

88 119314

AUG 12 9:03

BK7113 0332

FAIRFAX COMMONS: A CONDOMINIUM
CONDOMINIUM INSTRUMENTS

88 119314

AUG 12 9:03

BK 7113 0332

FAIRFAX COMMONS: A CONDOMINIUM
CONDOMINIUM INSTRUMENTS

DECLARATION

FAIRFAX COMMONS: A CONDOMINIUM

ARTICLE I. INTRODUCTION AND SUBMISSION

SECTION 1.1. SUBMISSION. /COMPSON DEVELOPMENT LIMITED PARTNERSHIP, a Virginia Partnership (the "Declarant"), owner of the fee simple title to the land described in Exhibit "A" attached hereto, located within the City of Fairfax, Virginia (the "Land"), by this Declaration, hereby submits the Land, together with all improvements, easements, rights, and appurtenances thereunto belonging (the "Property") to the provision of Chapter 4.2 of Title 55 of the Code of Virginia, as amended, known as the Virginia Condominium Act (the "Condominium Act") and hereby creates with respect to the Property an expandable and contractible Condominium, which may contain convertible land.

SECTION 1.2. NAME. The name of the condominium is "Fairfax Commons: A Condominium."

SECTION 1.3. DEFINITIONS.

(a) "Declarant" means Compson Development Limited Partnership, its successors and assigns.

(b) "Declaration" means this instrument. All references to By-Laws, Plats, Plans and other Exhibits to the Declaration shall refer to the Exhibits recorded herewith.

(c) The terms "Mortgage" and "Deed of Trust" and associated terms shall be deemed interchangeable and shall refer to First Mortgages and First Deeds of Trust.

(d) As provided in Section 55-79.50(a) of the Condominium Act, terms not otherwise defined herein or in the By-Laws attached hereto as Exhibit "B", as the same may be amended from time to time or the plats and plans shall have the meaning specified in Section 55-79.41 of the Condominium Act.

ARTICLE II. UNITS AND COMMON ELEMENTS

SECTION 2.1. UNIT BOUNDARIES. The Property is depicted on the attached Plats and Plans as Exhibit "C" and each Unit shall be identified by a building number and unit number.

The Unit Boundaries: With the exception of the volume of space described in Section 2.2, each Unit shall include that part of the structure which lies within the following boundaries:

(a) UPPER AND LOWER BOUNDARIES. The upper and lower boundaries shall be the following boundaries extended to an intersection with the vertical (perimetric) boundaries:

(1) UPPER BOUNDARY:

(i) The upper boundary of terrace floor units shall be the horizontal plane coinciding with the bottom of the concrete floor planks.

(ii) The upper boundary of first floor units shall be the plane coinciding with the bottom of the concrete floor planks.

(iii) The upper boundary of second floor units shall be the plane coinciding with the bottom of the roof trusses.

(2) LOWER BOUNDARY:

(i) The lower boundary of terrace floor units shall be the horizontal plane coinciding with the upper surface of the concrete slab.

(ii) the lower boundary of first floor units shall be the horizontal plane coinciding with the upper surface of the "gypcrete" subfloor.

(iii) the lower boundary of second floor units shall be the horizontal plane coinciding with the upper surface of the "gypcrete" subfloor.

(b) VERTICAL (PERIMETRIC) BOUNDARIES. The perimetric boundaries shall be:

(i) In the case of exterior walls the vertical boundaries shall be the vertical planes coinciding with the backside (unexposed) surface of the drywall.

(ii) In the case of boundaries between units, the vertical plane coinciding with the backside (unexposed) surface of the drywall, as it may be located from time to time, shall be conclusively presumed to be the unit boundaries.

(c) A unit shall also include the furring to which the drywall is attached.

(d) The terms "concrete floor planks," "roof trusses," "concrete slab" and " 'gypcrete' subfloor" are not intended to and shall not have the effect of making any part of such elements a part of any unit.

(e) A Unit shall include doors, windows, window screens, and the heating and cooling apparatus which serve only that Unit. Any portion of a utility system serving only that Unit (e.g., pipes and conduits) which is partially within and partially without the Unit is part of the Unit.

(f) These definitions setting forth the unit boundaries shall be governed by the provision of Section 55-79.50 of the Code of Virginia, as amended.

SECTION 2.2. ITEMS EXCLUDED FROM UNITS. A Unit shall be deemed not to include: any pipes, wires, conduits and other public utility lines, bearing walls, and structural portions of the Building running through a Unit which are utilized for or serve more than one Unit or another Unit; and all other property and fixtures of any kind which are not removable without jeopardizing the soundness, safety or usefulness of other portions of the Condominium. The supporting masonry block walls, roof trusses and concrete floor planks are specifically declared to be Common Elements.

SECTION 2.3. LIMITED COMMON ELEMENTS. Limited Common Elements shall be governed by the Section 55-79.50(e) of the Condominium Act, as amended. Limited Common Elements include door frames, window frames, the pads under the outside heat pump units, and are assigned to the Unit to which such Limited Common Elements are attached.

SECTION 2.4. THE UNDIVIDED INTEREST IN THE COMMON ELEMENTS. Each Unit shall have an Equal Undivided Interest in the Common Elements.

SECTION 2.5. MAINTENANCE RESPONSIBILITIES AND ASSESSMENTS. The By-Laws attached hereto as Exhibit "B" shall govern the division of maintenance and repair responsibilities between the Unit Owner and the Unit Owners Association of the Condominium (the "Unit Owners Association"), notwithstanding the ownership of any Common Element or Unit Element. The Declarant hereby covenants and each owner of any Unit by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Unit Owners Association such assessments as are established in the By-Laws. These assessments, together with interest, costs, charges and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made subordinate only to the lien of a first trust upon the property. Each such assessment, together with interest, costs, charges and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the

assessment fell due. The purchaser of a Unit shall be jointly and severally liable with the selling Unit Owner for all unpaid assessments against the latter and for his proportionate share of the Common Expenses up to the time of conveyance, without prejudice to the purchaser's right to recover from the selling Unit Owner the amounts paid by the Purchaser therefor.

SECTION 2.6. PERSONS SUBJECT TO DECLARATION, BY-LAWS AND RULES AND REGULATIONS. All present and future owners, tenants, visitors and occupants of Units shall be subject to, and shall comply with the provisions of this Declaration, the By-Laws and Rules and Regulations adopted pursuant thereto. Acceptance of a deed of conveyance, or the entering into a lease, or the entering into occupancy of any Unit shall constitute agreement that the provisions of this Declaration, the By-Laws and Rules and Regulations, as the same may be amended from time to time, are accepted and ratified by such owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease thereof.

ARTICLE III. EASEMENTS

SECTION 3.1. EASEMENTS TO FACILITATE SALES.

(a) The Declarant hereby expressly reserves for itself, its successors, and assigns, an easement to facilitate sales pursuant to the provisions of 55-79.66 of the Condominium Act. The Declarant specifically reserves as for such purposes the right to utilize any Units owned or leased by it and Common Elements for sales offices, model units and administrative offices. The Declarant reserves the right to relocate the same within the Property from time to time. The furnishings thereof may be moved and relocated at the Declarant's discretion. The Declarant hereby reserves to itself, its successors, and assigns, an easement for access to and use of the Common Elements of the Condominium Units, and to post signs which advertise the sale of Condominium Units. The reservation of these easements is expressly made applicable to the additional land.

(b) The Declarant reserves the right, during the period in which the Declarant is actively engaged in marketing the Condominium Units, to restrict the use of six (6) parking spaces for sales purposes.

SECTION 3.2. EASEMENTS FOR INGRESS AND EGRESS THROUGH COMMON ELEMENTS, ACCESS TO UNITS AND SUPPORT, DECLARANT'S RESERVED RIGHTS.

(a) Each Unit Owner is hereby granted an easement in common with each other Unit Owner for ingress and egress through all Common Elements, subject to such reasonable rules, regulations and restrictions as may be imposed 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.

(b) The Declarant reserves in favor of the Declarant, the managing agent and/or any other person authorized by the Board of Directors the right of access after reasonable notice to any Unit as provided in Section 55-79.79 of the Condominium Act and Article 6, Section 6.7 of the By-Laws. In case of emergency, such entry shall be immediate whether the Unit Owner consents or is present at the time or not. Until the expiration of the warranty period the Declarant, its agents and assigns shall be permitted such entry in order to perform Declarant's warranty work.

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

(d) Declarant reserves to itself, its successors, and assigns, the right to perform repairs, construction, renovations, restorations, and replacements upon the Common Elements without the prior approval of the Unit Owners' Association.

(e) Declarant reserves to itself, its successors, and assigns, an easement for the movement and storage of building materials across and upon the Common Elements.

SECTION 3.3. EASEMENTS FOR ENCROACHMENTS. If any of the Common Elements or Units encroaches upon any Unit or the Common Elements, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall and does exist whether such encroachment shall be by reason of any deviation from the plans in the construction, repair, renovation, restoration or replacement of any improvement or by virtue of the settling or shifting of any land or improvement thereon. In the event any portion of the Buildings shall be partially or totally destroyed and then rebuilt, minor encroachments on any parts of the Common Elements or Units due to construction shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist. Provided, however, that such easement shall not relieve a Unit Owner of liability in cases of willful and intentional misconduct or negligence by him or his agents or employees.

SECTION 3.4. REPAIR AND UTILITY EASEMENT. Easements are reserved through each of the Units for the benefit of any adjoining Units as may be required for structural repair and for electrical lines and conduits, heating, air conditioning and ventilating ducts, water lines, drain pipes, and other appurtenances to utility or service systems in order to adequately serve each of such Units. These easements are restricted to the maintenance and repair of such utility and service systems.

SECTION 3.5. DECLARANT'S RIGHT TO GRANT ADDITIONAL EASEMENTS. Declarant also reserves the right, prior to the termination of the Declarant Control Period, to grant and reserve any other easements and rights-of-way required to facilitate sharing of services between the Condominium and any portion of the Additional Land described in Exhibit "A-1" not then part of the Condominium; provided, however, that the owners of such other portions bear a pro-rata share of the cost thereof in proportion to the relative number of units or tenant spaces on such portion and in the Condominium.

**ARTICLE IV. RELOCATION OF UNIT BOUNDARIES
AND SUBDIVISION OF UNITS**

SECTION 4.1. RELOCATION OF UNIT BOUNDARIES AND SUBDIVISION OF UNITS. Unit Owners may cause the relocation of boundaries between adjoining Units and the subdivision of Units pursuant to the provisions of Section 55-79.69 and 55-79.70 of the Condominium Act, and the provisions of Article 5 herein.

SECTION 4.2. PARTITION (VERTICAL BOUNDARY) REMOVAL. When adjoining Units are in common ownership the Unit Owner may remove a portion of the vertical party wall between such Units by first providing plans to and obtaining approval from the Board of Directors of the Units Owners' Association and the City of Fairfax. Such openings shall not be deemed a relocation of boundaries within the meaning of Sections 4.1 and 5.1 of this Declaration or Section 55-79.69 of the Condominium Act.

SECTION 4.3 HORIZONTAL BOUNDARY REMOVAL. If a Unit Owner acquires units directly above and below each other then such Unit owner shall have the right to open stairwells or elevator shafts between such units notwithstanding the fact that a portion of the Common Elements is removed. Such openings shall not be deemed a relocation of boundaries within the meaning of Sections 4.1 and 5.1 of this Declaration or Section 55-79.69 of the Condominium Act. No Unit Owner may make such openings without first providing plans to and obtaining approval from the Board of Directors of the Units Owners' Association and the City of Fairfax.

ARTICLE V. RIGHTS OF LENDERS

SECTION 5.1. ACTIONS REQUIRING APPROVAL. Notwithstanding any provisions to the contrary, except as provided by statute in the case of condemnation or substantial loss to the Units and/or Common Elements of the Condominium unless at least two-thirds (2/3) of the Mortgagees (based on one vote for each Condominium Unit securing a first Mortgage) or Owners, other than the Declarant, of the individual Condominium Units have given their prior written approval, the Unit Owners' Association shall not be entitled to:

(1) change the pro-rata interest or obligations of any individual Unit for the Purpose of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or (ii) determining the pro-rata share of ownership of each Unit in the Common Elements;

(2) by act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer, the Common Elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium project shall not be deemed a transfer within the meaning of this clause);

(3) use hazard insurance proceeds for the losses to any condominium property (whether to Units or to Common Elements) for other than repair, replacement or reconstruction of such property.

SECTION 5.2. LIEN PRIORITY. Any Mortgagee who obtains title to a Condominium Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Unit's unpaid assessments or charges which accrue prior to the acquisition of title to such Unit by the Mortgagee, except for claims for a pro-rata share of such assessments or charges resulting from a pro-rata reallocation of such assessments or charges to all Condominium Units including the mortgaged Condominium Unit.

SECTION 5.3. NOTICE. The Unit Owners Association, upon request made by the Mortgagee or junior mortgagee of any Unit, shall provide such mortgagee with written notification and information regarding:

(1) any default by a Unit Owner borrower in the performance of any obligation under the Condominium Documents at the time such notice is sent to the Unit Owner or which is not cured within sixty (60) days;

(2) any condemnation or casualty loss which affects a material portion of the project or a Unit which secures the Mortgagee;

(3) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Unit Owners Association;

(4) any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified herein.

In order to receive any Notice pursuant to the Condominium Instruments any such request shall include the mortgagee's name and address and the Unit Number of the Unit securing its Note.

The Unit Owners' Association shall also give such notices to any mortgage insurer which notifies the Association of its participation and requests such notices.

SECTION 5.4. PRIORITY OF DISTRIBUTION. No provision of the Condominium Instruments shall be interpreted so as to give a Unit Owner, or any other party, priority over any rights of the Mortgagee of a Condominium Unit pursuant to its mortgage in the case of distribution to such Unit Owner of insurance proceeds of condemnation awards for losses to or a taking of Condominium Units or Common Elements.

SECTION 5.5. ATTENDANCE AT MEETINGS. All Mortgagees or their representatives shall have the right to attend and to speak at meetings of the Unit Owners' Association. All such Mortgagees shall have the right to examine the Condominium Instruments, Rules and books and records of the Condominium, and to require the submission of annual financial reports and other budgetary information.

SECTION 5.6. INTERCHANGEABLE TERMS. The terms "Mortgage" and "Deed of Trust" and associated terms shall be deemed interchangeable and shall refer to First Mortgages and First Deeds of Trust unless the section specifically includes junior liens.

ARTICLE VI. AMENDMENTS TO THE DECLARATION

SECTION 6.1. PROCEDURE. Subject to the provision of Articles V and VII herein and such approval as may be required elsewhere in the Condominium Instruments or by the Condominium Act, this Declaration may be modified or amended either:

(1) pursuant to a written instrument duly executed by the owners of at least sixty-seven per cent (67%) of the Undivided Interests in the Common Elements, or

(2) by such other means as may be provided for in the Condominium Act so long as the owners of no less than sixty-seven per cent (67%) of the Undivided Interests in the Common Elements assent thereto.

SECTION 6.2. LIMITATIONS. No amendment may be made to any Condominium Instrument during the period of Declarant control without the written consent of the Declarant. No amendment to the Condominium Instruments shall diminish or impair the rights of Mortgagees under the Condominium Instruments without the prior written consent of seventy-five percent (75%) of the Mortgagees, nor diminish or impair the rights of the Declarant under the Condominium Instruments without the prior written consent of the Declarant. Except as specifically provided in the Condominium Instruments, no provision of the Condominium Instruments shall be construed to grant to any Unit Owner, or any other person, any priority over any rights of Mortgagees. Amendments of a material nature shall require the consent of Mortgagees holding Notes secured by Condominium Units representing fifty-one percent (51%) of the Undivided Interests in the Common Elements. In the event any Mortgagee fails to submit a response to a written proposal to a non-material amendment within thirty (30) days, such action shall be deemed an implied approval.

The Declarant expressly reserves the right to terminate the Condominium or amend the Condominium Instruments provided in Section 55-79.71 of the Condominium Act.

ARTICLE VII. DECLARANT'S RESERVED POWERS

SECTION 7.1. RIGHT TO LEASE OR SELL UNITS. The Declarant shall own in fee simple each Unit not sold to a purchaser or otherwise transferred. The Declarant, its successors, and assigns, retains the right to enter into leases with any third parties for the occupancy of any of the Units owned by Declarant, its successors, or assigns.

SECTION 7.2. OPTION TO EXPAND THE CONDOMINIUM.

(a) **RESERVATION.** The Declarant hereby explicitly reserves an option until the seventh anniversary of the recordation of this Declaration to expand the Condominium from time to time in compliance with Sections 55-79.54(c) and 55-79.63 of the Condominium Act without the consent of any Unit Owner prior to such anniversary only upon the filing by Declarant of an amendment to this Declaration. 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 area described on Exhibit "A-1" hereto. There are no other limitations on the option to expand.

(b) ASSURANCES.

(i) Declarant makes no assurance as to location of improvements on the Additional Land.

(ii) At such time as the Condominium is expanded, the maximum number of Units on the Additional Land will not exceed ninety (90) Units.

(iii) The maximum percentage of the aggregate land and floor area of all Units may be created on the Additional Land that may be occupied by Units not restricted exclusively to residential use, if such Additional Land is added to the Condominium, is one hundred percent (100%).

(iv) Declarant makes no assurances as to what improvements may be constructed on the Additional Land or locations of the improvement but such improvements will be reasonably compatible in quality, materials and style with the improvement on the Land.

(v) The Units created within the Additional Land will be substantially similar to the Units on the Submitted Land, subject to the Declarant's reserved rights to alter floor plans and relocate Unit boundaries.

(vi) Declarant expressly reserves the right to designate Common Elements therein which may be subsequently assigned as Limited Common Elements.

(vii) Declarant makes no assurances as to type, size or maximum number of such Common Elements or Limited Common Elements.

(viii) The allocation of Percentage Interests in the Additional Land shall be computed as required by Section 55-79.56(b) of the Condominium Act and Section 2.4 herein on the basis of equality. If Declarant shall not add, or adds and then subsequently withdraws, any portion of the Additional Land, Declarant shall nevertheless have the right to construct all or any portion of any building on the Additional Land and operate the same without restriction.

SECTION 7.3. CONVERTIBLE LAND.

(a) **RESERVATION.** Declarant hereby explicitly reserves the right to designate as Convertible Land, as defined in Section 55-79.42(i) of the Condominium Act, any of the Additional Land which is not submitted as Units. Declarant hereby explicitly reserves an option to convert all or any portion of the Convertible Land from time to time in compliance with Section 55-79.61 of the Condominium Act without the consent of any Unit Owner or Mortgagee. Declarant expressly reserves the right to convert any or all portions of the Convertible Land at any time, at different times, in any order, without limitation; provided, however, that the Convertible Land shall not exceed the area described on Exhibit "A-1" hereto. There are no other limitations on the option to convert.

(b) ASSURANCES.

(i) If the Convertible Land is converted, the building on the Convertible Land will be located approximately as shown on the Plat attached as Exhibit "C" hereto.

(ii) At such time as the Convertible Land is completely converted, the maximum number of Units on the Convertible Land as an aggregate will be no more than one hundred seventeen (117) Units.

(iii) The maximum percentage of the aggregate land and floor area of all Units that may be created within the Convertible Land that may be occupied by Units not restricted exclusively to residential use, if such Convertible Land is converted, is one hundred percent (100%).

(iv) Any building to be constructed within the Convertible Land will be compatible in quality, materials and architectural style with the buildings on other portions of the Land or the Additional Land. The Units created within the Convertible Land will be substantially similar to the unit types in the Submitted Land, subject to the Declarant's reserved rights to alter floor plans and relocate Unit boundaries. Any buildings constructed on the Convertible Land will be substantially as shown on Exhibit "C" hereto.

(v) Declarant expressly reserves the right to create Convertible Space and Limited Common Elements therein which may be subsequently assigned as Limited Common Elements. The size and type of such elements shall be consistent with those on the Submitted Land.'

(vi) The allocation of Undivided Interests in the Convertible Land shall be computed as required by Section 55.79.56(b) of the Condominium Act and Section 2.4 on the basis of equality.

SECTION 7.4. DECLARANT'S RIGHT TO CONSTRUCT IMPROVEMENTS.

(a) The Declarant shall have the right to construct improvements on the Submitted Land and the Additional Land as it deems advisable in the course of development of the Condominium.

(b) Such right shall include, but shall not be limited to, the right to install and maintain such structures, displays, signs, billboards, flags, and sales offices as may be reasonably necessary for the conduct of its business of completing the work and disposing of the Condominium Units by sale, lease or otherwise. Each Unit Owner by accepting a deed to a Condominium Unit hereby acknowledges that the activities of the Declarant may temporarily or permanently constitute an inconvenience or nuisance to the Unit Owners, and each Unit Owner hereby consents to such inconvenience or nuisance.

(c) Such activities may also block the views from or of individual Condominium Units and each Unit Owner also so consents to such blocking of views.

ARTICLE VIII. GENERAL PROVISIONS

SECTION 8.1. SPECIAL DECLARANT RIGHTS. Special Declarant Rights as defined in Section 55-79.41(xi) of the Condominium Act may be transferred pursuant to Section 55-79.74:3 of the Condominium Act.

SECTION 8.2. NO OBLIGATIONS. Nothing contained in the Condominium Instruments shall be deemed to impose upon the Declarant or its successors or assigns any obligation of any nature to build, construct or provide any buildings except to the extent required by the Condominium Act.

SECTION 8.3. WAIVER. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

SECTION 8.4. COMPLIANCE WITH CONDOMINIUM ACT. Each Condominium Instrument and each amendment thereto is intended to comply with the Condominium Act as the said Act may be amended from time to time. Each Condominium Instrument and each amendment thereto shall be construed and interpreted in conformity with the intent expressed by the preceding sentence.

SECTION 8.5. CAPTIONS. The captions in the Condominium Instruments are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provisions thereof.

SECTION 8.6. GENDER. The use of the masculine gender in the Condominium Instruments shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

IN WITNESS WHEREOF COMPSON DEVELOPMENT LIMITED PARTNERSHIP, has caused this DECLARATION to be executed by its General Partners this 10th day of August, 1988.

ATTEST:
Donna B. Pickett
Donna B. Pickett
Donna B. Pickett
Donna B. Pickett

COMPSON DEVELOPMENT LIMITED PARTNERSHIP
A Virginia Partnership
James Comparato
Thomas Comparato
Robert Comparato
Roy E. Green

COMMONWEALTH OF VIRGINIA)
) to wit:
COUNTY OF FAIRFAX)

The foregoing Declaration was acknowledged before me
this 10th day of August, 1988, by JAMES COMPARATO,
General Partner of Compson Development Limited Partnership.

Norma Jean Caputo
Notary Public

My Commission Expires:
My Commission Expires January 10, 1989

COMMONWEALTH OF VIRGINIA)
) to wit:
COUNTY OF FAIRFAX)

The foregoing Declaration was acknowledged before me
this 10th day of August, 1988, by THOMAS COMPARATO,
General Partner of Compson Development Limited Partnership.

Norma Jean Caputo
Notary Public

My Commission Expires:
My Commission Expires January 10, 1989

COMMONWEALTH OF VIRGINIA)
) to wit:
COUNTY OF FAIRFAX)

The foregoing Declaration was acknowledged before me
this 10th day of August, 1988, by ROBERT COMPARATO,
General Partner of Compson Development Limited Partnership.

Norma Jean Caputo
Notary Public

My Commission Expires:
My Commission Expires January 10, 1989

COMMONWEALTH OF VIRGINIA)
) to wit:
COUNTY OF FAIRFAX)

The foregoing Declaration was acknowledged before me
this 10th day of August, 1988, by ROY E. GREEN,
General Partner of Compson Development Limited Partnership.

Norma Jean Caputo
Notary Public

My Commission Expires:
My Commission Expires January 10, 1989

BK7113 0346

EXHIBIT "A" TO THE DECLARATION
FAIRFAX COMMONS: A CONDOMINIUM
SUBMITTED LAND



BK7113 0347

Harris Rust & Associates, pc
1111 Ridge Drive
Box 901
Fairfax, Virginia 22030
3273-8700

April 13, 1988

Offices:
Fairfax, VA
Bridgewater, VA
Leesburg, VA
Rockville, MD
Virginia Beach, VA

DESCRIPTION OF
PHASE ONE
FAIRFAX COMMONS
A CONDOMINIUM
CITY OF FAIRFAX

Beginning at the northernmost corner of the tract herein described, said point being on the southerly variable width right-of-way line of Old Lee Highway, Route #237 and on the line of Worsham;

Thence departing said southerly variable width right-of-way line of Old Lee Highway, Route #237 and running with said Worsham S 40° 05' 33" E 121.03 feet to a point, said point being a corner to Phase Four, Fairfax Commons A Condominium;

Thence departing said Worsham and running with said Phase Four the following courses and distances:

- S 49° 54' 27" W 22.00 feet;
- S 47° 56' 44" W 32.52 feet;
- S 49° 54' 27" W 12.00 feet;
- S 21° 40' 12" E 5.41 feet;
- S 23° 55' 27" W 119.36 feet

to a point, said point being a corner to Phase Three;

Thence departing said Phase Four and running with said Phase Three and with the same line extended with Phase Two, S 59° 25' 54" W 225.03 feet to a point;

Thence continuing with said Phase Two N 58° 44' 49" W 63.53 feet to a point;

Thence continuing with said Phase Two and with the same line extended with Phase Seven, S 59° 25' 54" W 30.71 feet to a point, said point being a corner to Phase Nine;

engineers,
surveyors,
planners &
landscape
architects.

Thence departing said Phase Seven and running with said Phase Nine, N 30° 34' 06" W 155.28 feet to a point, said point being on the aforementioned southerly variable width right-of-way line of Old Lee Highway, Route #237;

Thence departing said Phase Nine and running with said southerly variable width right-of-way line of Old Lee Highway, Route #237 the following courses and distances:

N 58° 30' 46" E 35.30 feet;

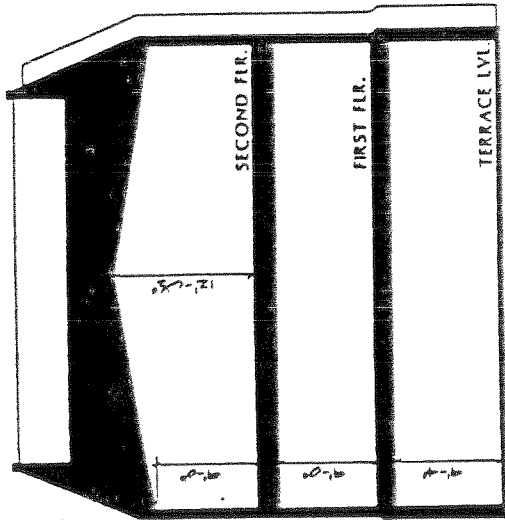
99.43 feet along the arc of a curve to the right, said curve having a radius of 2,845.00 feet, a central angle of 02° 00' 08" and a chord which bears N 59° 30' 50" E 99.42 feet;

N 60° 30' 53" E 294.46 feet

to the point of beginning and containing 1.87603 acres more or less.

Subject, however, to all easements, rights-of-way and restrictions of record.

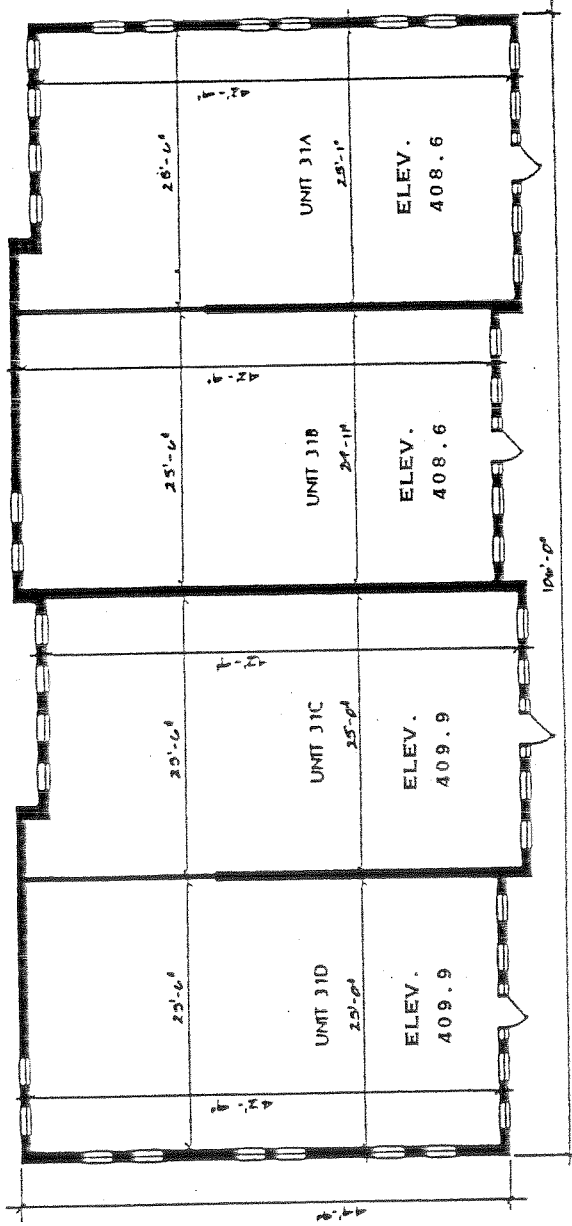
This description has been prepared without the benefit of a title report and does not, therefore, necessarily indicate all encumbrances on the property.



ARCHITECTURAL CERTIFICATION

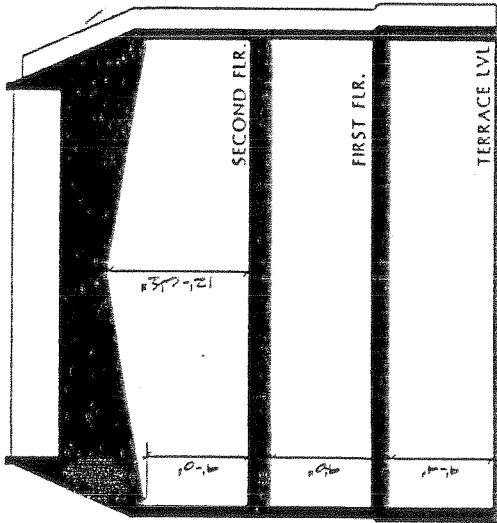
I, Shirley J. ..., A DULY REGISTERED ARCHITECT, DO HEREBY CERTIFY THAT THIS PLAN IS ACCURATE (WITHIN NORMAL TOLERANCES) AND, TO THE BEST OF MY KNOWLEDGE, COMPLIES WITH SECTION 55-79, 58(a) OF THE CODE OF VIRGINIA (1950), AS AMENDED, AND THAT THE DIMES SHOWN HEREON ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE HEREWITH.

DATE: 9/20/20 BY: G. ...



ASSOCIATED OFFICE INCORPORATED
FAIRFAX, VIRGINIA 22030

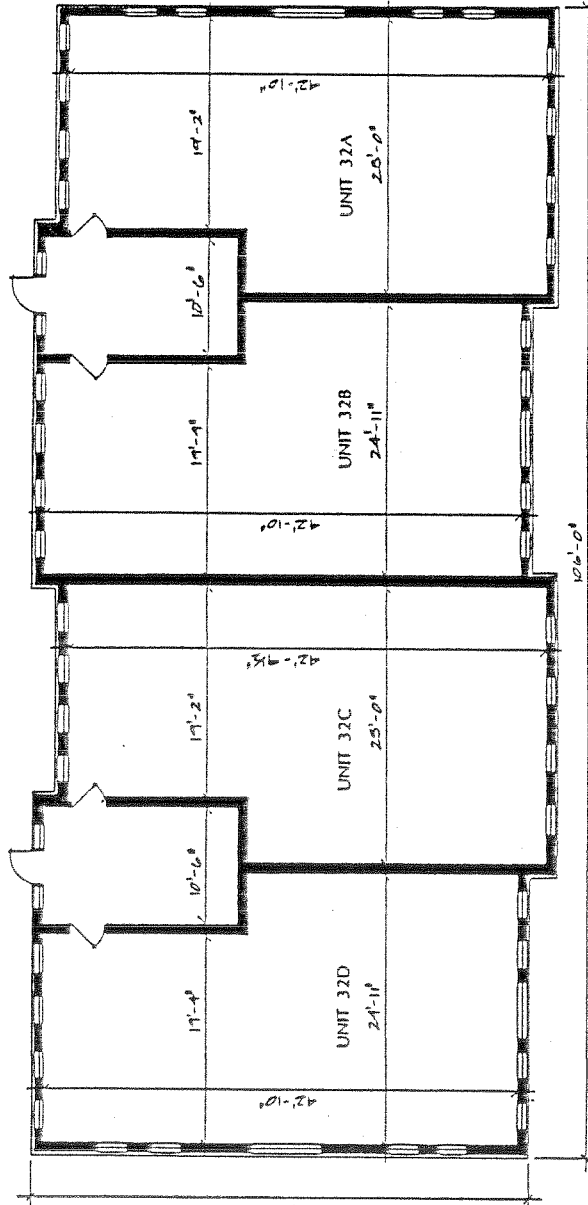
COMMON ELEMENT



ARCHITECT CERTIFICATION

I, William G. Beck, A DULY REGISTERED ARCHITECT, DO HEREBY CERTIFY THAT THIS PLAN IS ACCURATE (WITHIN NORMAL TOLERANCES) AND, TO THE BEST OF MY KNOWLEDGE, COMPLIES WITH SECTION 55-79, 58(a) OF THE CODE OF VIRGINIA (1950), AS AMENDED, AND THAT THE UNITS SHOWN HEREON ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE HEREWITH.

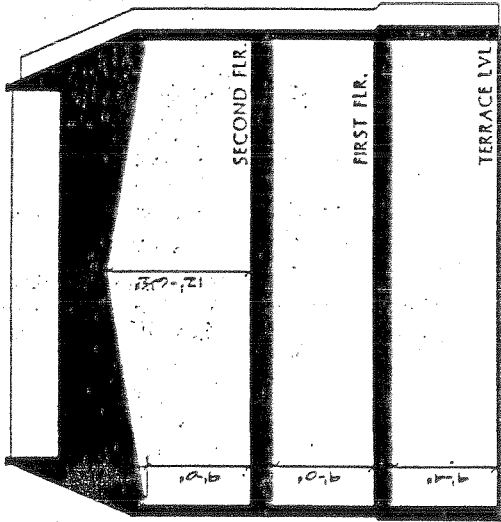
DATE: 5/22/08 BY: [Signature]



ADDRESS: LEE HIGHWAY 3015 A/D FAIRFAX, VIRGINIA 22030

COMMON ELEMENT

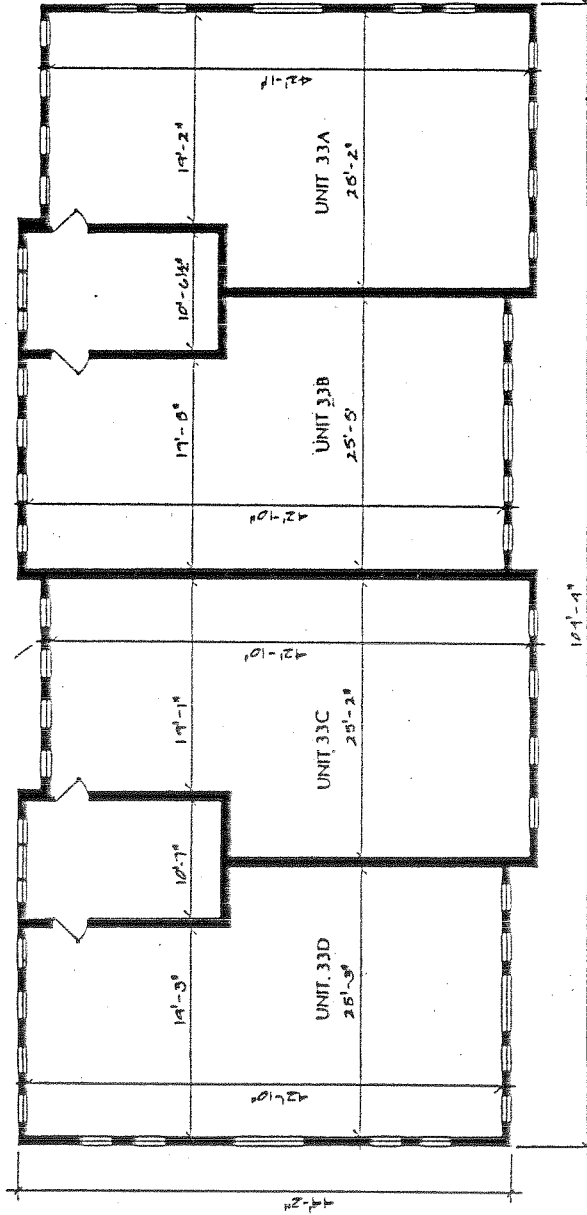
Beery, Rio & Associates ARCHITECTS - A.L.A. 4815 KENNEDY LANE, ANNAPOLIS, MD 21403 703-884-3700	SHEET TITLE: BUILDING #3 FIRST FLR. PLAN	DATE: <u>5/22/08</u> COMM. NO. 87031-E	NO. 2
	FAIRFAX COMMONS FAIRFAX CITY, VIRGINIA		



ARCHITECT CERTIFICATION

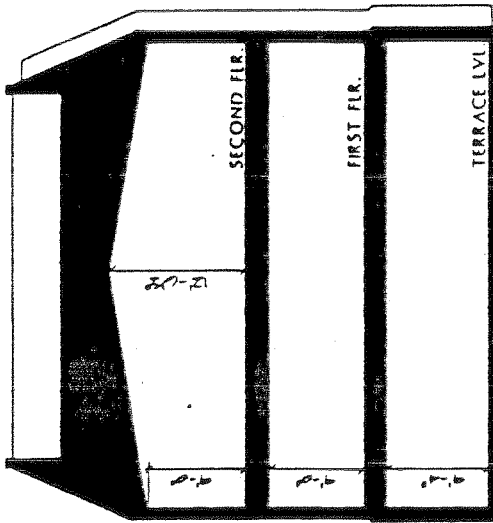
I, Stevens H. Rice, A DULY REGISTERED ARCHITECT, HEREBY CERTIFY THAT THIS PLAN IS ACCORDANCE WITH THE BUILDING CODES AND TO THE BEST OF MY KNOWLEDGE CONFORMS WITH SECTION 55-78.58(1) OF THE CODE OF VIRGINIA (1950) AS AMENDED, AND THAT THE UNITS SHOWN HEREON ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE HEREWITH.

DATE: 5/29/68 BY: Stevens H. Rice



ADDRESS
5415 OLD LEE HIGHWAY
FAIRFAX, VIRGINIA 22030

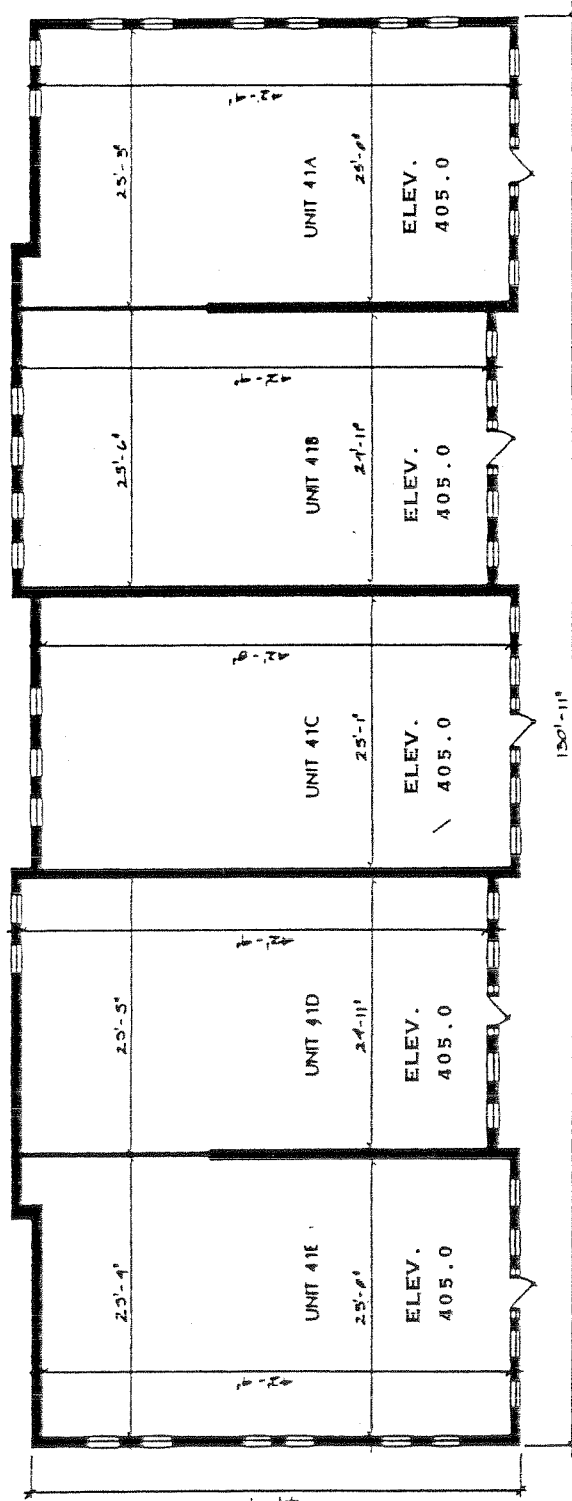
COMMON ELEMENT



ARCHITECT CERTIFICATION

I, William H. P. [Signature], A DULY REGISTERED ARCHITECT, DO HEREBY CERTIFY THAT THIS PLAN IS ACCURATE (WITHIN NORMAL TOLERANCES) AND, TO THE BEST OF MY KNOWLEDGE, COMPLIES WITH SECTION 53-79, 56(6) OF THE CODE OF VIRGINIA (1950), AS AMENDED, AND THAT THE UNITS SHOWN HEREON ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE HEREWITH.

DATE: 5/24/88 BY: [Signature]



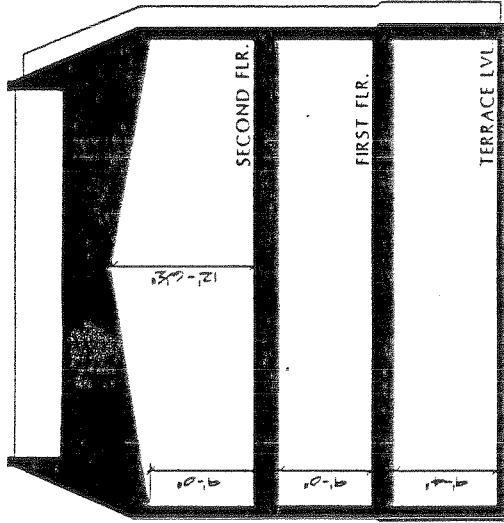
ADDRESS: 3411 E. HIGHWAY, FAIRFAX, VIRGINIA 22030

JOHN P. ELLIOTT

Beery, Rio & Associates
 ARCHITECTS - ALL 4910 BRANTLEY LANE, SUITE 200, FALLS CHURCH, VA 22041
 703/866-0789

FAIRFAX COMMONS
 BUILDING #4
 TERRACE LVL.
 FAIRFAX CITY, VIRGINIA

DATE: 5-24-88
 SHEET TITLE: BUILDING #4 TERRACE LVL.
 COMM. NO. 87031-E
 NO. 1

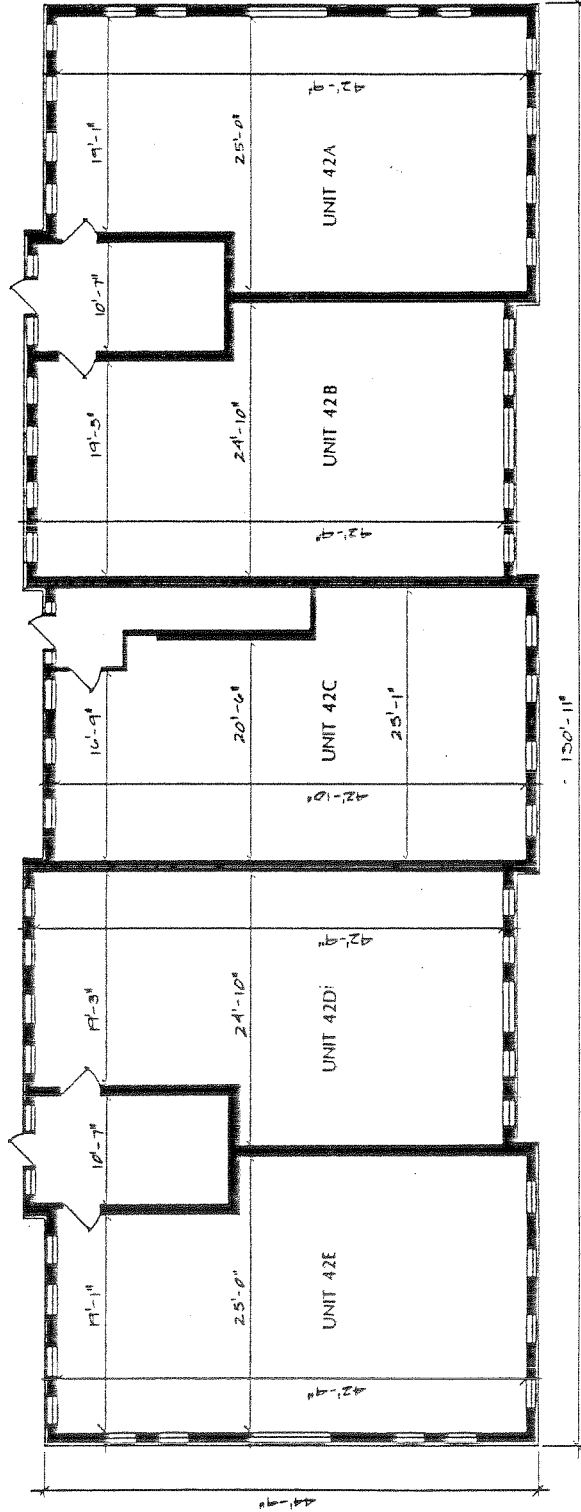


ARCHITECTURE CERTIFICATION

I, STEVEN G. RICE, A DULY REGISTERED ARCHITECT, DO HEREBY CERTIFY THAT THIS PLAN ACCURATELY REPRESENTS THE ACCORDANCE WITHIN NORMAL TOLERANCES) AND, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE SAME COMPLY WITH SECTION 55-79, 58(a) OF THE CODE OF VIRGINIA (1950) AS AMENDED, AND THAT THE UNITS SHOWN HEREON ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE HEREWITH.

DATE: 5/26/88

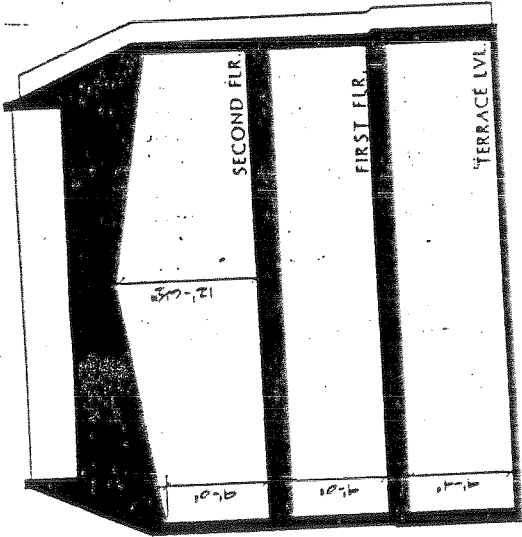
BY: [Signature]



ADDRESS
SANTO LEE HIGHWAY
FAIRFAX, VIRGINIA 22030

DATE: 5/26/88

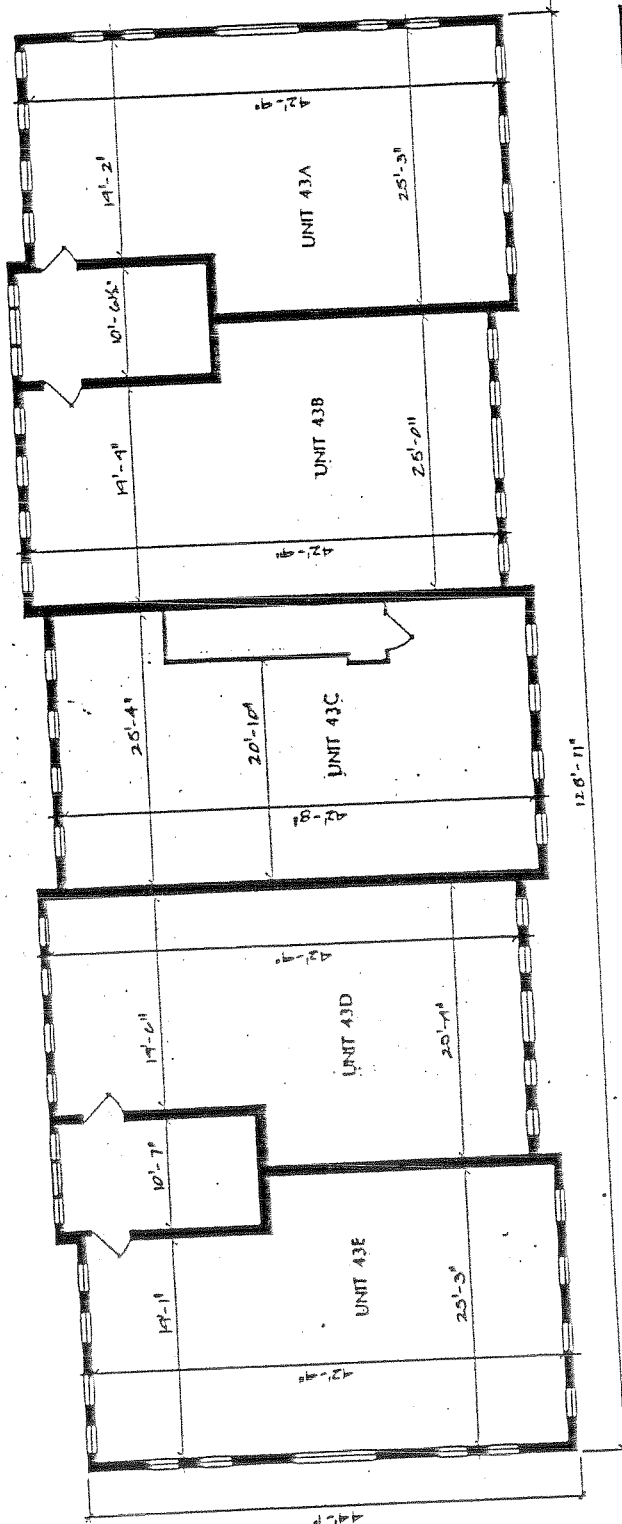
Beery, Rio & Associates ARCHITECTS, A "VIR VIRGINIA LEASE ASSOCIATE, VA 22003" 703-885-9700	FAIRFAX COMMONS FAIRFAX CI VIRGINIA		SHEET TITLE: BUILDING #4 FIRST FLR. PLAN	DATE: 5/26/88 COMM. NO. 8703	NO. 2
	ADDRESS: SANTO LEE HIGHWAY, FAIRFAX, VIRGINIA 22030				



ARCHITECT CERTIFICATION

I, Stelmas H. P. 2012, A DULY REGISTERED ARCHITECT, DO HEREBY CERTIFY THAT THIS PLAN IS ACCURATE (WITHIN NORMAL TOLERANCES) AND, TO THE BEST OF MY KNOWLEDGE, COMPLIES WITH SECTION 55-7-1, 55-7-1(A) OF THE CODE OF VIRGINIA (1950), AS AMENDED, AND THAT THE UNITS SHOWN HEREON ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE HEREWITH.

DATE: 8/26/88 BY: Stelmas H.P.



COMMON ELEMENT

ADDRESS
SALT POND LEE HIGHWAY
FAIRFAX, VIRGINIA 22030

DATE: 8-26-88	NO. 3
COMM. NO. 87031-E	
SHEET TITLE: BUILDING #4 SECOND FLR. PLAN	
FAIRFAX COMMONS FAIRFAX CITY, VIRGINIA	

Beery, Rio & Associates
ARCHITECTS - AIA, 4515 FERRISS LANE, ARLINGTON, VA, 22204
703-268-9700



BK7113 0349

EXHIBIT "A-1" TO THE DECLARATION
FAIRFAX COMMONS: A CONDOMINIUM
ADDITIONAL LAND



BK 7113 0350

Harris Rust & Associates, pc
Fair Ridge Drive
Box 901
Fairfax, Virginia 22030
1 273-8700

April 13, 1988

Offices:
Fairfax, VA
Bridgewater, VA
Leesburg, VA
Rockville, MD
Virginia Beach, VA

DESCRIPTION OF
PHASE TWO
FAIRFAX COMMONS
A CONDOMINIUM
CITY OF FAIRFAX

Beginning at the northernmost corner of the tract herein described, said point being a corner to Phase Three, Fairfax Commons A Condominium and lying on the line of Phase One, Fairfax Commons A Condominium;

Thence departing said Phase One and running with said Phase Three the following courses and distances:

- S 30° 34' 06" E 67.00 feet;
- S 59° 25' 54" W 7.50 feet;
- S 30° 34' 06" E 12.00 feet;
- 9.07 feet along the arc of a curve to the right, said curve having a radius of 4.50 feet, a central angle of 115° 27' 12" and a chord which bears S 27° 09' 30" W 7.61 feet;
- S 30° 34' 06" E 39.94 feet

to a point, said point being on the line of Phase Five;

Thence departing said Phase Three and running with said Phase Five and with the same line extended with Phase Six S 59° 25' 54" W 172.56 feet to a point;

Thence continuing with said Phase Six and with the same line extended with Phase Seven N 30° 34' 06" W 179.00 feet to a point, said point being on the line of the aforementioned Phase One;

Thence departing said Phase Seven and running with said Phase One the following courses and distances:

engineers,
surveyors,
interior &
landscape
architects

Fairfax Commons, Phase Two
April 13, 1988
Page 2

BK 7113 0351

Patton Harris Rust & Associates, pc

N 59° 25' 54" E 27.00 feet;

S 58° 44' 49" E 63.53 feet;

N 59° 25' 54" E 129.50 feet

to the point of beginning and containing 0.56503 acres
more or less.

Subject, however, to all easements, rights-of-way and
restrictions of record.

This description has been prepared without the benefit
of a title report and does not, therefore, necessarily
indicate all encumbrances on the property.

407350.des3



BK7113 0352

Larris Rust & Associates, Inc.
Fair Ridge Drive
Box 901
Fairfax, Virginia 22030
(703) 273-8700

April 13, 1988

Offices:
Fairfax, VA
Bridgewater, VA
Leesburg, VA
Rockville, MD
Virginia Beach, VA

DESCRIPTION OF
PHASE THREE
FAIRFAX COMMONS
A CONDOMINIUM
CITY OF FAIRFAX

Beginning at the northernmost corner of the tract herein described, said point being a common corner to Phase One and Phase Four, Fairfax Commons A Condominium;

Thence departing said Phase One and running with said Phase Four S 36° 19' 33" E 79.40 feet and S 66° 29' 21" E 75.57 feet to a point, said point being on the line of A. F. Lewis;

Thence departing said Phase Four and running with said A. F. Lewis S 23° 55' 27" W 65.66 feet to a point, said point being a corner to Phase Five;

Thence departing said A. F. Lewis and running with said Phase Five N 66° 38' 48" W 68.46 feet and S 59° 25' 54" W 68.00 feet to a point, said point being a corner to Phase Two;

Thence departing said Phase Five and running with said Phase Two the following courses:

N 30° 34' 06" W 39.94 feet;

9.07 feet along the arc of a curve to the left, said curve having a radius of 4.50 feet, a central angle of 115° 27' 12" and a chord which bears N 27° 09' 30" E 7.61 feet;

N 30° 34' 06" W 12.00 feet;

N 59° 25' 54" E 7.50 feet;

N 30° 34' 06" W 67.00 feet

engineers,
surveyors,
planners &
landscape
architects

Fairfax Commons, Phase Three
April 13, 1988
Page 2

BK7113 0353

Patton Harris Rust & Associates, pc

to a point, said point being on the line of the
aforementioned Phase One;

Thence departing said Phase Two and running with said
Phase One N 59° 25' 54" E 95.53 feet to the point of
beginning and containing 0.38435 acres more or less.

Subject, however, to all easements, rights-of-way and
restrictions of record.

This description has been prepared without the benefit
of a title report and does not, therefore, necessarily
indicate all encumbrances on the property.

Harris Rust & Associates, pc
Fair Ridge Drive
PO Box 900
Fairfax, Virginia 22030
33 273-8700

April 13, 1988

Offices:
Fairfax, VA
Bridgewater, VA
Leesburg, VA
Rockville, MD
Virginia Beach, VA

DESCRIPTION OF
PHASE FOUR
FAIRFAX COMMONS
A CONDOMINIUM
CITY OF FAIRFAX

Beginning at a northeasterly corner of the tract herein described, said point being a corner to Worsham and on the line of E. M. F. Elliott & A. F. Lewis;

Thence departing said Worsham and running with said E. M. F. Elliott & A. F. Lewis S 09° 50' 34" E 19.27 feet to a point, said point being a corner to A. F. Lewis;

Thence departing said E. M. F. Elliott & A. F. Lewis and running with said A. F. Lewis S 23° 55' 27" W 152.87 feet to a point, said point being a corner to Phase Three, Fairfax Commons A Condominium;

Thence departing said A. F. Lewis and running with said Phase Three N 66° 29' 21" W 75.57 feet and N 36° 19' 33" W 79.40 feet to a point, said point being a corner to Phase One;

Thence departing said Phase Three and running with said Phase One the following courses and distances:

N 23° 55' 27" E 119.36 feet;

N 21° 40' 12" W 5.41 feet;

N 49° 54' 27" E 12.00 feet;

N 47° 56' 44" E 32.52 feet;

N 49° 54' 27" E 22.00 feet

to a point, said point being on the line of the aforementioned Worsham;

Thence departing said Phase One and running with said Worsham S 40° 05' 33" E 121.84 feet to the point of beginning and containing 0.61147 acres more or less.

engineers,
surveyors,
planners &
landscape
architects

Fairfax Commons, Phase Four
April 13, 1988
Page 2

BK7113 0355

Patton Harris Rust & Associates, pc

Subject, however, to all easements, rights-of-way and restrictions of record.

This description has been prepared without the benefit of a title report and does not, therefore, necessarily indicate all encumbrances on the property.

Larris Rust & Associates, pc
1000 Rudge Drive
Box 901
Fairfax, Virginia 22030
1273-8700

April 13, 1988

DESCRIPTION OF
PHASE FIVE
FAIRFAX COMMONS
A CONDOMINIUM
CITY OF FAIRFAX

Offices:
Fairfax, VA
Bridgewater, VA
Leesburg, VA
Rockville, MD
Virginia Beach, VA

Beginning at the southernmost corner of the tract herein described, said point being a common corner to A. F. Lewis, and E. M. F. Elliott & A. F. Lewis;

Thence departing said A. F. Lewis and running with said E. M. F. Elliott & A. F. Lewis N 74° 50' 34" W 157.74 feet to a point, said point being on the line of Phase Six, Fairfax Commons A Condominium;

Thence departing said E. M. F. Elliott & A. F. Lewis and running with said Phase Six the following courses and distances:

N 15° 09' 26" E 28.00 feet;

N 59° 25' 54" E 39.69 feet;

N 30° 34' 06" W 70.01 feet

to a point, said point being on the line of Phase Two;

Thence departing said Phase Six and running with said Phase Two and with the same line extended with Phase Three N 59° 25' 54" E 216.32 feet to a point;

Thence continuing with said Phase Three S 66° 38' 48" E 68.46 feet to a point, said point being on the line of the aforementioned A. F. Lewis;

Thence departing said Phase Three and running with said A. F. Lewis S 23° 55' 27" W 253.39 feet to the point of beginning and containing 0.85349 acres more or less.

Subject, however, to all easements, rights-of-way and restrictions of record.

This description has been prepared without the benefit of a title report and does not, therefore, necessarily indicate all encumbrances on the property.

407350.des6



BK 7113 0357

Larris Rust & Associates, pc
1400 Ridge Drive
Box 900
Fairfax, Virginia 22030
3273-0700

April 13, 1988

Offices:
Fairfax, VA
Bridgewater, VA
Leesburg, VA
Rockville, MD
Virginia Beach, VA

DESCRIPTION OF
PHASE SIX
FAIRFAX COMMONS
A CONDOMINIUM
CITY OF FAIRFAX

Beginning at the northwesterly corner of the tract herein described, said point being a corner to Phase Seven, Fairfax Commons A Condominium and on the line E. M. F. Elliott & A. F. Lewis;

Thence departing said E. M. F. Elliott & A. F. Lewis and running with said Phase Seven the following courses and distances:

N 58° 00' 55" E 20.69 feet;

N 55° 58' 52" E 52.21 feet;

N 59° 25' 54" E 129.00 feet

to a point, said point being on the line of Phase Two;

Thence departing said Phase Seven and running with said Phase Two S 30° 34' 06" E 56.00 feet and N 59° 25' 54" E 24.24 feet to a point, said point being a corner to Phase Five;

Thence departing said Phase Two and running with said Phase Five S 30° 34' 06" E 70.01 feet and S 59° 25' 54" W 39.69 feet to a point;

Thence continuing with said Phase Five and with the same line extended with the aforementioned E. M. F. Elliott & A. F. Lewis S 15° 09' 26" W 48.00 feet to a point;

Thence continuing with said E. M. F. Elliott & A. F. Lewis N 74° 50' 33" W 217.69 feet to the point of beginning and containing 0.47746 acres more or less.

Subject, however, to all easements, rights-of-way and restrictions of record.

engineers,
surveyors,
planners &
landscape
architects

Fairfax Commons, Phase Six
April 13, 1988
Page 2

BK7113 0358

Patton Harris Rust & Associates, pc

This description has been prepared without the benefit of a title report and does not, therefore, necessarily indicate all encumbrances on the property.

Harris-Rust & Associates, pc
War Ridge Drive
Box 901
Fairfax, Virginia 22030
1273-3700

April 13, 1988

Offices:
Fairfax, VA
Bridgewater, VA
Leesburg, VA
Rockville, MD
Virginia Beach, VA

DESCRIPTION OF
PHASE SEVEN
FAIRFAX COMMONS
A CONDOMINIUM
CITY OF FAIRFAX

Beginning at the southwesterly corner of the tract herein described, said point being a corner to Phase Eight, Fairfax Commons A Condominium and on the line E. M. F. Elliott & A. F. Lewis;

Thence departing said E. M. F. Elliott & A. F. Lewis and running with said Phase Eight N 15° 09' 27" E 108.67 feet and N 58° 15' 02" E 51.28 feet to a point, said point being on the line of Phase Nine;

Thence departing said Phase Eight and running with said Phase Nine S 31° 44' 58" E 20.72 feet to a point;

Thence continuing with said Phase Nine and with the same line extended with Phase One N 59° 25' 54" E 140.98 feet to a point, said point being a corner to Phase Two;

Thence departing said Phase One and running with said Phase Two S 30° 34' 06" E 123.00 feet to a point, said point being a corner to Phase Six;

Thence departing said Phase Two and running with said Phase Six the following courses and distances:

S 59° 25' 54" W 129.00 feet;

S 55° 58' 52" W 52.21 feet;

S 58° 00' 55" W 20.69 feet

to a point, said point being on the line of the aforementioned E. M. F. Elliott & A. F. Lewis;

Thence departing said Phase Six and running with said E. M. F. Elliott & A. F. Lewis N 74° 50' 33" W 98.40 feet to the point of beginning and containing 0.70869 acres more or less.

engineers,
surveyors,
interiors &
landscape
architects

Fairfax Commons, Phase Seven
April 13, 1988
Page 2

BK7113 0360

Patton Harris Rust & Associates, pc

Subject, however, to all easements, rights-of-way and restrictions of record.

This description has been prepared without the benefit of a title report and does not, therefore, necessarily indicate all encumbrances of the property.

Larris-Rust & Associates, pc
1111 Ridge Drive
Box 901
Fairfax, Virginia 22030
(703) 8700

April 13, 1988

Offices:
Fairfax, VA
Bridgewater, VA
Leeburg, VA
Rockville, MD
Virginia Beach, VA

DESCRIPTION OF
PHASE EIGHT
FAIRFAX COMMONS
A CONDOMINIUM
CITY OF FAIRFAX

Beginning at the northeasterly corner of the tract herein described, said point being on the southerly variable width right-of-way line of Old Lee Highway, Route #237 and a corner to Phase Nine, Fairfax Commons A Condominium;

Thence departing said southerly variable width right-of-way line of Old Lee Highway, Route #237 and running with said Phase Nine the following courses and distances:

S 31° 11' 24" E 36.96 feet;
S 28° 23' 33" E 33.23 feet;
S 30° 34' 06" E 10.84 feet;
S 64° 51' 43" E 8.77 feet;
S 31° 44' 58" E 44.04 feet

to a point, said point being a corner to Phase Seven;

Thence departing said Phase Nine and running with said Phase Seven S 58° 15' 02" W 51.28 feet and S 15° 09' 27" W 108.67 feet to a point, said point being on the line of E. M. F. Elliott & A. F. Lewis;

Thence departing said Phase Seven and running with said E. M. F. Elliott & A. F. Lewis N 74° 50' 33" W 241.77 feet to a point, said point being on the aforementioned southerly variable width right-of-way line of Old Lee Highway, Route #237;

Thence departing said E. M. F. Elliott & A. F. Lewis and running with said southerly variable width right-of-way line of Old Lee Highway, Route #237 the following courses and distances:

126.68 feet along the arc of a curve to the right, said curve having a radius of 403.37 feet, a central angle of $17^{\circ} 59' 38''$ and a chord which bears $N 45^{\circ} 54' 32'' E$ 126.16 feet;

122.44 feet along the arc of a curve to the right, said curve having a radius of 1945.00 feet, a central angle of $03^{\circ} 36' 25''$ and a chord which bears $N 56^{\circ} 42' 32'' E$ 122.42 feet;

$N 58^{\circ} 30' 46'' E$ 47.92 feet

to the point of beginning and containing 0.86747 acres more or less.

Subject, however, to all easements, rights-of-way and restrictions of record.

This description has been prepared without the benefit of a title report and does not, therefore, necessarily indicate all encumbrances on the property.

Harris Rust & Associates, pc
 Fair Ridge Drive
 Box 901
 Fairfax, Virginia 22030
 703-273-8700

April 13, 1988

Offices:
 Fairfax, VA
 Bridgewater, VA
 Leesburg, VA
 Rockville, MD
 Virginia Beach, VA

DESCRIPTION OF
 PHASE NINE
 FAIRFAX COMMONS
 A CONDOMINIUM
 CITY OF FAIRFAX

Beginning at the northernmost corner of the tract herein described, said point being a corner to Phase One, Fairfax Commons A Condominium and on the southerly variable width right-of-way line of Old Lee Highway, Route #237;

Thence departing said southerly variable width right-of-way line of Old Lee Highway, Route #237 and running with said Phase One S 30° 34' 06" E 155.28 feet to a point, said point being on the line of Phase Seven;

Thence departing said Phase One and running with said Phase Seven S 59° 25' 54" W 137.27 feet to a point;

Thence continuing with said Phase Seven and with the same line extended with Phase Eight N 31° 44' 58" W 64.76 feet;

Thence continuing with said Phase Eight the following courses and distances:

N 64° 51' 43" W 8.77 feet;

N 30° 34' 06" W 10.84 feet;

N 28° 23' 33" W 33.23 feet;

N 31° 11' 24" W 36.96 feet

to a point, said point being on the aforementioned southerly variable width right-of-way line of Old Lee Highway, Route #237;

Patton Harris Rust & Associates, pc

Thence departing said Phase Eight and running with said southerly variable width right-of-way line of Old Lee Highway, Route #237 N 58° 30' 46" E 142.71 feet to the point of beginning and containing 0.49781 acres more or less.

Subject, however, to all easements, rights-of-way and restrictions of record.

This description has been prepared without the benefit of a title report and does not, therefore, necessarily indicate all encumbrances on the property.

