640	2/65
2	0002A	B	1650	1/52
2	0002B	T	2640	2/65
2	0002C	B	1650	1/52
2	0002D	T	2640	2/65
2	0002E	B	1650	1/52
2	0002F	T	2640	2/65
2	0002G	B	1650	1/52
2	0002H	T	2640	2/65
3	0003A	B	1650	1/52
3	0003B	T	2640	2/65
3	0003C	B	1650	1/52
3	0003D	T	2640	2/65
3	0003E	B	1650	1/52
3	0003F	T	2640	2/65
3	0003G	B	1650	1/52
3	0003H	T	2640	2/65
4	0004A	B	1650	1/52
4	0004B	T	2640	2/65
4	0004C	B	1650	1/52
4	0004D	T	2640	2/65
4	0004E	B	1650	1/52
4	0004F	T	2640	2/65
4	0004G	B	1650	1/52
4	0004H	T	2640	2/65
5	0005A	B	1650	1/52
5	0005B	T	2640	2/65
5	0005C	B	1650	1/52
5	0005D	T	2640	2/65
5	0005E	B	1650	1/52
5	0005F	T	2640	2/65
5	0005G	B	1650	1/52
5	0005H	T	2640	2/65
Total:			85800	1

PLAT 200707230054621

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

20070723-0054620  
Loudoun County, VA Pgs: 9  
07/23/2007 2:18:21PM  
Gary M. Clemens, Clerk

AMENDMENT TO  
CONDOMINIUM INSTRUMENTS TO  
THE CONDOMINIUMS AT KIRKPATRICK FARMS

**THIS AMENDMENT TO CONDOMINIUM INSTRUMENTS** is made this 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: \_\_\_\_\_

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.

Lynn Kelly  
Notary Public

My Commission Expires: 5-31-09

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



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

# 365459

Order: VZ93V52YW  
Address: 41870 Inspiration Ter  
Order Date: 02-21-2020  
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**EXHIBIT "A"**

**TO**

**AMENDMENT**

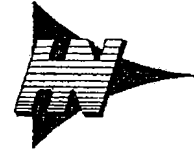
**SUBMITTED LAND DESCRIPTION**

**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**

Order: VZ93V52YW  
Address 6 41870 Inspiration Ter  
Order Date: 02-21-2020  
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Exhibit B  
Common Element Interest Schedule

Phase	Unit	Type	Par Value	Common Element Interest
1	0001A	B	1650	5/312
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

Order: VZ93V52YW

Address: 4070 Inspiration Ter

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

**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.

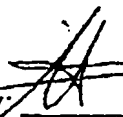
24. Addresses. Communications to the Beneficiary hereunder should be addressed to: NVR, Inc., 7601 Lewinsville Road, Suite 300, McLean, Virginia 22102, Attention: Dennis Seremet. The address of Grantor is: Kirkpatrick L.C., 8614 Westwood Center Drive, Suite 900, Vienna, Virginia 22182.

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 hereto annexed, personally appeared before me in said jurisdiction, the said Ahmad Abdul-Baki being personally well-known to me as (or proved by the oath of credible witnesses to be) the person who executed the said Deed of Trust, and acknowledged the same to be his act and deed.

Given under my hand and seal this 12 day of Sept., 2000.

Christina Sanders  
Notary Public

My Commission Expires: 03/31/02

**EXHIBIT A**  
**[PROPERTY DESCRIPTION]**

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September 12, 2000 9:13 AM

Order: VZ93V52YW  
Address: 41870 Inspiration Ter  
Order Date: 02-21-2020  
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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\dtl\clients\0707425\00001\AGT\000911 Exhibit A.doc

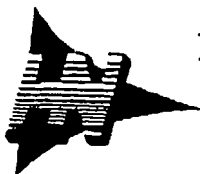
## **EXHIBIT A**

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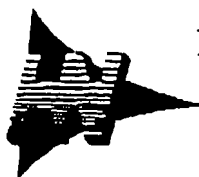
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N 85°05'59" E 189.20 feet to a point, said point being on aforesaid western right of way line of Gum Springs Road;

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;

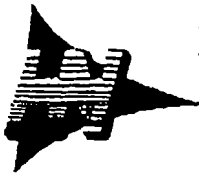
Thence departing said Point of Beginning, and continuing through the lands of Kirkpatrick, L.P. the following two (2) courses and distances:

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°47'53", an arc length of 493.98, feet, a tangent of 263.09 feet, a chord bearing and distance of N 63°23'09" W 479.18 feet to a point;

N 51°00'48" E 28.50 feet to a point;

N 38°39'01" E 292.24 feet to point;

N 31°50'14" E 77.35 feet to a point;

S 29°06'57" E 27.69 feet to a point;

N 77°00'44" E 120.75 feet to a point;

S 89°45'01" E 50.35 feet to a point;

N 83°00'54" E 112.75 feet to a point;

N 06°40'06" W 75.25 feet to a point;

N 34°11'01" E 134.40 feet to a point;

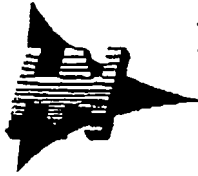
N 64°37'42" E 53.74 feet to a point;

N 43°58'09" E 159.76 feet to a point, said point being on the southern line of the lands of Douglas O. Kent and Linda D. Kent ~ Deed Book 1346 Book 1526 ~ PIN# 206-47-6403;

Thence with said lands of Douglas O. Kent and Linda D. Kent S 58°49'10" E 101.48 feet to a point;

Thence departing said lands of Douglas O. Kent and Linda D. Kent, and through the lands of Kirkpatrick, L.P. S 19°52'08" E 1202.18 feet to a point,

S 77°17'03" W 50.66 feet to the point of beginning and containing 673,027 Square Feet ~ 15.4506 Acres and being shown as Release Parcel "C" on a plat entitled "Exhibit Plat Showing Release Areas on the lands of Kirkpatrick, L.P.", dated July 20, 2000, and prepared by Huntley, Nyce & Associates, Ltd.;



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## 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;

Order: VZ93V52YW

Address: 41870 Inspiration Ter

Order Date: 02-21-2020

Document not for resale

HomeWiseDocs

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.;



# HUNTLEY, NYCE & ASSOCIATES, LTD.

SURVEYING - CIVIL ENGINEERING - LAND PLANNING

45150 RUSSELL BRANCH PKWY. • SUITE 100 • ASHBURN, VIRGINIA 20147

(703) 729-0145 • FAX (703) 729-2891

## DIRECTORS

CHAIRMAN OF THE BOARD  
CHARLES J. HUNTLEY

PRESIDENT  
LESTER O. NYCE P.E.

VICE PRESIDENT  
ROBERT L. SPROLES P.E.

## METES AND BOUNDS DESCRIPTION OF A PORTION OF THE LANDS OF KIRKPATRICK, L.P.

### RELEASE PARCEL "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;

Order: VZ93V52YW

Address: 41870 Inspiration Ter

Order Date: 02-21-2020

Document not for resale

HomeWiseDocs



N 39°17'12" E 209.47 feet to a point;

along a curve to the right having a radius of 25.00 feet, a delta of 84°00'12", an arc length of 36.65 feet, a tangent of 22.51 feet, and a chord bearing and distance of N 81°17'18" E 33.46 feet to a point;

N 33°17'24" E 28.50 feet to a point;

along a non-tangent curve to the left having a radius of 580.00 feet, a delta of 31°04'29", an arc length of 314.57 feet, a tangent of 161.26 feet, and a chord bearing and distance of S 72°14'51" E 310.73 feet to a point;

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

S 04°30'54" W 28.50 feet to a point;

S 07°22'01" W 123.19 feet to a point;

along a curve to the right having a radius of 500.00 feet, a delta of 24°20'29", an arc length of 212.42 feet, a tangent of 107.84 feet, and a chord bearing and distance of S 19°32'15" W 210.82 feet to a point;

S 31°42'30" W 367.89 feet to the point of beginning and containing 312,251 Square Feet ~ 7.1683 Acres and being shown as Release Parcel "H" on a plat entitled "Exhibit Plat Showing Release Areas on the lands of Kirkpatrick, L.P.", dated July 20, 2000, and prepared by Huntley, Nyce & Associates, Ltd.;



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## DIRECTORS

CHAIRMAN OF THE BOARD  
CHARLES J. HUNTLEY

## PRESIDENT

LESTER O. NYCE P.E.

## VICE PRESIDENT

ROBERT L. SPROLES P.E.

## METES AND BOUNDS DESCRIPTION

OF A PORTION OF THE LANDS OF

KIRKPATRICK, L.P.

**RELEASE PARCEL "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;

Order: VZ93V52YW

Address: 41870 Inspiration Ter

Order Date: 02-21-2020

Document not for resale

HomeWiseDocs

N 04°30'54" E 28.50 feet to a point;

along a non-tangent curve to the right having a radius of 1000.00 feet, a delta of 32°37'52", an arc length of 569.52 feet, a tangent of 292.72 feet, a chord bearing and distance of S 69°10'10" E 561.86 feet to a point;

along a curve to the left having a radius of 1000.00 feet, a delta 14°25'03", an arc length of 251.63 feet, a tangent of 126.49 feet, a chord bearing and distance of S 60°03'46" E 250.97 feet to a point;

S 77°17'03" W 47.87 feet to a point,

S 03°54'51" W 314.43 feet to a point;

S 58°44'24" E 300.16 feet to the point of beginning and containing 647,490 Square Feet ~ 14.8643 Acres and being shown as Release Parcel "I" on a plat entitled "Exhibit Plat Showing Release Areas on the lands of Kirkpatrick, L.P.", dated July 20, 2000, and prepared by Huntley, Nyce & Associates, Ltd.;

**THE CONDOMINIUMS AT KIRKPATRICK FARMS**  
**POLICY RESOLUTION NO. 09-03**

(Policy and Procedures Concerning the Collection of Charges, Fees, and Assessments)

**WHEREAS**, Article VI, Section 1(b) and Article VI, Section 2(a) of the Bylaws of the Unit Owners Association of the Condominium at Kirkpatrick Farms ("Association") empowers the Association to adopt a budget and annual common assessment to defray the Common Expenses of the Association, establish the means and methods of collecting such Assessments in accordance with the provisions of the Bylaws and the Declaration; and

**WHEREAS**, Article VI, Section 4 of the Bylaws of the Association provides the Board of Directors of the Association ("Board") with the power to collect assessments; and

**WHEREAS**, Article III, Section 2(f) of the Bylaws of the Association provides the Board with the power to make and amend Rules and Regulations; and

**WHEREAS**, the Board has determined that it is in the best interest of the Association to adopt a formal collection policy, and;

**WHEREAS**, there is a need to establish orderly procedures for the billing and collection of said assessments;

**NOW THEREFORE, BE IT RESOLVED THAT** the Board duly adopts the following assessment procedures:

**I. ROUTINE COLLECTION PROCEDURES**

- A. All annual assessments shall be due and payable, in advance, with monthly installments due on the first day of the applicable month, and all installments of any special or additional assessments shall be due and payable on the date or dates specified in the notice of such special or additional assessment delivered or mailed to the owners (collectively "Due Date"). The Board shall retain authority to permit the payment of any special or additional assessment on a monthly, quarterly, semi-annual basis or annual basis. (As used herein, the term "special assessment" shall include any expressly authorized monetary charges imposed upon an Owner for violation of the Association's governing documents.)
- B. All documents, correspondence, and notices relating to regular or special or additional assessments or other charges shall be mailed to the address which appears on the books of the Association or to such other address as is designated in writing by the applicable Owner. Notice of any special or additional assessment shall be sent to each Owner by first class mail, except in the case of any violation assessment, notice of such violation assessment shall be sent by Certified Mail, Return Receipt Requested. Each non-Resident Owner shall furnish the Board with an address where the Owner will at all times promptly and regularly receive mail. Any failure by an Owner to claim a certified mailing sent by the Association will not invalidate the notice issued by the Association.
- C. Non-receipt of payment coupons shall in no way relieve an Owner of the obligation to pay the amount of any regular monthly assessment by the applicable Due Date.

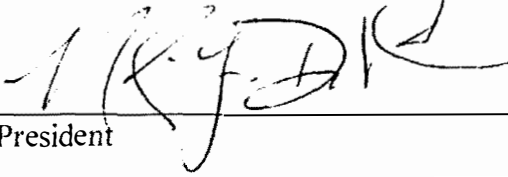
## II. REMEDIES FOR NON-PAYMENT OF ASSESSMENTS

- A. Any assessment, or installment thereof, not paid within fifteen (15) calendar days after the applicable Due Date shall incur a late fee in the amount of \$10.00.
- B. A "Late Notice" may be sent to any Owner who has not paid any assessment in full by the close of business fifteen (15) calendar days after the applicable Due Date. The Board may charge the Owner with the costs it incurs through management or counsel to prepare and send this and any other late notices to the Owner.
- C. No additional notice of the imposition of interest, late fees, and cost of collection charges will be provided to an Owner other than the Late Notice. Any interest, late fees, and/or cost of collection charges imposed shall constitute a lien upon the Unit of the defaulting Owner.
- D. If a check is returned to an Owner because it has been improperly filled out (including but not limited to missing signature, amounts do not match, post dated) and is not resubmitted to the Association within thirty (30) calendar days after the applicable Due Date, the \$25.00 late fee and any cost of collection charge will be assessed to such Owner's account.
- E. Furthermore, if an Owner defaults in paying any sum properly assessed by the Association against such Owner's Unit by the fifteenth (15th) day of the assessments period, such assessment shall bear interest at a rate of six percent (6%) per annum from the original Due Date of such assessment or portion thereof up to and including the date of actual receipt by the Association of payment thereof.
- F. Upon notice to the Owner of the delinquent account, all remaining installment payments for that fiscal year shall be accelerated, and the entire balance of the applicable annual, special or additional assessment, as the case may be, shall be due and payable in full.
- G. If payment in full of any assessment, including any special assessment payable in installments, plus all associated interest, late fees, cost of collection charges, and returned check fees are not received by the Association or its appointed agent by date specified in the Late Notice, the Owner's account will be referred to an attorney for collection ("Counsel") and a "Notice of Intent to File Lien" shall be mailed to the Owner at the address listed on the books of the Association, or other address as furnished by the Owner, via Certified Mail, return receipt requested.
- H. If payment in full of any assessment, including any special or supplementary assessment payable in installments, plus all associated interest, late fees, cost of collection charges, and returned check fees, are not received by the Association or its duly appointed agent within thirty (30) calendar days after the "Notice of Intent to File Lien" has been issued, then any remaining installments of any special or supplementary assessments shall be accelerated and declared due and payable in full. The cost of filing the memorandum of lien will be added to the Owner's account. The Owner may be so notified with a copy of the memorandum of lien.
- I. If an Owner's check is not honored and is returned to the Association, a \$25.00 returned check charge shall be assessed against such Owner which shall be in addition to any applicable late fees, interest and cost of collection charges.

- J. Counsel for the Association shall take such other appropriate legal action as reasonably directed by the Board, including but not limited to filing a lawsuit and foreclosing on the Association's liens.
- K. If the Association receives from any Owner, in any accounting year, two or more returned checks for payments of such Owner's assessments or other payments, the Board may require all future payments to be made by certified check or money order for the remainder of such accounting year.
- L. All costs incurred by the Association as a direct result of any default specified herein shall be specifically assessed against such Owner and such Owner's unit as permitted herein. Such costs include, without limitation, actual legal or administrative expenses (regardless of whether suits or liens are filed) resulting from an Owner's failure to pay any assessment when due or from any other default by such Owner as provided herein.
- M. The Board may grant a waiver of late fees and/or interest upon petition in writing by an Owner alleging a personal hardship or other exceptional cause. Such relief granted to an Owner shall be appropriately documented in the Association's books and records along with the name of the person or persons representing the Board granting the relief and the conditions upon which such relief was granted. Waivers shall be made on a case-by-case basis upon review of particular circumstances. Furthermore, any waiver on one occasion shall not be deemed or construed as a waiver in any future instance of delinquency by such Owner or any other Owner.
- N. If a Unit Owner's account becomes more than sixty (60) days past due, the Association shall have the right to suspend a Unit Owner's access to any or all of the common areas or elements, to the extent that access to the Unit or Lot through the common areas or elements is not precluded and such suspension shall not endanger the health, safety or property of any Unit Owner. A Unit Owner shall not be entitled to vote at any meeting of the Association's membership or be elected to or serve on the Board of Directors if such unit owner is delinquent in the payment of any assessment, fee or charge owed to the Association seventy-two hours prior to the time of such meeting or election.
- O. Once an account has been referred to Counsel for collection, payments received towards the account will be credited in the following order of priority:
  - 1. Charges for attorney's fees and costs.
  - 2. Late fees.
  - 3. Cost of collection charges.
  - 4. All interest accrued.
  - 5. All other charges incurred by the Association as a result of any default hereunder.
  - 6. Any assessment due for each Unit, including any special assessment thereon.

The effective date of this Resolution shall be December 31, 2009.

**THE CONDOMINIUMS AT KIRKPATRICK FARMS**



\_\_\_\_\_

President

## RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Directors held December 16<sup>th</sup>

2009

Motion by: Janessa Stancato Seconded by: Adam Dean

	VOTE: YES	NO	ABSTAIN	ABSENT
<u>Nadine DuVal</u> President	<u>          </u>	<u>          </u>	<u>          </u>	<u>X</u>
<u>[Signature]</u> Vice President	<u>✓</u>	<u>          </u>	<u>          </u>	<u>          </u>
<u>Janessa Stancato</u> Secretary	<u>✓</u>	<u>          </u>	<u>          </u>	<u>          </u>
<u>[Signature]</u> Treasurer	<u>X</u>	<u>          </u>	<u>          </u>	<u>          </u>
<u>[Signature]</u> Director	<u>✓</u>	<u>          </u>	<u>          </u>	<u>          </u>

ATTEST:

Janessa Stancato 12-16-09  
Secretary Date

Resolution effective: 12-31-09 2009  
2008



## FOR ASSOCIATION RECORDS

I hereby certify that a copy of the foregoing Policy Resolution was mailed or hand-delivered to the members of The Condominiums at Kirkpatrick Farms on this 18 day of February, 2010.

  
\_\_\_\_\_  
John Adams, Managing Agent  
Cardinal Management Group, Inc.

**THE UNIT OWNERS ASSOCIATION OF THE CONDOMINIUMS AT KIRKPATRICK  
FARMS**  
**POLICY RESOLUTION NO. 09-02**

(Policy and Procedures Maintenance and Replacement of Dryer Vents)

**WHEREAS**, Article III, Section 2 of the Bylaws assigns to the Board of Directors ("Board") all of the powers and duties necessary for the administration of the affairs of the Association ("Association"); and

**WHEREAS**, Article III, Section 2(f) of the Bylaws grants the Board the power to make and amend rules and regulations for the Association; and

**WHEREAS**, Article IV, Section (c) of the Declaration provides that the heating and air-conditioning components serving only a Unit, are part of that Unit, and this Section also provides that if any chutes, flues, ducts, conduits, wires, bearing walls or columns or any other apparatus, lies partially within or outside of the Unit, any portions thereof serving only that Unit shall be deemed a part of that Unit; and

**WHEREAS**, Article VI, Section 5(b) of the Bylaws provides that "each Unit Owner shall keep his Unit and its equipment, appliances and appurtenances in good order, condition and repair and in a clean and sanitary condition"; and

**WHEREAS**, Article VI, Section 10 of the Bylaws states that the Association shall have the right of entry into any Unit if necessary to perform any maintenance or repair responsibilities of the Unit Owner so long as requests for entry are made in advance and that such entry is at a time reasonable convenient to the Unit Owner (except for emergency circumstances); and

**WHEREAS**, certain unit components, due to their nature, may constitute a risk to the health and safety of people and property within the Condominium if a Unit Owner fails to perform necessary maintenance on such components; and

**WHEREAS** for the protection of the property and the safety of all residents, the Board wishes to establish a policy regarding the inspection of dryer vents; and

**NOW, THEREFORE, IT IS HEREBY RESOLVED THAT** the Board duly adopts the following rules and policies.

**A. Required Periodic Maintenance.** Unit Owners are required to perform periodic cleaning and inspections of the dryer vents at least once every two (2) years. If the inspection shows maintenance is required for safe operation of the component, maintenance must be promptly performed.

**B. Proof of Compliance.** Unit Owners must demonstrate compliance with this policy by submitting a copy of a paid receipt from a professional company with experience and expertise in performing the required maintenance. The paid receipt must clearly demonstrate that the contractor has comprehensively inspected and performed any necessary maintenance on the system, which, for dryer vents must explicitly reflect that the dryer vents were cleaned and inspected. The submission must be received by the Association by the deadline set forth in any notice issued by the Association.

The Board of Directors may, from time to time, promulgate certification and inspection forms for mandatory use by unit owners and their contractors. The deadline for the first inspection/cleaning of all unit components shall be April 30, 2010, and every two years thereafter.

**C. Replacement Dryer Vents.** All Unit Owners must ensure that any replacement dryer installed in their Unit must have manufacturer's specifications that meet or exceed code requirements relative to the length that the dryer vent runs serving such Unit Owner's unit at the time the replacement dryer is installed.

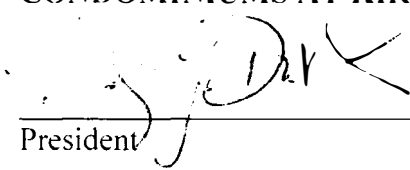
Prior to installing any replacement dryer, all Unit Owners must submit a written request to Management along with the appropriate documentation showing that the replacement dryer is compatible with the dryer vent serving such unit.

Upon receipt of the dryer vent replacement request, Management will review whether the replacement dryer is consistent with the dryer vent serving such unit and notify the owner of the decision within fifteen (15) days. Management shall approve all requests where the replacement dryer is consistent with the specifications for the dryer vent serving such unit, and deny all requests where the replacement dryer is inconsistent with the specifications for the dryer vent serving such unit. For any request that is denied the Association shall provide in writing the reason for its decision.

**C. ENFORCEMENT.** If any Unit Owner fails to completely comply with this policy, the Board of Directors reserves the right to exercise its power to retain one of the pre-selected contractors to perform the inspection and cleaning work and to then assess the Unit Owner with all of the costs, including, but not limited to, a \$100.00 administrative fee, as well as any legal, locksmith, or other professional fees incurred by the Association. In addition, the Board of Directors may initiate any other enforcement action against the Unit Owner, including, but not limited to, the imposition of monetary fines as a sanction for a violation of this policy in accordance with the Association's due process policy.

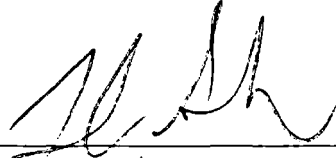
The effective date of this Resolution shall be December 31, 2009.

**THE UNIT OWNERS ASSOCIATION OF THE  
CONDOMINIUMS AT KIRKPATRICK FARMS**

  
\_\_\_\_\_  
President

## FOR ASSOCIATION RECORDS

I hereby certify that a copy of the foregoing Policy Resolution was mailed or hand-delivered to the members of The Unit Owners Association of the Condominiums at Kirkpatrick Farms on this 18 day of February, 2010.

  
\_\_\_\_\_  
Management Agent

# RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Directors held December 16<sup>th</sup>  
2009.

Motion by: Janessa Stancato Seconded by: Adam Dean

	VOTE: YES	NO	ABSTAIN	ABSENT
<u>Nadine DuVal</u> President	<u>          </u>	<u>          </u>	<u>          </u>	<u>X</u>
<u>[Signature]</u> Vice President	<u>✓</u>	<u>          </u>	<u>          </u>	<u>          </u>
<u>Janessa Stancato</u> Secretary	<u>✓</u>	<u>          </u>	<u>          </u>	<u>          </u>
<u>[Signature]</u> Treasurer	<u>X</u>	<u>          </u>	<u>          </u>	<u>          </u>
<u>[Signature]</u> Director	<u>X</u>	<u>          </u>	<u>          </u>	<u>          </u>

ATTEST:

Janessa Stancato 12-16-09  
Secretary Date  
Resolution effective: December 31, 2009.

**THE UNIT OWNERS ASSOCIATION OF  
THE CONDOMINIUMS AT KIRKPATRICK FARMS**

**POLICY RESOLUTION NO. 10-03**

(Procedures to Ensure Due Process in Enforcement Cases)

**WHEREAS**, Article III, Section 2 of the Bylaws for the Unit Owners Association of The Condominiums at Kirkpatrick Farms (“Association”) provides that the Board of Directors shall have all of the powers and duties necessary for the administration and affairs of the Association and may do all such acts and things, except for those matters which the Virginia Condominium Act (“Act”), the Association’s Declaration or the Bylaws require to be exercised and done by the Association; and

**WHEREAS**, Article III, Sections 2 and 2(f) of the Bylaws empower the Board to adopt and amend rules and regulations from time to time as needed for the benefit and enjoyment of The Condominiums at Kirkpatrick Farms (“Condominium”); and

**WHEREAS**, Article XI, Section 2 of the Bylaws provides that each Unit and the Common Elements shall be occupied and used in compliance with the Rules and Regulations which may be promulgated and amended by the Board of Directors; and

**WHEREAS**, Article XI, Section 2 of the Bylaws further provides that each Unit Owner shall be responsible for compliance with all rules and regulations by the Unit Owner’s family members, guests, agents, invitees and tenants; and

**WHEREAS**, Article X, Section 1(i) of the Bylaws provides that failure by a Unit Owner to comply with any of the terms of the Association’s Declaration, Bylaws and/or Rules and Regulations, shall subject such Unit Owner to other penalties that may be established by resolution of the Board of Directors, including, but not limited to, the imposition of charges, and further that such resolution is to be adopted in accordance with Section 55-79.80:2B of the Virginia Condominium Act, as amended, which requires that the Unit Owner be given an opportunity to be heard and represented by counsel before the Board of Directors; and

**WHEREAS**, for the benefit and protection of all Unit Owners, the Board deems it desirable to formally adopt a policy resolution to enable the Association, through its Board, to assess monetary charges, suspend privileges, and to establish a procedure for enforcement of the regulations of the Association which are consistent with principles of due process and Virginia law.

**NOW THEREFORE, BE IT RESOLVED THAT** the Board duly adopts the following due process procedures:

1. On behalf of the Association, the Board of Directors, through the Association's management, may issue a citation to any Unit Owner whose behavior or use of property does not conform to the Association Declaration, Bylaws and Rules and Regulations (collectively "the Condominium Instruments").
2. The Association shall first, excepting circumstances described in this Paragraph 2 that require immediate action, send a notice of citation in writing and deliver it personally or by ordinary first class mail, to the Unit Owner at his/her address listed in the Association's records, and to the property address, if the Unit Owner's listed address is different from the property address. The first notice of citation shall generally advise the Unit Owner of the nature of the offense, cite the specific provision within the Association's regulations which has allegedly been violated, specify the remedy required, and state the number of days within which the Unit Owner must complete corrective action. If the offense is of a nature that cannot be corrected, is not continuing in nature or involves the suspension of privileges for nonpayment of assessments, the Board shall have the right to forego the issuance of a first notice of citation and may proceed immediately with a second notice of citation consistent with the provisions of this paragraph 3, paragraph 4 and paragraph 5.
3. If the Unit Owner does not remedy the offense within the number of days requested in the notice of citation, the Association's Board shall issue a second notice of citation, which follows the basic form of the first notice of citation and include any additional information deemed important by the Association concerning the offense.
4. The second citation shall also advise the Unit Owner of the Association's power to impose monetary charges and to suspend privileges for offenses of the Association's regulations and shall inform the Unit Owner of his/her right to request a hearing before the Board of Directors to contest the citation. The notice of citation shall request the Unit Owner to confirm in writing by a certain date his/her desire for a hearing to contest the citation. The notice of citation shall also state the time, date and locating of the Board meeting at which the Board will render a decision in this matter, if no hearing is requested.
5. The Association shall deliver the second notice of citation by registered or certified mail, return receipt requested, and via first class mail, postage pre-paid, to the Unit Owner at his/her address listed in the Association's records, and to the property address, if the Unit Owner's listed address is different from the property address. Notification will be deemed effective if any Unit Owner fails or refuses to sign for any certified mailing from the Association.
6. If the Unit Owner does not remedy the offense within the number of days requested in the second notice of citation, and the Unit Owner has not requested a hearing in writing by or before the hearing confirmation date, the Unit Owner shall be deemed to admit the offenses set forth in the citation.

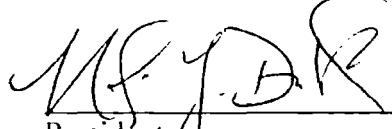
7. The Association's Board shall render a decision at the meeting set forth in the notice, even if the Unit Owner fails to request a hearing or respond to the notice of violation(s).
8. The Association's Board shall set the time, date and place of the hearing and meeting at its discretion. Upon a request for hearing, written notice of the time, date and place of the hearing shall be mailed to the Unit Owner by registered or certified mail, return receipt requested, and via first class mail, postage pre-paid, at least fourteen (14) days in advance of the hearing date. At the hearing, the Association's Board shall provide the Unit Owner with a reasonable amount of time to present any and all defenses to the citation. The Unit Owner may have counsel present at the hearing at their own expense.
9. Following the hearing or the meeting (if no hearing is requested), the Board shall meet privately to discuss whether satisfactory proof of the alleged violation was presented, and if so, whether monetary charges should be imposed and/or privileges should be suspended. The Board shall then hold a vote on whether satisfactory proof of the alleged violation was presented, and if so, whether monetary charges should be imposed and/or privileges should be suspended. All decisions shall require a majority vote of the members present on the Board, at a meeting where a quorum of the Board is present.
10. When the Board's judgment is unfavorable to the Unit Owner, the Board may impose monetary charges as an assessment against the Unit Owner's unit or suspend the Unit Owner's privileges. Monetary charges may not exceed \$50.00 for a single offense or \$10.00 per day for a maximum of ninety (90) days for any offense of a continuing nature, although the Association reserves the power to increase these maximum sanctions if the General Assembly enacts legislation in the future that permits the Association to do so. An offense of a continuing nature is defined as a violation of the Association's Condominium Instruments which, by its nature, remains a violation continuously for more than twenty-four (24) hours unless corrected by the Unit Owner. The Board shall treat monetary charges, and any permissible costs and attorneys fees, as an assessment against the Unit Owner's unit.
11. Notice of the decision of the Board shall be hand delivered or mailed via registered or certified mail, return receipt requested, and via first class mail, postage pre-paid, to the Unit Owner at their address of record with the Association within seven (7) days of the date of the hearing or meeting, if no hearing is requested.
12. The Association holds Unit Owners legally responsible for ensuring that the residents of their household, and their tenants, guests or invitees comply with the Association's Condominium Instruments.



13. The procedures outlined in this Resolution may be applied to all violations of the Association's Condominium Instruments, but do not preclude the Association from exercising other enforcement procedures and remedies authorized by the Association's legal documents, including, but not limited to, the initiation of suit or self-help remedies.

The effective date of this Resolution shall be this 28<sup>th</sup> day of April, 2010.

THE UNIT OWNERS ASSOCIATION OF  
THE CONDOMINIUMS AT  
KIRKPATRICK FARMS

  
President

THE UNIT OWNERS ASSOCIATION OF  
THE CONDOMINIUMS AT KIRKPATRICK FARMS

POLICY RESOLUTION NO. 10-03  
(Procedures to Ensure Due Process in Enforcement Cases)

RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Directors held April 28, 2010.

Motion by: Jamesa Stancato Seconded by: Matthew Spaulding

VOTE:

	YES	NO	ABSTAIN	ABSENT
<u>[Signature]</u> President	✓	___	___	___
<u>[Signature]</u> Vice President	✓	___	___	___
<u>Jamesa Stancato</u> Secretary/Treasurer	✓	___	___	___
<u>[Signature]</u> Director/Treasurer	✓	___	___	___
<u>Adam Dean</u> Director	___	___	___	✓

ATTEST:

Jamesa Stancato 4-28-10  
Secretary Date

Resolution effective: April 28<sup>th</sup>, 2010.

## CERTIFICATE OF MAILING

I hereby certify that a copy of this Resolution was mailed to all Unit Owners at their addresses of record this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
John K. Adams, On-Site Manager

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**THE UNIT OWNERS ASSOCIATION OF THE CONDOMINIUMS AT KIRKPATRICK  
FARMS  
POLICY RESOLUTION NO. 10-01**

**WHEREAS**, the Board of Directors recognizes that some members of the community wish to operate businesses and various forms of commercial activity within their homes:

**WHEREAS**, Article XI, Section 1(a) of the Bylaws provides that except as provided in the Declaration, no Unit shall be used for any purpose other than housing, home occupations allowed by local zoning ordinances and subject to Rules and Regulations which may be promulgated by the Board of Directors, and the related common purposes for which the Property was designed: and

**WHEREAS**, Article III, Section 2(f) of the Association's Bylaws empowers the Board of Directors to make and amend Rules and Regulations: and

**WHEREAS**, the Board of Directors has determined it necessary to adopt a procedure in which residents can seek Board approval of home-based businesses that will be open to the public or receive substantial commercial activity in accordance with the Board's objective of maintaining and protecting the residential character of the community:

**WHEREAS**, the Board deems it in the best interest of the Association to adopt standards for the purpose of clarifying how the Association's Board will interpret and enforce Article XI, Section 1(a) of the Bylaws when in receipt of an application for a home-based business that will be open to the public or that will receive substantial commercial activity.

**NOW, THEREFORE, BE IT RESOLVED, THAT THE BOARD ADOPTS THE FOLLOWING POLICY:**

**GENERAL PURPOSE OF POLICY**

The Board of Directors seeks to protect and promote the residential character of the Condominium. Simultaneously, the Board recognizes that some forms of home offices and businesses are not inconsistent with the "residential nature of the Property." The purpose of this policy is to help the Board, and the community's membership define the parameters of home offices and businesses that are acceptable within the Condominium.

Those members who wish to take advantage of the Board's home office/home business policy must comply with the Criteria of Policy, as stated below. If the Board receives a formal complaint about a member's home office/home business, the proprietor of the home office/home business shall have the burden to show that his or her activity satisfies the Criteria of Policy; however, if the proprietor of the home office/home business received prior written approval from the Board for the activity, the burden to show that the activity does not satisfy the Criteria of Policy shall rest with the complainant.

**CRITERIA OF POLICY**

- 1) Any "home business" use that complies with the zoning for the Condominium property is presumed to comply with the Association's Condominium Instruments, Rules and Regulations, unless such use violates some other provision of the Condominium Instruments, Rules and Regulations.
- 2) Any member who establishes a "home office" (that term signifies an office for a licensed or certified practitioner) or conducts a "home business" from the home must take all necessary and appropriate steps to preserve the residential character of the property in both its external and internal appearance.

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- 3) Any member who establishes a home office or conducts a home business must use the home as a primary place of residence. The home office or home business must constitute a secondary use ancillary to the use of the dwelling as a residence.
- 4) The activity of the home office or home business must not attract or use commercial vehicles within the community.
- 5) The activity of the home office or home business must not adversely affect the Association's ability to obtain or maintain its insurance coverage(s). The Board reserves the right to require the member to name the Association as an additional insured on the member's insurance policy in a manner satisfactory to the Board. If the member does not comply with the Board's requirement, the Board reserves the right to prohibit the member from operating the home office or home business within the community.
- 6) The activity of the home office or home business may involve the employment of one (1) employee, other than the dwelling's legal occupants.
- 7) The activity of the home office or home business must not involve the provision of services to any more than 3 persons within the dwelling at any one time, and no more than 5 persons in any single 24 hour period (except for childcare services, as set forth below).
- 8) The home office or home business must not use any exterior advertisement or display of any kind to show that the member uses the dwelling in any way other than for a residential dwelling.
- 9) The activity of the home office or home business must not involve the storage, use, or sale of goods, equipment or materials which are not customarily part of, or found within, a residential dwelling.
- 10) The activity of the home office or home business must not unreasonably disrupt the normal traffic or parking patterns anywhere within the community.
- 11) The activity of the home office or home business must not create unreasonable audible disturbances or noise. At all times, the activity of the home office or home business must respect the right of quiet enjoyment of all legal occupants within the community.
- 12) The home office or home business must not involve any activity which draws non-resident members to the community during the weekends or anytime before the hours of 7:00 a.m. or after 6:00 p.m. weekdays, except to the extent permitted by the Zoning Ordinance.
- 13) If the primary service of the home office or home business is the care or custody of children, the operator must ensure that the patrons will be safely and properly supervised and cared for at all times, particularly during the times of drop-off and pick-up and during any time when the patrons are in the common area.
- 14) Operators of child care services within their units must comply with all County requirements regarding the maximum number of children who may be placed under his or her care at any time, and must obtain and maintain all necessary licenses. This restriction shall be enforced strictly.
- 15) Operators of a child care service are strictly prohibited from utilizing the Association's recreational facilities in connection with the operation of their business.
- 16) The activity of the home professional office or business must be lawful in all respects and must fully comply with all applicable federal, state, and county laws and ordinances. In addition, the operator

of the professional office or business must obtain all applicable permits and licenses from the appropriate government agencies, which the proprietor must make available to the Board upon request. If any of the criteria described herein conflict with and/or are less restrictive than the County or State laws regarding the activity, the applicable County or State law shall govern.

#### HOME OCCUPATIONS NOT PERMITTED

Under no circumstances shall the following occupations be permitted within the Association:

- 1) Veterinary care of any kind;
- 2) Fee-based animal care of any kind;
- 3) Barbershops, beauty parlors, or hair care service of any kind;
- 4) Eating establishments;
- 5) Gift shops;
- 6) Repair services;
- 7) Antique shops.
- 8) Any businesses prohibited under the Loudoun County Zoning Ordinance.

This list is not designed to be comprehensive.

#### APPLICATION FOR APPROVAL PROCESS

Members who wish to operate a home office or home business must submit an application to the Association and receive prior approval from the Board of Directors or a standing or special committee of its choice, which may exercise all of the powers expressed herein. If the Board of Directors determines that the activity of the home business is in compliance with the above-stated criteria, it shall approve the application.

Members must ensure that the application contains precise detail concerning the proposed use that the member or the legal occupant desires to make of the dwelling and why the Board of Directors should approve the application. Copies of all necessary permits, licenses or certificates of insurance required by the Board of Directors and/or the applicable governmental authorities to operate the business, must be provided along with the application.

Members shall also bear the burden of establishing that the intended business use of their home complies with the provisions set forth in this Policy Resolution.

The Board of Directors reserves the power to require the applicant to send a notice of the application to other members within the community, as selected by the Board, prior to the time when the Board formally reviews the application.

The Board of Directors shall consider all applications at duly called meetings, which shall be open to the membership. Members in opposition to, or in support of, the application may reserve time at the hearing to speak about the application.

The Board reserves the power to revoke any approval previously issued if another member of the Association files a complaint and demonstrates that the activity does not satisfy the criteria of this policy. The process for revocation of an approval shall be the same as the regular enforcement policy, as expressed below.

#### ENFORCEMENT POLICY

Any violation of this Resolution may be subject to enforcement action in accordance with the Condominium Instruments. Such enforcement action may include, but is not limited to the imposition of

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monetary charges and the suspension of membership privileges, pursuant to Section 55-79.80:2 of the Virginia Condominium Act.

The Board may also exercise other enforcement procedures and remedies authorized by the Virginia Condominium Act, including, but not limited to, the initiation of a lawsuit.

This Resolution was duly adopted by the Board of Directors on this 27<sup>th</sup> day of January, ~~2009~~ 2010

**THE UNIT OWNERS ASSOCIATION OF THE  
CONDOMINIUMS AT KIRKPATRICK FARMS**

  
\_\_\_\_\_  
President

## RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Directors held January 27, 2010

Motion by: Greg Maulthrop Seconded by: Janessa Stancato

VOTE:	YES	NO	ABSTAIN	ABSENT
<u>[Signature]</u> President	✓			
<u>[Signature]</u> Vice President	✓			
<u>Janessa Stancato</u> Secretary	✓			
<u>[Signature]</u> Treasurer		✓		
<u>[Signature]</u> Director			✓	

ATTEST:

Janessa Stancato 1/27/10  
Secretary Date

Resolution effective: January 27 2010, 2009.

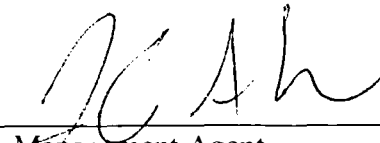
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## FOR ASSOCIATION RECORDS

I hereby certify that a copy of the foregoing Policy Resolution was mailed or hand-delivered to the members of The Unit Owners Association of the Condominiums at Kirkpatrick Farms on this 18 day of February, 2010.

  
\_\_\_\_\_  
Management Agent

**THE UNIT OWNERS ASSOCIATION OF  
THE CONDOMINIUMS AT KIRKPATRICK FARMS**

**POLICY RESOLUTION NO. 10-02**

(Policy Regarding Vehicles and Parking)

**WHEREAS**, Article III, Section 2 of the Bylaws for the Unit Owners Association of The Condominiums at Kirkpatrick Farms ("Association") provides that the Board of Directors shall have all of the powers and duties necessary for the administration and affairs of the Association and may do all such acts and things, except for those matters which the Virginia Condominium Act ("Act"), the Association's Declaration or the Bylaws require to be exercised and done by the Association;

**WHEREAS**, Article III, Sections 2 and 2(f) of the Bylaws empower the Board to adopt and amend rules and regulations from time to time as needed for the benefit and enjoyment of The Condominiums at Kirkpatrick Farms ("Condominium");

**WHEREAS**, Article IX of the Declaration of The Condominiums at Kirkpatrick Farms and Article XI, Section 4(a) of the Bylaws provide that except for parking spaces located within garages that are part of an individual Unit and except for parking spaces which may be assigned or reserved pursuant to the Declaration and subject to such parking or other easements that may exist in favor of the Declarant or others, all other parking spaces located on the Condominium Property shall be deemed Common Elements and available for use by all Unit Owners on a first-come, first-served basis, subject to the Association's rules and regulations;

**WHEREAS**, Article XI, Section 4(a) of the Bylaws further provides that each Unit Owner shall comply in all respects with any rules and regulations adopted from time to time by the Board of Directors regarding parking and traffic control within the Condominium, and that the Board of Directors is authorized to adopt such rules and regulations;

**WHEREAS**, Article XI, Section 2 of the Bylaws provides that each Unit Owner shall be responsible for compliance with all rules and regulations by the Unit Owner's family members, guests, agents, invitees and tenants;

**WHEREAS**, Article X, Section 1(h)(2) of the Bylaws provides that in the event of a violation of any rule or regulation or the breach of any Bylaw or Declaration provision, the Board of Directors shall have the right, in addition to other rights set forth in the Bylaws, to use self-help to remove or cure any violation of the Condominium Instruments or rules and regulations that occurs on the Common Elements, including, without limitation, the towing of vehicles;

**WHEREAS**, Article XI, Section 1(g) of the Bylaws prohibits commercial trucks, buses or commercial vehicles from being kept or parked overnight on any portion of the

Condominium Property, including within any garage, and further that trailers, campers, recreational vehicles, house trailers, boat trailers or boats cannot be parked in a garage;

**WHEREAS**, Article XI, Section 1(g) of the Bylaws further provides that no vehicle can remain on the Condominium Property unless it has current state license plates, a current inspection sticker and complies with all other applicable laws;

**WHEREAS**, Article XI, Section 1(g) of the Bylaws also provides that the repairing of vehicles of any kind is not permitted within the Condominium Property;

**WHEREAS**, Article X, Section 2(a) of the Declaration provides that each Unit Owner's easement for ingress and egress through the General Common Elements is subject to the rules, regulations and restrictions established by the Association; and,

**WHEREAS**, the Board of Directors deems it to be in the best interests of the Association to adopt rules and regulations pertaining to the parking of vehicles on the Condominium Property.

**NOW, THEREFORE, BE IT RESOLVED THAT** the following rules and regulations are adopted with respect to parking within all areas of The Condominiums at Kirkpatrick Farms.

## **I. PARKING REQUIREMENTS**

In order for Units Owners and their family members, tenants, guests, agents and invitees to validly park in the Common Element Parking Spaces, the Unit Owner must be current in all assessments owed, unless excused in writing by the Board, and the vehicle must meet the requirements of Section IV below. If the Board intends to suspend a delinquent owner's right to park in the Common Element Parking Spaces, the Board must first provide the owner with a right to request a hearing to contest the suspension, as provided in Section 55-79.80:2.

## **II. PARKING AREA**

- A. All Unit Owners and their family members, guests, tenants, agents and invitees may park their vehicles in any parking space in the Common Element Parking Spaces on a first-come, first-served basis.
- B. No vehicle may be parked in a Common Element parking space unmoved for more than thirty (30) days.
- C. No Prohibited Vehicles as defined by Article IV of this Policy may be parked in the Common Element Parking Spaces or anywhere within the premises of the Condominium.

### III. RULES AND REGULATIONS

- A. Use of Parking Areas. No person shall use the parking areas for any purpose other than vehicular parking. People may park vehicles only in designated parking spaces and areas. All unapproved vehicles are prohibited from the parking spaces except when picking up or delivering passengers or merchandise or during the performance of work or services at the location.
- B. Fire Lanes and No Parking Zones. No person shall park vehicles in fire lanes or no-parking zones marked with a painted yellow curb.
- C. Repairs. The performance of major repairs or maintenance of vehicles, or the painting of vehicles, is not permitted anywhere within the premises of the Condominium, except that repairs or maintenance of a minor nature, such as the repairing of a flat tire or the re-charging of a dead battery, are permitted.
- D. Dumping of Materials. The dumping, disposal or leak of oil, grease, or any other chemical residual substance, or any substance or particles from holding tanks of any vehicles, is not permitted within the Condominium's premises.
- E. Operator's Responsibilities.
  - 1. No person may park more than one (1) vehicle within each parking space in the Common Element Parking Spaces.
  - 2. The parking of any vehicle, including motorcycles, on any sidewalk or Common Element not specifically designated for vehicle parking is strictly prohibited.
  - 3. No person shall park a vehicle in any manner that impedes the normal flow of traffic, blocks any mailbox, or prevents ingress and egress of any other vehicle to adjacent parking spaces or the open roadway.
  - 4. No vehicle shall be parked in a manner such that it extends backward beyond the parking lines or crosses over the parking lines.
  - 5. No person shall park any vehicle perpendicular to the marked parking spaces.
  - 6. Vehicles shall be operated only on the paved roadways of the Condominium's premises.

7. Any person who operates a motorized vehicle within the Condominium's premises must have a proper operating license.
8. Any vehicle that is not properly registered with the Commonwealth of Virginia or Loudoun County or does not display current Virginia license plates (unless an out-of-town guest) and inspection stickers is not permitted to park on the Condominium's premises. This does not pertain to active-duty military personnel that possess an exemption from such registration requirements.
9. For the safety of all children and residents, all vehicles must observe the maximum posted safe speed within the Condominium's premises.
10. The bucket washing of vehicles shall not be done within the Common Element Parking Spaces or on the streets or roadways within the Condominium's premises.
11. Vehicle security alarms may not sound for more than fifteen (15) minutes. There shall be no excessive blowing of car horns or playing of car radios or stereos.

F. Unit Owner's Responsibilities. All Unit Owners must ensure that their family members, tenants, guests, invitees, agents and/or contractors comply with these rules and regulations.

#### IV. PROHIBITED VEHICLES

##### A. Commercial Vehicles

The following Commercial Vehicles shall be prohibited from parking at all times within the premises of the Condominium:

1. Any vehicle in which the driver is ordinarily hired for transport, including, but not limited to, taxis, limousines, passenger vans or buses; or
2. Any vehicle with uncovered exterior logos, signs, letters, numbers, advertising, or irregular and distinct coloring which creates the appearance of a commercial vehicle; or
3. Any unmarked vehicle with commercial paraphernalia or equipment attached, strapped, or affixed to the exterior of the vehicle,

including, but not limited to, storage containers, racks, ladders, pipes; or

4. Any unmarked vehicle with an excessive amount of commercial equipment or supplies within the interior of the vehicle which is readily visible from the windows of the vehicle, including, but not limited to, pesticide, paint buckets, propane, tanks, cabling, uncovered or unsecured tools or other supplies; or
5. Any unmarked vehicle, which because of its irregular height, length, shape, or weight, is not a conventional passenger car and is more suited for a commercial purpose; or
6. Any van designed for the transport of furniture, goods, equipment, animals or scheduled transportation.
7. Police cars are allowed and are not considered to be Commercial Vehicles.

This definition of the term "Commercial Vehicle" shall be read and interpreted in conjunction with the Loudoun County Code's definition thereof, and in the event that this Resolution is more restrictive than the Loudoun County Code, this Resolution shall govern.

- B. Inoperative Vehicles. Any vehicle with a malfunction of an essential part required for the legal operation of the vehicle or any vehicle which is partially or totally disassembled as a result of the removal of tires, wheels, engine, or other essential parts required for legal operation of a vehicle, shall be prohibited from parking at all times within the premises of the Condominium.
- C. Abandoned Vehicles. No vehicle may be left unmoved in a Common Element Parking Space for more than thirty (30) days (if not otherwise approved in writing by the Board to park for a longer period of time). In cases where a violation is committed, a notice will be placed on the vehicle, and if no response is received within three (3) days, the vehicle will be subject to towing at the vehicle owner's sole risk and expense.
- D. Other Equipment and Machinery. Any agricultural, industrial, construction or similar machinery or equipment is prohibited from parking at all times within the premises of the Condominium.
- E. Recreational Vehicles. The following vehicles are prohibited from being parked at all times within the premises of the Condominium: Any motor home, self-contained camper, mobile home, boat, all-terrain vehicle, dune buggy, trailer, boat trailer, pop-up camper/tent trailer, horse trailer, any

trailer or semitrailer used for transporting waverunners, jet skis, motorcycles, or all-terrain vehicles, whether or not such trailer or semitrailer is attached to another vehicle, and any other type of vehicle primarily designed for recreational use, as opposed to conventional passenger use.

F. Allowable Vehicles. Notwithstanding Section IV, paragraphs A through E above, the following vehicles are permissible:

1. Regular passenger vehicles as defined by the Code of Virginia.
2. Motorcycles and mopeds.
3. Rental trucks for move-ins or move-outs for a period of not more than twenty-four (24) hours.
4. Commercial vehicles servicing a unit, but only from the hours of 7:00 a.m. to 9:00 p.m., unless otherwise approved in writing by the Board of Directors.

## V. LIABILITY

- A. The Association assumes no responsibility for any damage to any vehicle parked or operated within the premises of the Condominium.
- B. Unit Owners shall be liable to the Association for any costs incurred by the Association to repair or repaint any part of the parking facilities or parking spaces damaged by the negligence or intentional act of a Unit Owner or his or her tenants, guests, invitees, agents and/or contractors.

## VI. ENFORCEMENT

A. In General

1. Vehicle Removal. The Board of Directors or its designated representative shall have the authority to have any vehicle not in compliance with the provisions of this Resolution removed from the premises of the Condominium. All costs and risks of towing and impoundment shall be the sole responsibility of the vehicle's owner.
2. Violations Subject to Immediate Towing. Any vehicle: (a) parked within fifteen (15) feet of a fire hydrant or in a designated fire lane or in the yellow no-parking zone; (b) occupying more than one (1) parking space; (c) extending beyond the parking space lines; (d) parked perpendicular to the marked parking space or on a grassy

area or sidewalk; (e) impeding access to sidewalk ramps or mailboxes; (f) constituting a safety hazard; or (g) that is parked in a Common Element Parking Space and whose security system has been triggered and allowed to continue unattended for more than fifteen (15) minutes, shall be subject to immediate removal without notification to the owner of the vehicle. If a vehicle can be identified as being owned by a Unit Owner or resident, or a guest of a specific Unit Owner or resident, the Board of Directors reserves the right to impose monetary charges in accordance with Section 55-79.80:2 of the Code of Virginia in lieu of towing the vehicle.

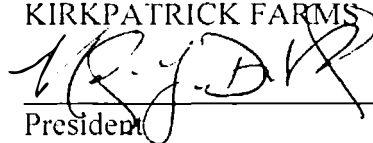
3. Citation Notices. In the case of all other violations not addressed in Section VI.A.2 of this Resolution, the Board of Directors or its designated representative shall post a citation notice on any vehicle not in compliance with the rules and regulations of the Association. No other form of notice is required. If the owner of the vehicle does not bring the vehicle into compliance within three (3) days of the date of the notice or contact a member of the Board, the vehicle will be subject to removal by towing if the vehicle is not owned by a Unit Owner. If such vehicle is owned by a Unit Owner, the Association shall initiate an enforcement action against the Unit Owner subject to the provisions of Section 55-79.80:2 of the Code of Virginia and the provisions of the Association's policy resolution regarding due process in enforcement cases.
4. Subsequent violations committed within any consecutive three-month period shall subject the violating vehicle to immediate towing without notification and may result in the suspension of parking privileges.
5. Any requests from residents for enforcement of this parking policy by the Association against another resident must be directed to the Board of Directors in writing.
6. The Board reserves the right and power to impose monetary charges as a sanction for violations of this parking policy, subject to the limitations imposed by Section 55-79.80:2 of the Code of Virginia. Any monetary charges so imposed may be treated as assessments for the purpose of collection.
7. The Association reserves the right to exercise all other powers and remedies provided by the Association's condominium instruments or the laws of Virginia and Loudoun County.



- B. Nothing contained herein shall preclude the Board of Directors from seeking injunctive relief or any other remedy available to it in a court of equity or law.
- C. Unit Owner's Responsibilities. If the Association must enforce this resolution through any form of legal action, the offending Unit Owner shall be responsible for all expenses and/or attorney's fees incurred by the Association in enforcing the provisions of this Resolution. Requests for reimbursement of fees for towing errors shall be addressed to management. The Board will determine whether reimbursement is appropriate and will do so on a case-by-case basis.
- D. The Board of Directors reserves the right to remove any object that obstructs the flow of traffic on any roadway within the premises of the Condominium.
- E. Liability. The Association assumes no responsibility for the security of any vehicle parked within the premises of the Condominium, and it disclaims responsibility for any damage to any vehicle parked or operated within the Condominium's premises or any theft from such vehicle.

The effective date of this Resolution shall be this 28<sup>th</sup> day of April, 2010.

THE UNIT OWNERS ASSOCIATION OF  
THE CONDOMINIUMS AT  
KIRKPATRICK FARMS

  
President

THE UNIT OWNERS ASSOCIATION OF  
THE CONDOMINIUMS AT KIRKPATRICK FARMS

POLICY RESOLUTION NO. 10- 02  
(Policy Regarding Vehicles and Parking)

RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Directors held April 28, 2010.

Motion by: Matthew Spaulding Seconded by: Janeessa Stancato

VOTE:	YES	NO	ABSTAIN	ABSENT
<u>M. J. D. V. R.</u> President	✓	_____	_____	_____
<u>[Signature]</u> Vice President	✓	_____	_____	_____
<u>Janeessa Stancato</u> Secretary/Treasurer	✓	_____	_____	_____
<u>[Signature]</u> Director Treasurer	✓	_____	_____	_____
<u>Adam Dean</u> Director	_____	_____	_____	✓

ATTEST:

Janeessa Stancato 4-28-10  
Secretary Date

Resolution effective: April 28<sup>th</sup>, 2010.

## CERTIFICATE OF MAILING

I hereby certify that a copy of this Resolution was mailed to all Unit Owners at their addresses of record this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
John K. Adams, On-Site Manager

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# THE CONDOMINIUMS AT KIRKPATRICK FARMS

To: All Owners Condominiums at Kirkpatrick Farms

From: John K. Adams CMCA®, AMS®, On-Site Manager  
Cardinal Management Group, Inc.  
Agent for The Condominiums at Kirkpatrick Farms

Date: October 19, 2009

Subject: Satellite Dish Policy Resolution

Enclosed please find the Satellite Dish Policy Resolution for your review. Please keep the Resolution with the other important papers pertaining to the sale of your home (such as the Bylaws, Articles of Incorporation, Declaration, etc.).

At the September 2009 Board of Directors meeting the Board passed Policy Resolution No.09-01. This Policy governs the location and methods of installation of satellite dishes for the purpose of receiving video programming. All satellites must be installed on the meter rooms and the wires then are able to be connected to the interior wiring through the conduit labeled for each individual condominium unit. No wiring is to be attached to the exterior of the unit nor should any wire pass through an exterior wall of the unit.

Any satellite dish that is currently installed in manner other that described in the Policy will have 60 days to comply with the Policy Resolution. Additionally the doors to the sheds will be locked beginning November 1<sup>st</sup> 2009. Should you need access please notify management 24 hours in advance to unlock the door.

Please review the enclosed Policy; should you have any questions please feel free to contact me at 703-722-2299 or via email at [manager@kirkpatrickfarms.com](mailto:manager@kirkpatrickfarms.com).

Sincerely,



John K. Adams CMCA®, AMS®  
On-Site Manager  
Kirkpatrick Farms Community Association  
(703) 722-2299  
(703) 722-2405 Fax

Order: VZ93V52YW

Cardinal Management Group, Inc., Agent, 4330 Prince William Parkway, Suite 201  
Woodbridge VA 22192 Phone 703-569-5797, Fax 703-866-3156

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**UNIT OWNERS ASSOCIATION OF  
THE CONDOMINIUMS AT KIRKPATRICK FARMS**

**POLICY RESOLUTION NO. 09-01**

(Rules governing satellite dishes and exterior antennae)

**WHEREAS**, the Board of Directors of the Unit Owners Association of The Condominiums at Kirkpatrick Farms ("Association") is responsible for the regulation and enforcement of architectural controls within the Condominium; and

**WHEREAS**, the Association's Bylaws prohibits unit owners from placing any structures on the Association's common elements without the prior written approval of the Board of Directors;

**WHEREAS**, Article XI, Section 1(q) of the Bylaws provides that except as specifically allowed by governmental regulations, no exterior antennae of any type may be erected or maintained within the Condominium without the prior written consent of the Board of Directors;

**WHEREAS**, the plans recorded for the units within the Condominium denote that the balconies attached to each unit are Limited Common Elements; and,

**WHEREAS**, the Board of Directors ("Board") believes it is in the best interest of the Association for the Board to adopt reasonable rules governing installation, maintenance, and use of satellite dishes and exterior antennas which: a) are consistent with the rules of the Federal Communication Commission ("FCC"); b) protect the integrity of the Condominium's common element components and its aesthetic appearance; and c) provide the residents with reasonable options to receive their desired television service.

**NOW, THEREFORE**, the Board of Directors adopts the following rules and regulations:

**I. DEFINITIONS**

Antenna: Any device, including any supporting structures, used for the receipt of video programming services, including direct broadcast satellite dish (DBS), television broadcast antennas, and multipoint distribution service antennas (MDS), or wireless service. Satellite dishes are included within the definition of Antenna. Devices used for the transmission of any sort of signal are not included in the definition of antenna and are strictly prohibited from the premises.

## II. APPLICATION RULES

A. Whenever any resident wants to install an Antenna which in any way is connected to, penetrates or rises into or over the general common elements of the Condominium, the resident must submit an application for approval to the Board in advance of the installation and then receive approval from the Board before commencing the installation.

B. Owners are permitted to install an Antenna without first submitting an Application for approval to the Board when the resident performs the installation in an area solely within their complete, exclusive use (including their Unit and appurtenant Limited Common Elements) and which does not require any penetration into or over the common elements.

C. Residents must submit their applications in writing to the Association's management agent.

D. The Association will not accept incomplete applications for review. In order for the application to be complete, it must contain: (a) a certification that the installation will be performed by a professional. (b) a waiver of all claims of liability against the Association and an assumption of all risks associated with the installation. (c) an acceptance of responsibility for all damages which might occur to property or person as a result of the installation. (d) a certificate of insurance of at least \$25,000.00 of coverage for liabilities associated with the installation of an Antenna, which names the Association as an additional insured and which is primary over any policy owned by the Association. (e) all information about the type, design and proposed location for the structure. (f) a written certification that installation of the Antenna in the designated preferred locations would not afford sufficient signal strength for adequate reception, and (g) a precise statement describing the alternative location where sufficient signal strength is adequate for reception.

## III. INSTALLATION RULES

### A. Antenna Size and Type

1. Residents may install an Antenna that is one meter (39.37 inches) or less in diameter within their exclusive use area or the designated common element area. Any structure larger than one meter in diameter is strictly prohibited.

2. Pursuant to the FCC regulations, residents may install a regular TV antenna designed to receive local broadcast stations.

3. Residents may not install any type of antenna or other device which transmits a signal of any sort or disrupts the reception of the radios and television sets of neighbors. Such installations are strictly prohibited.

4. Residents may not install any type of Antenna not specifically protected by the FCC regulations.

5. Only one (1) Antenna for each type of permitted service may be installed. If a resident wishes to install an additional Antenna for a particular type of permitted service, prior written approval must be obtained from the Board.

#### **B. Location**

1. In the event that a resident is not able to install the Antenna in an area within the resident's complete and exclusive use in a manner that complies with this Resolution, the resident must submit an application to the Board to install the Antenna in an approved common element area as required in Section II above. Common element areas that the Board will consider for approval in a resident's application are the roofs of the common element Meter Rooms located adjacent to the units.

2. Unless a resident obtains prior approval from the Board of Directors, residents are not permitted to install an Antenna that in any way, shape or form encroaches upon or penetrates any common element, or any other resident's individual unit or limited common element space. This restriction includes any intrusion in to the common element or unit air space.

3. Residents must locate their Antenna in a place and manner which shields it from view from the nearest street(s) or from other units in the condominium to the maximum extent possible. The color of the Antenna should blend with the existing colors of the surrounding area. If not possible, protective covers are available in the marketplace to enhance the compatibility of the color of the Antenna with the surrounding area's colors.

4. The Board of Directors reserves the power to require a resident to install visual barriers, natural or otherwise, around the device to diminish any adverse visual effect that may be caused by the installation of the antenna, provided that doing so will not: a) unreasonably delay or prevent installation, maintenance or use of an antenna; b) unreasonably increase the cost of installation, maintenance or use of an antenna; or c) preclude reception of an acceptable quality signal from an antenna.

#### **C. Other Rules for Installation on Rooftop When Meter Room Rooftop Installation is Approved in Advance by the Board of Directors**

1. Residents may not install an Antenna that extends higher than is absolutely necessary for reception of an acceptable quality signal, so long as such requirements will not prevent, increase the cost of, or cause an unreasonable delay in the installation, maintenance, or use of such antennae.

2. Residents must ensure that their installation does not damage the common elements, or anyone else's individual unit.
3. Residents must ensure that their installation complies with all applicable local and state building codes and manufacturer's instructions, provided that those regulations are not superseded by Federal law. Residents shall provide the Board with a copy of any applicable governmental permit if it is required for safety purposes.
4. Residents are required to exercise their best efforts to install their Antenna and wiring in such a way and location where they can obtain an acceptable quality signal with the least adverse impact upon the aesthetic appearance of the building, including the hiding of wiring as much as possible, provided such installation shall not unreasonably delay maintenance, installation or use of the antennae, or unreasonably increase the cost of the installation.
5. After installation of the Antenna, residents must ensure that the Antenna always remains properly secured so that it does not jeopardize the structural integrity of any structure or the safety of any person near the Antenna, particularly during times of great wind velocity.
6. Residents are responsible for any damage to the Association's common elements, another unit or any other person or property which is caused by or related to the installation or continued presence of any Antenna and/or mast within the property.
7. The Association reserves the power to specially assess the responsible unit owner for all costs incurred to rectify any damages caused to the roof or common elements, as determined solely by the Board of Directors, caused or associated in any way with the resident's installation or removal of the Antenna.
8. Residents must permanently ground and properly affix all wiring in order to minimize the possibility of all safety hazards. Whenever a resident removes the Antenna, the resident is responsible for the complete sealing of the area of penetration and proper disposal of any unused wiring. The Association reserves the right to enter any unit in order to inspect the area of installation in order to ensure compliance with this requirement.
9. Antennae shall not be placed anywhere near power lines (above-ground or buried). Residents must ensure that wind velocity or other forces could not cause the Antenna to collide with a power line.



10. Residents may not penetrate the exterior walls or finished non-roof surfaces of any building to either install an Antenna or to connect wiring from the Antenna to the interior of their unit.

11. Residents shall ensure that the installation of their Antennae does not obstruct access to or exit from any unit, walkway, ingress or egress from an area, electrical service equipment, or any other area that the Association's agents will need access for the safe operation of the Condominium.

12. Residents shall hold the Association harmless from any and all damages or repairs to the roof or roof components that the Board of Directors attributes in any way to the existence or installation of an Antenna on the roof of a common element Meter Room.

#### **D. Maintenance**

1. The Antenna shall always remain the property of the resident; accordingly, the resident shall have the full responsibility to maintain the Antenna and the continuing duty to prevent the Antenna from falling into disrepair or becoming a safety hazard.

2. If an Antenna becomes detached or dislodged, the resident must promptly correct the situation. If the detachment or dislodgment threatens anyone's safety, the Association may remove the Antenna at the expense of the resident.

3. Residents shall be responsible for repainting or replacing their Antenna if the appearance of the exterior surface of their Antenna deteriorates or is damaged in any way.

#### **E. Removal**

1. Any Antenna that is no longer in use must be promptly removed by the resident who installed the Antenna. If an Antenna was installed by a prior resident and that Antenna is no longer in use, the current resident is responsible for the prompt removal of the Antenna.

2. Any Antenna installed prior to the effective date of this Resolution that is no longer in use must be removed by the current resident within sixty (60) days of the effective date of this Resolution.

3. Any Antenna installed prior to the effective date of this Resolution that is currently in use and is located in an area that is not within the complete and exclusive use of the resident, must be removed by the current resident within sixty (60) days of the effective date of this Resolution and placed in an area within their complete, exclusive use (including Limited Common Elements) and which does not require any penetration into or over the common elements. In the event that the resident is not able to

Order: VZ93V52YW

Address: 41870 Inspiration Ter

Order Date: 02-21-2020

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install the previously-existing Antenna in an area within the resident's complete and exclusive use in a manner that complies with this Resolution, the resident must within sixty (60) days of the effective date of this Resolution submit an application to the Board to install the previously-existing Antenna in an approved common element area.

#### **IV. RESALE CERTIFICATE**

If a resident requests the Association to provide a resale certificate for a unit served by an Antenna installed by the resident, a representative of management shall inspect the installation prior to providing the resident with the resale certificate in order to ensure compliance with the Association's Rules and Regulations. In light of the fact that a resident may remove the Antenna after management's inspection but before the settlement on the sale, the Association shall expressly reserve the right in the resale certificate to re-inspect the unit in order to ensure that the resident properly restored the common elements or limited common elements during the removal process. If the resident failed to do so, the Association shall disclose in the resale certificate that it reserves the power to assess the new resident of the unit for the cost of restoring the common elements or limited common elements to their proper condition.

#### **V. INSURANCE**

The Association shall not accept any responsibility to insure any Antenna installed by a resident. The Antenna shall be considered the personal property of the resident who installed the Antenna.

#### **VI. ENFORCEMENT**

A. If any resident violates any of these Rules and Regulations, the Association reserves all of its legal remedies, including, but not limited to, the assessment of special charges against the offending resident as a sanction.

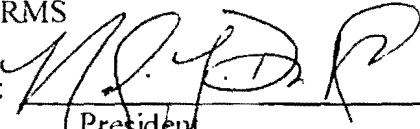
B. If any Antenna installation poses a serious, immediate safety hazard or threat to property, the Association reserves the power to remove the Antenna without notice to the resident; however, whenever feasible, the Association shall provide advance written notice to the resident of the Board's concerns for safety and its request of the resident to remove, relocate, or resecure the Antenna.

#### **VII. SEVERABILITY**

If a Court of law rules any provision herein to be invalid, the remainder of these rules shall remain in full force and effect.

The effective date of this Resolution shall be September 23<sup>rd</sup>, 2009.

UNIT OWNERS ASSOCIATION OF THE  
CONDOMINIUMS AT KIRKPATRICK  
FARMS

By:   
President

## RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Directors of the Unit Owners Association of

The Condominiums at Kirkpatrick Farms held on September 23, 2009.

Motion by: Greg Moulthrop Seconded by: Matthew Spaulding

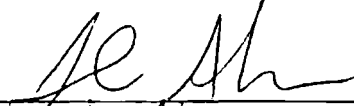
OFFICER:	VOTE:	YES	NO	ABSTAIN	ABSENT
<u>[Signature]</u> President	<u>X</u>				
<u>[Signature]</u> Vice President	<u>X</u>				
<u>Lunessa Stancato</u> Secretary					<u>X</u>
<u>[Signature]</u> Treasurer	<u>X</u>				
<u>[Signature]</u> Director	<u>X</u>				

Resolution effective: September 23, 2009.

## CERTIFICATE OF MAILING OR DELIVERY

The Managing Agent hereby attests that this Policy Resolution 09-01 was mailed and/or hand-delivered to the addresses of record of the Unit Owners on this 22<sup>nd</sup> day of October, 2009.

10/22/09  
Date

  
John Adams, Managing Agent

K:\31\31140-00001-090811 Satellite Resolution.doc

Order: VZ93V52YW  
Address: 41870 Inspiration Ter  
Order Date: 02-21-2020  
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**AMENDMENT  
TO  
PUBLIC OFFERING STATEMENT  
THE CONDOMINIUMS AT KIRKPATRICK FARMS**

NAME OF CONDOMINIUM: The Condominiums at Kirkpatrick Farms

LOCATION OF CONDOMINIUM: Inspiration Terrace, Patriot Terrace & Curiosity  
Square  
Aldie, Virginia

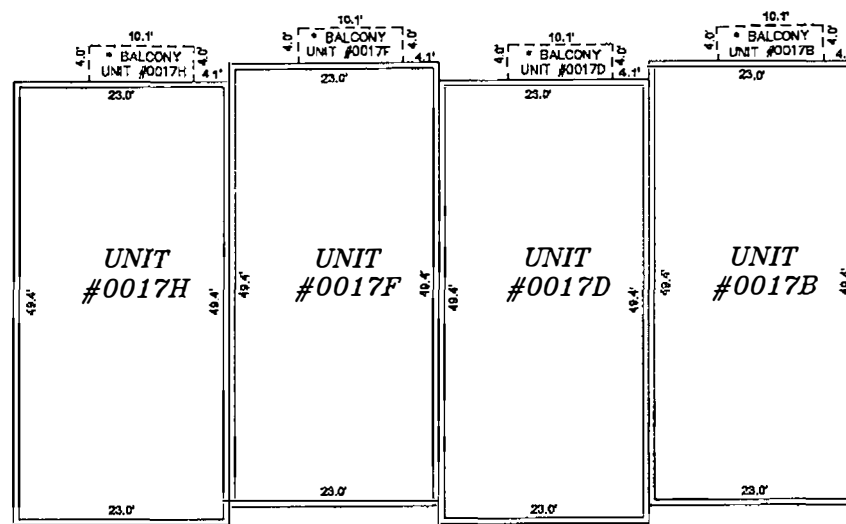
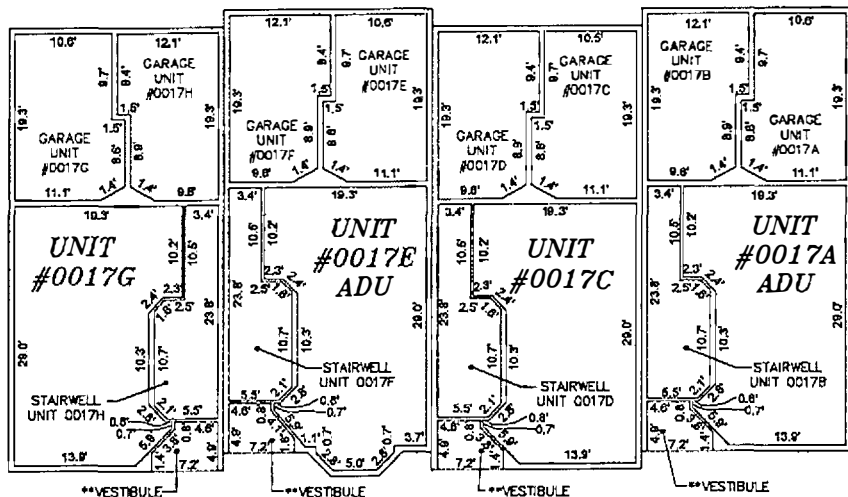
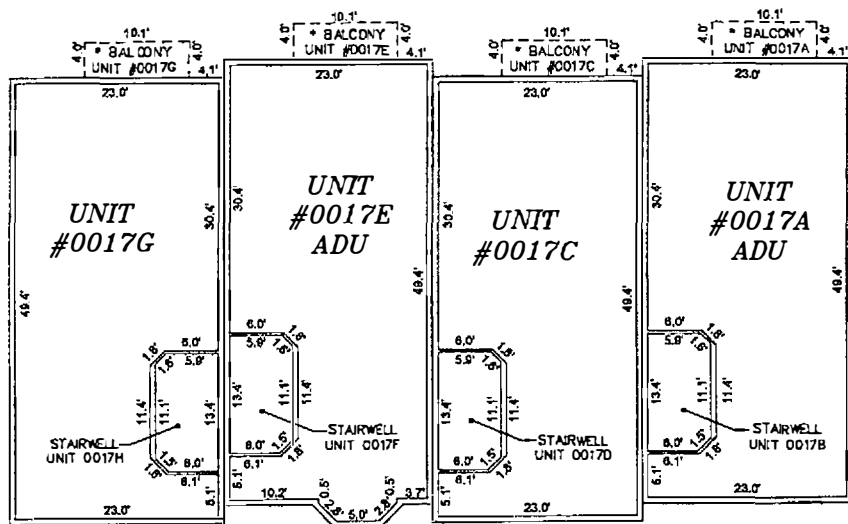
NAME OF DECLARANT: NVR, INC t/a Ryan Homes

ADDRESS OF DECLARANT: 12600 Fair Lakes Circle, Suite 210  
Fairfax, Virginia 22033

EFFECTIVE DATE OF THIS  
AMENDMENT: May 7, 2009

VIRGINIA REGISTRATION NO.: 05-177

**I. The Declarant has re-designed the plans for the Units in Phases 17, 18, 19 and 20 of The Condominiums at Kirkpatrick Farms. Attached hereto are the revised Plans which should replace those Plans for Phases 17, 18, 19 and 20 attached to the Public Offering Statement as Appendix VII.**



UNIT NUMBER	ADDRESS
UNIT #0017A	#25331 PATRIOT TERRACE
UNIT #0017B	#25353 PATRIOT TERRACE
UNIT #0017C	#25355 PATRIOT TERRACE
UNIT #0017D	#25357 PATRIOT TERRACE
UNIT #0017E	#25359 PATRIOT TERRACE
UNIT #0017F	#25361 PATRIOT TERRACE
UNIT #0017G	#25365 PATRIOT TERRACE
UNIT #0017H	#25363 PATRIOT TERRACE

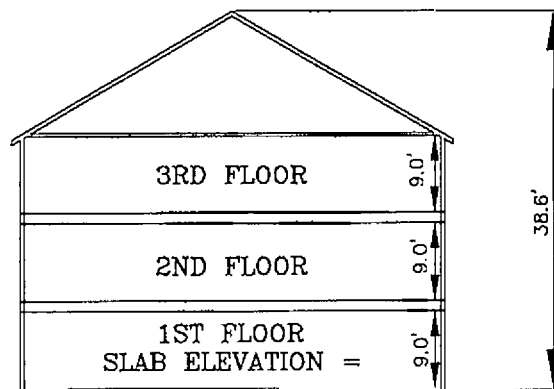
NOTE:  
I, PAUL SWARTZ, A DULY CERTIFIED LAND SURVEYOR (NO. 2701) IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THIS PLAN IS ACCURATE, IS IN COMPLIANCE WITH SECTION 55-79.58(B) OF THE VIRGINIA CONDOMINIUM ACT AND THAT ALL UNITS OR PORTIONS THEREOF DEPICTED HEREON ARE SUBSTANTIALLY COMPLETE.



Huntley, Nye & Associates, Ltd.  
SURVEYING - CIVIL ENGINEERING - LAND PLANNING  
804 BERRY ROAD, SE  
SUITE 200 ATLANTA, GA 30338  
404.525.1100  
FAX 404.525.1101  
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EXHIBIT 7E CONDOMINIUM PLAN  
SHOWING  
CONDOMINIUM UNITS  
"THE CONDOMINIUMS AT KIRKPATRICK FARMS"  
PHASE 17  
DULLES MAGISTERIAL DISTRICT - DULLES ELECTION DISTRICT - LOUDOUN COUNTY, VIRGINIA

SCALE: 1"=10'
DATE: OCTOBER 26, 2006
REVISIONS: DECEMBER 26, 2006 ATTORNEY COMMENTS DECEMBER 26, 2006 ADDRESS REVISION JANUARY 9, 2008 FILE # OCT 2 AD002 JANUARY 13, 2008 ATTORNEY COMMENTS MAY 4, 2008
SHEET 1 OF 2
FILE NO. 604-CONDO-PH17



TYPICAL SIDE VIEW

38.6'				
UNIT #0017H #25363	UNIT #0017F #25361	UNIT #0017D #25357	UNIT #0017B #25353	38.6'
UNIT #0017G #25365	UNIT #0017E #25359 ADU	UNIT #0017C #25355	UNIT #0017A #25351 ADU	

FRONT VIEW  
PHASE 17

UNIT NUMBER	ADDRESS
UNIT #0017A	#25351 PATRIOT TERRACE
UNIT #0017B	#25353 PATRIOT TERRACE
UNIT #0017C	#25355 PATRIOT TERRACE
UNIT #0017D	#25357 PATRIOT TERRACE
UNIT #0017E	#25359 PATRIOT TERRACE
UNIT #0017F	#25361 PATRIOT TERRACE
UNIT #0017G	#25365 PATRIOT TERRACE
UNIT #0017H	#25363 PATRIOT TERRACE

NOTE:  
I, PAUL SWARTZ, A DULY CERTIFIED LAND SURVEYOR (NO. 2701) IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THIS PLAN IS ACCURATE, IS IN COMPLIANCE WITH SECTION 55-79.58(8) OF THE VIRGINIA CONDOMINIUM ACT AND THAT ALL UNITS OR PORTIONS THEREOF DEPICTED HEREON ARE SUBSTANTIALLY COMPLETE.



EXHIBIT "E" CONDOMINIUM PLAN  
SHOWING

CONDOMINIUM UNITS  
"THE CONDOMINIUMS AT KIRKPATRICK FARMS"  
PHASE 17

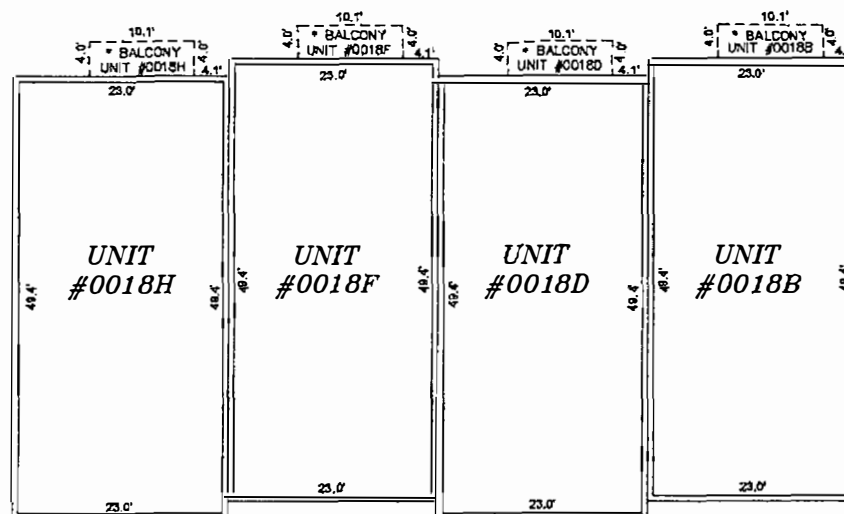
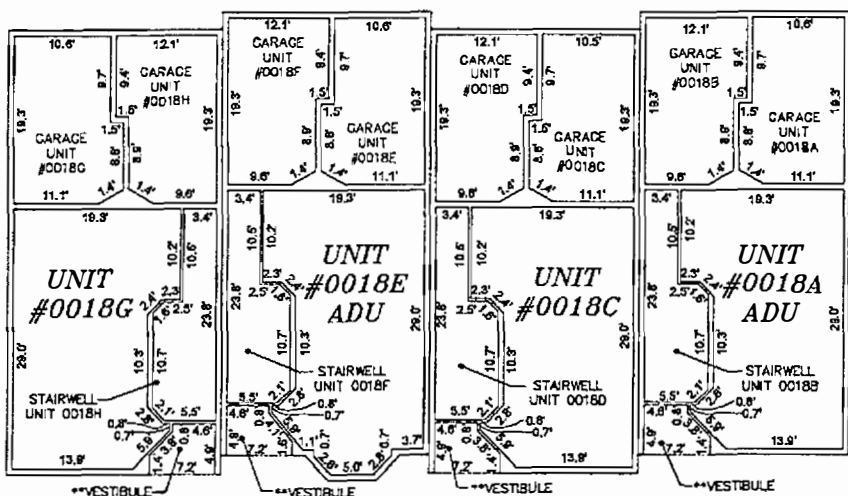
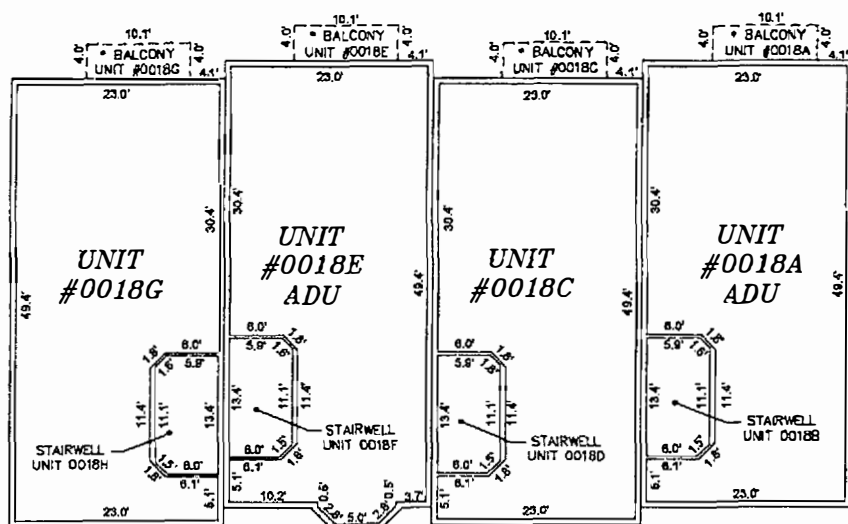
DULLES MAGISTERIAL DISTRICT ~ DULLES ELECTORAL DISTRICT ~ LOUDOUN COUNTY, VIRGINIA

Huntley, Nye & Associates, Ltd.  
SURVEYING - CIVIL ENGINEERING - LAND PLANNING  
401 STOKES ROAD, S.E.  
DULLES, VIRGINIA 20146  
703-771-1425  
FREDERICK ST. 2A  
Copyright 2008 © Huntley, Nye & Associates, Ltd.

SCALE:  
1"=10'  
DATE:  
OCTOBER 28, 2009  
REVISIONS:  
DECEMBER 28, 2009  
ATTORNEY COMMENTS  
DECEMBER 28, 2009  
ADDITIONAL ADDD  
JANUARY 8, 2009  
CON. C. SHIT 2 ADDED  
JANUARY 13, 2009  
ATTORNEY COMMENTS  
MAY 4, 2009

SHEET  
2 OF 2  
FILE NO.  
4344-CONDO(PH17)





UNIT NUMBER	ADDRESS
UNIT #0018A	#25333 PATRIOT TERRACE
UNIT #0018B	#25335 PATRIOT TERRACE
UNIT #0018C	#25337 PATRIOT TERRACE
UNIT #0018D	#25339 PATRIOT TERRACE
UNIT #0018E	#25341 PATRIOT TERRACE
UNIT #0018F	#25343 PATRIOT TERRACE
UNIT #0018G	#25347 PATRIOT TERRACE
UNIT #0018H	#25345 PATRIOT TERRACE

NOTE:  
I, PAUL SWARTZ, A DULY CERTIFIED LAND SURVEYOR (NO. 2701) IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THIS PLAN IS ACCURATE, IS IN COMPLIANCE WITH SECTION 55-79.58(B) OF THE VIRGINIA CONDOMINIUM ACT AND THAT ALL UNITS OR PORTIONS THEREOF DEPICTED HEREON ARE SUBSTANTIALLY COMPLETE.



\* DENOTES LIMITED COMMON ELEMENT  
\*\* DENOTES COMMON ELEMENT

EXHIBIT "C" CONDOMINIUM PLAN  
SHOWING

# CONDOMINIUM UNITS "THE CONDOMINIUMS AT KIRKPATRICK FARMS" PHASE 1B

DULLES MAGISTERIAL DISTRICT - DULLES ELECTRONIC DISTRICT - LOUDOUN COUNTY, VIRGINIA

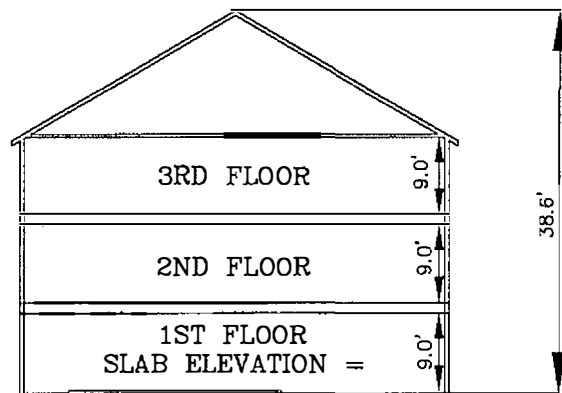
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REVISIONS:  
RECEIVED: DECEMBER 26, 2006  
ATTORNEY COMMENTS:  
DECEMBER 26, 2006  
ADDRESSING ADDED:  
JANUARY 8, 2008  
FUG-B DIT 2 ADDED:  
JANUARY 13, 2008  
ATTORNEY COMMENTS:  
MAY 4, 2008

SHEET

1 OF 2

FILE NO.  
4344-CONDO(0418)



TYPICAL SIDE VIEW

UNIT #0018H #25345	UNIT #0018F #25343	UNIT #0018D #25339	UNIT #0018B #25335	
UNIT #0018G #25347	UNIT #0018E #25341 ADU	UNIT #0018C #25337	UNIT #0018A #25333 ADU	

FRONT VIEW  
PHASE 18

UNIT NUMBER	ADDRESS
UNIT #0018A	#25333 PATRIOT TERRACE
UNIT #0018B	#25335 PATRIOT TERRACE
UNIT #0018C	#25337 PATRIOT TERRACE
UNIT #0018D	#25339 PATRIOT TERRACE
UNIT #0018E	#25341 PATRIOT TERRACE
UNIT #0018F	#25343 PATRIOT TERRACE
UNIT #0018G	#25347 PATRIOT TERRACE
UNIT #0018H	#25345 PATRIOT TERRACE

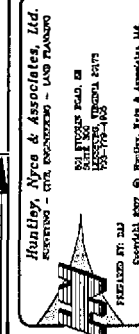
NOTE:  
I, PAUL SWARTZ, A DULY CERTIFIED LAND SURVEYOR  
(NO. 2701) IN THE COMMONWEALTH OF VIRGINIA,  
DO HEREBY CERTIFY THAT THIS PLAN IS ACCU-  
RATE, IS IN COMPLIANCE WITH SECTION 55-79.5B(3)  
OF THE VIRGINIA CONDOMINIUM ACT AND THAT  
ALL UNITS OR PORTIONS THEREOF DEPICTED HERE-  
ON ARE SUBSTANTIALLY COMPLETE.



CONVERT "E" CONDOMINIUM PLAN  
SHOWING

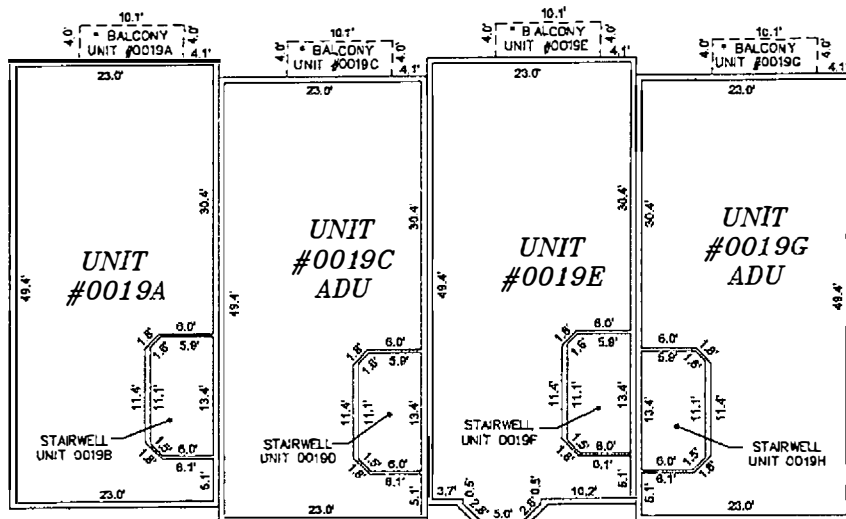
CONDOMINIUM UNITS  
"THE CONDOMINIUMS AT KIRKPATRICK FARMS"  
PHASE 18

DULLES MAGISTERIAL DISTRICT ~ DULLES ELECTION DISTRICT ~ LOUDOUN COUNTY, VIRGINIA

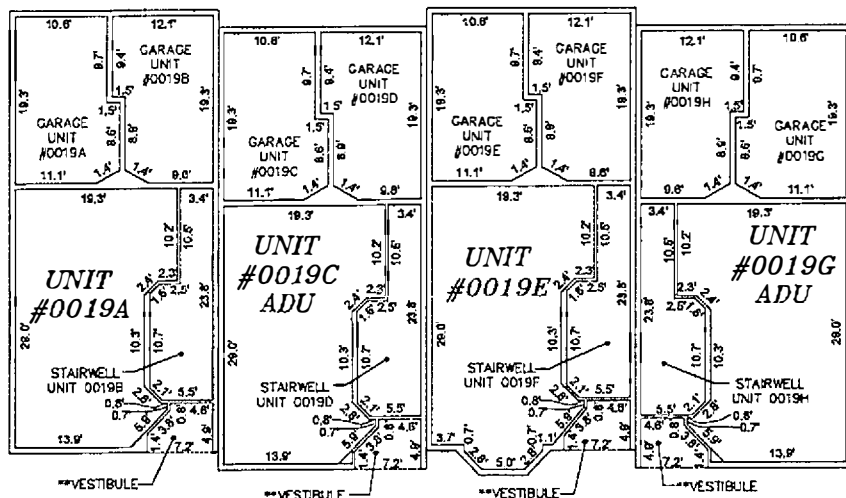


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DATE:
OCTOBER 25, 2005
REVISIONS:
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JANUARY 9, 2006
CON. E. SHT. 2 ADDED:
JANUARY 13, 2006
ATTORNEY COMMENTS:
MAY 4, 2006

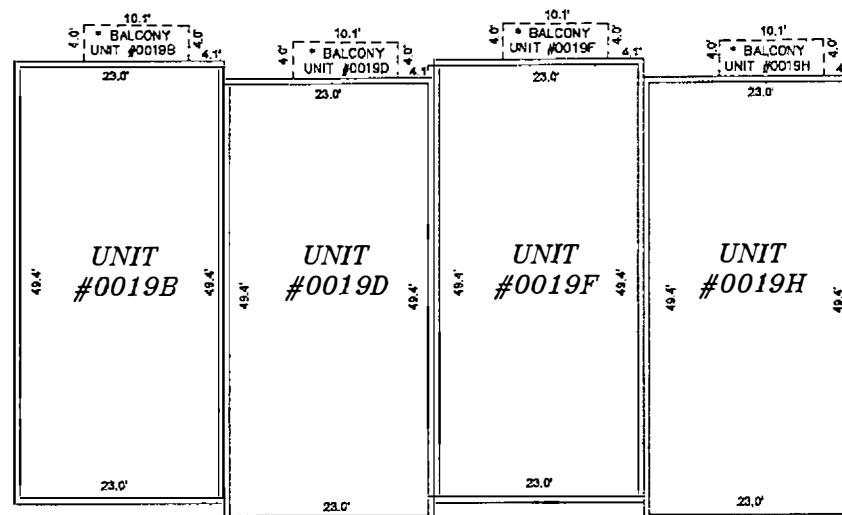
SHEET
2 OF 2
FILE NO.
A344-COND007PH18



2ND FLOOR



1ST FLOOR



3RD FLOOR

UNIT NUMBER	ADDRESS
UNIT #0019A	#25329 PATRIOT TERRACE
UNIT #0019B	#25327 PATRIOT TERRACE
UNIT #0019C	#25325 PATRIOT TERRACE
UNIT #0019D	#25323 PATRIOT TERRACE
UNIT #0019E	#25321 PATRIOT TERRACE
UNIT #0019F	#25319 PATRIOT TERRACE
UNIT #0019G	#25315 PATRIOT TERRACE
UNIT #0019H	#25317 PATRIOT TERRACE

NOTE:  
I, PAUL SWARTZ, A DULY CERTIFIED LAND SURVEYOR (NO. 2701) IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THIS PLAN IS ACCURATE, IS IN COMPLIANCE WITH SECTION 55-79.58(B) OF THE VIRGINIA CONDOMINIUM ACT AND THAT ALL UNITS OR PORTIONS THEREOF DEPICTED HEREON ARE SUBSTANTIALLY COMPLETE.



\* DENOTES LIMITED COMMON ELEMENT  
\*\* DENOTES COMMON ELEMENT

EXHIBIT "E" CONDOMINIUM PLAN  
SHOWING  
CONDOMINIUM UNITS  
"THE CONDOMINIUMS AT KIRKPATRICK FARMS"  
PHASE 19  
DULLES MAGISTERIAL DISTRICT - DULLES ELECTION DISTRICT - LOUDOUN COUNTY, VIRGINIA

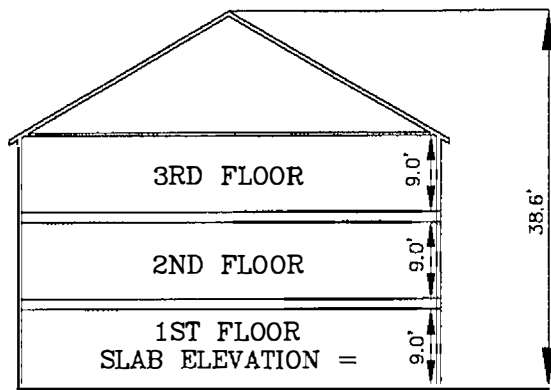
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1"=10'

DATE:  
OCTOBER 25, 2006

REVISIONS:  
DECEMBER 28, 2005  
ATTORNEY COMMENTS  
DECEMBER 28, 2005  
ADDITIONAL ADDED  
JANUARY 5, 2006  
DOH E DHT 2 ADDED  
JANUARY 13, 2006  
ATTORNEY COMMENTS  
MAY 4, 2006

DWYET  
1 OF 2  
FILE NO.  
4544 CONDOMINIUM

Huntley, Nyce & Associates, Ltd.  
SURVEYORS - ONE BUSINESS - TWO PLANS  
BALTIMORE, MD 21201  
PHONE 410-528-1234  
FAX 410-528-1235  
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PREPARED BY: J.M.



TYPICAL SIDE VIEW

UNIT #0019B #25327	UNIT #0019D #25323	UNIT #0019F #25319	UNIT #0019H #25317	
UNIT #0019A #25329	UNIT #0019C #25325 ADU	UNIT #0019E #25321	UNIT #0019G #25315 ADU	
				38.6'

FRONT VIEW  
PHASE 19

UNIT NUMBER	ADDRESS
UNIT #0019A	#25329 PATRIOT TERRACE
UNIT #0019B	#25327 PATRIOT TERRACE
UNIT #0019C	#25325 PATRIOT TERRACE
UNIT #0019D	#25323 PATRIOT TERRACE
UNIT #0019E	#25321 PATRIOT TERRACE
UNIT #0019F	#25319 PATRIOT TERRACE
UNIT #0019G	#25315 PATRIOT TERRACE
UNIT #0019H	#25317 PATRIOT TERRACE

NOTE:  
I, PAUL SWARTZ, A DULY CERTIFIED LAND SURVEYOR (NO. 2701) IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THIS PLAN IS ACCURATE, IS IN COMPLIANCE WITH SECTION 55-79.58(B) OF THE VIRGINIA CONDOMINIUM ACT AND THAT ALL UNITS OR PORTIONS THEREOF DEPICTED HEREON ARE SUBSTANTIALLY COMPLETE.

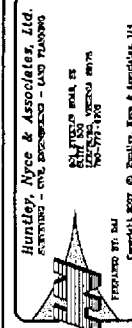


EXHIBIT "E" CONDOMINIUM PLAN  
SHOWING

CONDOMINIUM UNITS

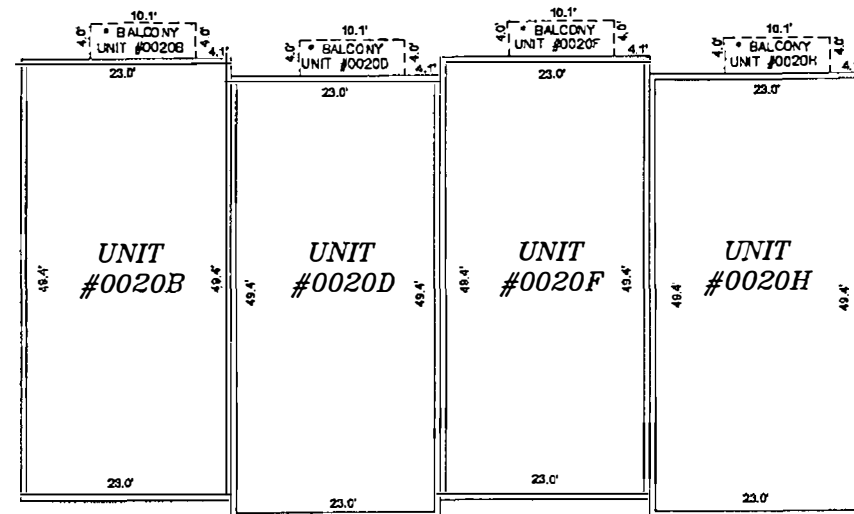
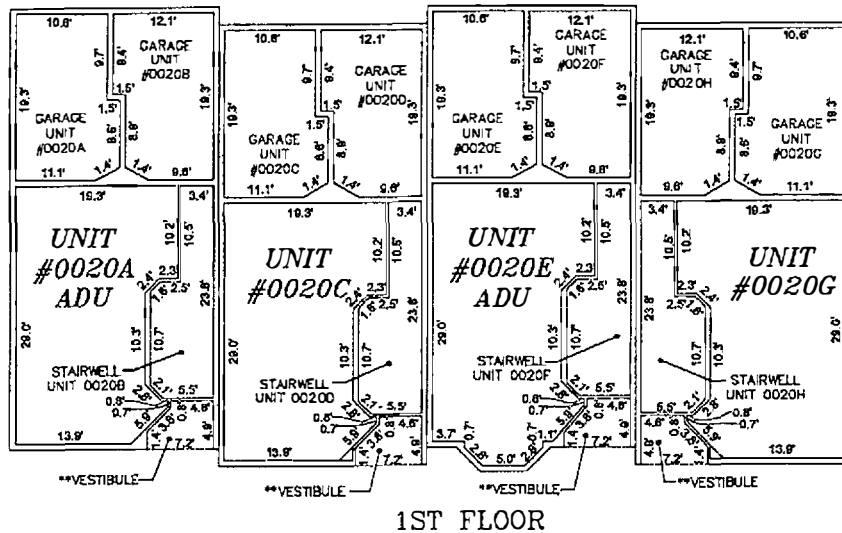
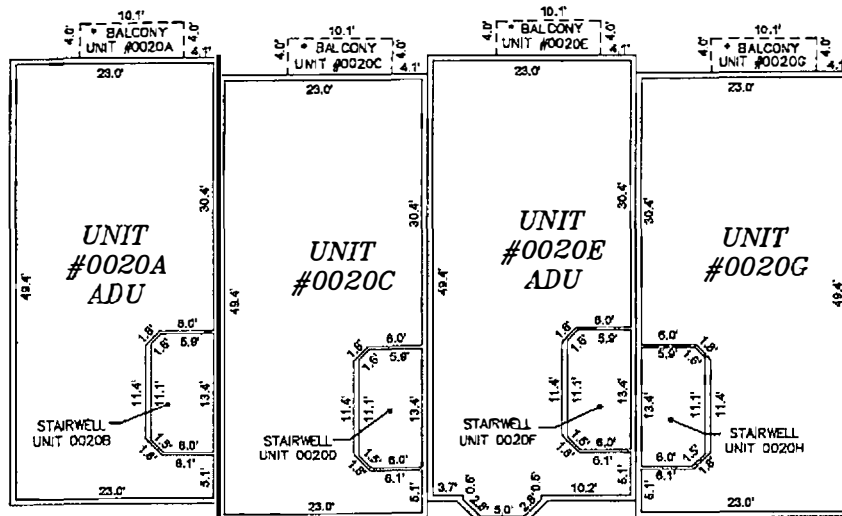
"THE CONDOMINIUMS AT KIRKPATRICK FARMS"  
PHASE 19

DULLES MAGISTERIAL DISTRICT ~ DULLES ELECTRON DISTRICT ~ LOUDOUN COUNTY, VIRGINIA



SCALE: 1"=10'
DATE: OCTOBER 23, 2008
REVISIONS: DECEMBER 26, 2008 ATTORNEY COMMENTS DECEMBER 26, 2008 ADDRESS: ADU19
JANUARY 6, 2009 ENR. E. SHI, 2 ADU02 JANUARY 14, 2009 ATTORNEY COMMENTS MAY 4, 2009

SHEET 2 OF 2
FILE NO. 4344-CONDO(PH19)



\* DENOTES LIMITED COMMON ELEMENT  
 \*\* DENOTES COMMON ELEMENT

UNIT NUMBER	ADDRESS
UNIT #0020A	#41891 INSPIRATION TERRACE
UNIT #0020B	#41889 INSPIRATION TERRACE
UNIT #0020C	#41887 INSPIRATION TERRACE
UNIT #0020D	#41885 INSPIRATION TERRACE
UNIT #0020E	#41883 INSPIRATION TERRACE
UNIT #0020F	#41881 INSPIRATION TERRACE
UNIT #0020G	#41877 INSPIRATION TERRACE
UNIT #0020H	#41879 INSPIRATION TERRACE

NOTE:  
 I, PAUL SWARTZ, A DULY CERTIFIED LAND SURVEYOR (NO. 2701) IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THIS PLAN IS ACCURATE, IS IN COMPLIANCE WITH SECTION 55-79.58(B) OF THE VIRGINIA CONDOMINIUM ACT AND THAT ALL UNITS OR PORTIONS THEREOF DEPICTED HEREON ARE SUBSTANTIALLY COMPLETE.

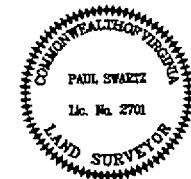


EXHIBIT "E" CONDOMINIUM PLAN  
 SHOWING  
**CONDOMINIUM UNITS**  
 "THE CONDOMINIUMS AT KIRKPATRICK FARMS"  
 PHASE 20  
 DALLAS MAGISTERIAL DISTRICT - DALLAS ELECTION DISTRICT - LOUDOUN COUNTY, VIRGINIA

SCALE: 1"=10'
DATE: OCTOBER 23, 2005
REVISION: OCTOBER 26, 2005 ATTORNEY COMMENTS
OCTOBER 26, 2005 ADMINISTRATOR
JANUARY 5, 2006 BEN R BENTZ ADDED
JANUARY 13, 2006 ATTORNEY COMMENTS
MAY 4, 2006
DIRECT
1 OF 2
FILE NO. 4344-CONDO/PH20

Huntley, Nyce & Associates, Ltd.  
 SURVEYING - CIVIL ENGINEERING - LAND PLANNING  
 841 FREDERICK ROAD, SE  
 SUITE 100  
 ATLANTA, GEORGIA 30316  
 (404) 525-1400  
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FRONT VIEW  
PHASE 20

NOTE:  
I, PAUL SWARTZ, A DULY CERTIFIED LAND SURVEYOR  
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DO HEREBY CERTIFY THAT THIS PLAN IS ACCU-  
RATE, IS IN COMPLIANCE WITH SECTION 55-79.56(B)  
OF THE VIRGINIA CONDOMINIUM ACT AND THAT  
ALL UNITS OR PORTIONS THEREOF DEPICTED HERE-  
ON ARE SUBSTANTIALLY COMPLETE.



**EXHIBIT "E" CONDOMINIUM PLAN  
SHOWING**

SHOWING  
CONDOMINIUM UNITS  
THE CONDOMINIUMS AT KIRKPATRICK FARMS®  
PHASE 20

**PHASE 20**  
**DULLES MAGISTERIAL DISTRICT ~ DULLES ELECTION DISTRICT ~ LOUDOUN COUNTY, VIRGINIA**

**Huntley, Hynes & Associates, Ltd.**  
 5500 - 10th Avenue S.W. - 1st Floor  
 Seattle - WA 98148-3200

**SA. STODOLSKA, SE**  
 1400 1st Ave. S.E.  
 Tacoma, WA 98402  
 206-461-1800

**PREPARED BY: EAI**  
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SCALE: 1"=10'
DATE: OCTOBER 29, 2006
REVISIONS:
DECEMBER 28, 2006 ATTORNEY COMMENTS
DECEMBER 28, 2006 ADDRESSSES ADDED
JANUARY 6, 2007 END OF SHT 2 ADDED
JANUARY 13, 2007 ATTORNEY COMMENTS
MAY 4, 2008

SECRET

2 OF 2

FILE NO.  
4344-CCNDQ(PH20)