Build America Eight Unit Owners Association

Resolution No. _____

Use of Electronic Means for Meeting and Voting

WHEREAS, the Declaration of Build America Eight Unit Owners Association ("Declaration"), as amended, and the By-Laws of Build America Eight Unit Owners Association ("By-Laws"), as amended, together known as the Condominium Instruments, provide that the Units are subject to the Condominium Instruments, and the Rules and Regulations of Build America Eight Unit Owners Association ("Association"); and

WHEREAS, there were amendments to §§ 55.1-1900, 55.1-1935, 55.1-1949, 55.1-1952, and 55.1-1953 of the Code of Virginia (1950), as amended, (the "Condominium Act"), relating to the use of electronic means for meetings and voting, that became effective July 1, 2021; and

WHEREAS, § 55.1-1900 of the Condominium Act ("Electronic Means") provides that a meeting conducted by electronic means includes a meeting conducted via teleconference, videoconference, Internet exchange, or other electronic methods; and

WHEREAS, any term that is defined in § 59.1-480 of the Uniform Transactions Act (Va. Code Ann. §§ 59.1-479 et seq.) has the meaning set forth in that section; and

WHEREAS, pursuant to §§ 55.1-1935.A and 55.1-1935.H of the Condominium Act, any notice to be sent or received by the Condominium Instruments or the Condominium Act may be accomplished by electronic means, with the exception of any notice related to an enforcement action by the Association, an assessment lien, or foreclosure proceeding in enforcement of an assessment lien; and

WHEREAS, §§ 55.1-1935.A and 55.1-1953.E of the Condominium Act provide that, unless expressly prohibited by the Condominium Instruments, a unit owner may vote at a meeting of the association in person, by proxy, or by absentee ballot; that such voting may take place by electronic means, provided that the Board of Directors ("Board") has adopted guidelines for such voting by electronic means; and further, that a unit owner voting by absentee ballot or proxy shall be deemed to be present at the meeting for all purposes; and

WHEREAS, § 55.1-1935.F of the Condominium Act provides any meeting of the association or Board or any committee, may be held entirely, or partially, by electronic means provided that the Board had adopted guidelines for the use of electronic means for such meetings; and

WHEREAS, the statutory provisions cited above relating the use of electronic means for meetings and voting are not prohibited by the Condominium Instruments of the Association, and therefore, apply to the Association pursuant to §§ 55.1-1935.A and 55.1-1953.E of the Condominium Act; and

WHEREAS, a "Meeting" shall include (a) regular meetings, special meetings and work sessions, certified meetings, covenant violation or due process hearings pursuant to § 55.1-1959 of the Condominium Act, and/or Association Complaint hearings under § 54.1-2354.4 of the Code of Virginia of the Board ("Board Meeting") and committees of the Board ("Committee Meetings"), and (b) meetings of the Association or Unit Owners including annual meetings of the association and special meetings of the association ("Association Meeting"); and

WHEREAS, pursuant to Article II, Section 11 and Article III, Section 13 of the By-Laws, the then current edition of Robert's Rules of Order shall govern the conduct of Meetings when not in conflict with the Condominium Instruments or the Condominium Act.

NOW, THEREFORE, BE IT RESOLVED**,** that the Board adopts this resolution and guidelines for the use of electronic means for meeting and voting.

A. Use of Electronic Means for Board Meetings.

1. Any Board Meeting or Committee Meeting may be held entirely or partially by electronic means provided the Board has adopted guidelines for the use of electronic means for such meetings. Such guidelines shall ensure that persons accessing such meetings have an opportunity to do so.

2. The Board shall determine whether any Board Meeting or Committee Meeting may be held entirely or partially by electronic means.

3. In compliance with the Condominium Instruments and the Condominium Act, notice of the time, date, and place of each Board Meeting or any Committee Meeting shall be published where it is reasonably calculated to be available to a majority of the unit owners.

4. The Board will select a conference application, or contractor, type of equipment, computer, and/or telephone which will facilitate a Board Meeting or Committee Meeting conducted by electronic means, including the owner comment period of a Board Meeting, permitting unit owners to comment on matters relating to the Association, or in the case of a special meeting, comment on matters listed on the meeting agenda. The Board shall ensure that persons accessing such meetings are authorized to do so.

5. Except for those portions of a Board meeting conducted in executive session pursuant to the Condominium Act, meetings conducted by electronic means shall be open for unit owners to monitor or participate when authorized.

6. In compliance with the Condominium Act, the Board may adopt procedures regarding the length of the owner comment period, establishing a time limit for each owner and the times during the meeting when an owner may be able to comment. An owner must be recognized by the presiding officer at the Board meeting before being provided an opportunity to comment. Once the unit owner comment period has concluded, unit owners shall no longer interrupt the Board meeting unless they are recognized by the presiding officer, which the officer may decline to do in his/her discretion.

7. In compliance with the Condominium Act, the Board shall adopt procedures for making the board packet for the open portion of the Board meeting available for examination by the Unit Owners on any of the venues normally used to announce Board meetings, such as the community web site, bulletin board, regular mail, newsletter or by regular mail or e-mail.

8. In compliance with the Condominium Act, any owner may record any portion of a meeting required to be open that is conducted electronic means; however, the presiding officer may request that any unit owner doing so provide notice that the meeting is being recorded.

B. Use of Electronic Means for Meetings of the Association

1. Any Association Meeting may be held entirely or partially by electronic means, including the annual meetings of the association and special meetings of the association.

2. Notice of Association Meeting shall be sent by United States mail, postage prepaid, to all unit owners, in compliance with the Condominium Instruments and the Condominium Act. Notice may be sent by electronic means if consented to by the unit owner, provided that the officer or agent sending notice certifies in writing that notice was sent, and, if such electronic mail was returned as undeliverable, notice was subsequently sent by United States mail.

3. The Board shall determine whether any Association Meeting may be held entirely or partially by electronic means.

4. The Board will select a conference application, or contractor, type of equipment, computer, and/or telephone which will facilitate an Association Meeting conducted by electronic means, including the owner comment period of a Board Meeting, permitting unit owners to comment on matters relating to the Association, or in the case of a special meeting, comment on matters listed on the meeting agenda. The conference application, or contractor, type of equipment, computer, and/or telephone shall ensure that persons accessing such meetings are authorized to do so.

5. Pursuant to § 55.1-1935.F of the Condominium Act and Robert's Rules of Order, the Board shall adopt further procedures to ensure that persons are entitled to participate in such meeting and have an opportunity to do so, including but not limited to: (a) methods of determining the presence of quorum, (b) the conditions under which a owner may raise a point of order, (c) methods for seeking recognition by the presiding officer and obtaining the floor, (d) means by which motions can be submitted in writing during a meeting, (e) methods for taking and verifying the votes, including a vote to adjourn the meeting to a later time and date and (f) methods of participating in discussions on old business, new business, and any open forum.

6. Pursuant to Article II, Section 7 of the By-Laws, the order of business at all Association Meetings shall continue to be followed.

7. The Board may adopt procedures for making any written materials available at Association Meetings, such as the budget, agenda, or minutes of the prior Meeting, on any of the venues normally used to announce Board and/or Association Meetings, such as the community web site, bulletin board, newsletter or by regular mail or e-mail.

C. Use of Electronic Means for Voting at Association Meetings.

1. A unit owner may vote at any meeting of the Association in person, by proxy or by absentee ballot.

2. Unit owners voting by absentee ballot or proxy shall be deemed to be present at the meeting for all purposes.

3. Voting on, consent to, and/or approval of any matter under the Condominium Instruments or the Condominium Act may be accomplished by electronic means, provided that a record is created as evidence of such vote, consent, or approval and maintained for as long as such record would be required to be maintained in nonelectronic form.

4. The Board may establish a method for owners to provide a statement and/or materials related to their candidacy for election to the Board prior or during an Association Meeting, such as the community web site, bulletin board, newsletter or by regular mail or e-mail.

5. Although the Condominium Instruments do not require a vote, consent, or approval to be obtained by secret ballot, the Board may act to protect the identity of the unit owner voting by electronic means.

D. **Use of Technology.**

1. If any unit owner does not have the capability or desire to conduct business at a meeting using electronic means, the Association shall make available a reasonable alternative, at its expense, for such unit owner to conduct business with the Association.

2. An electronic signature fulfilling the requirements of applicable law shall satisfy any requirement for a signature under the Condominium Instruments and the Condominium Act.

3. Pursuant to §§ 55.1-1935.A and 55.1-1935.H of the Condominium Act, any notice to be sent or received by Condominium Instruments or the Condominium Act may be accomplished by electronic means, with the exception of any notice related to an enforcement action by the Association, an assessment lien, or foreclosure proceeding in enforcement of an assessment lien.

4. The Board shall make available instructions to the unit owners on how to participate in any meeting conducted by electronic means. This information will be made available to the unit owners on any of the venues designated by the Board normally used to announce Board meetings, such as the community web site, bulletin board or newsletter.

5. The Secretary, or its designee, shall take the minutes of the Meeting, and the fact that the Meeting was held by electronic means, entirely or partially, and the type of electronic means by which the Meeting was held.

6. The Board shall ensure that persons accessing such Meetings are authorized to do so, especially during any portion of a Board Meeting held in executive session.

7. The Board shall develop additional procedures for contingencies in the event of technical difficulties or malfunctions.

8. The Board may develop additional procedures for recognizing other Board members and unit owners and their obtaining the floor and speaking or communicating without interruption during a Meeting.

This Resolution was adopted by the Board of Directors on September 20, 2022.

The effective date of this Resolution is September 20, 2022.

The Board directs that this Resolution regarding meeting and voting by electronic means shall be reasonably published or distributed to the unit owners.

Build America Eight Unit Owners Association

By: ______________________
Emilio Abulhasan, President

Attest: ______________________
Mike Colgan, Secretary

BUILD AMERICA 8
RULES AND REGULATIONS
Updated 9.26.22

1. Funeral Homes, Mortuaries, Morgues, Churches and Chapels are deemed incompatible with Build America 8 business use, and will not be allowed.
2. Owners who violate the Condominium Documents are subject to penalty maximum allowed by Virginia Condominium Act with continuance of penalty to the maximum number of days allowed by Virginia Condominium Act.

CCMC

March 1, 2021

Build America 8
Lute, Nathan, Gabe, New Market, Center Entrance Ct.,
Manassas VA 20109

RE: **Future Use not approved/ Build America 8**

Dear Owners:

We are writing this letter on behalf of the Board of Directors of Build America 8. The Board of Directors of Build America 8 is very concerned with the parking situation at this location.

As you may have observed, parking issues have increasingly evolved at the property, greatly attributed to large group gatherings that are directly related to congregational services. These services occur during the week and on weekends. Given the distribution of parking spaces, and the number of businesses currently in operation at Build America 8, situations have occurred that have made it abundantly clear there is simply not enough parking available to accommodate the parking demand of larger group services, and those of smaller businesses and their clientele simultaneously. One owner had recently stopped by his business on a weekend, when congregational services were underway, and there was no place to park on Gabe Court. Parking of vehicles had spilled over to side streets and entrance way, making the impact of such an impedance a particular nuisance. Difficulties that arise in finding accessible parking when churches are holding services and events affect not only the business owner, but also the ease of transit for customers and vendors of neighboring businesses, and raise concerns for emergency access.

Therefore, due to overwhelming impact resulting from parking congestion and inadequate parking capacity, the Board Association has concluded to discontinue the approval of any future use of the property, in its entirety, for congregational activities and large group gatherings (gatherings of more than 10 people). Parking should be restricted to daily customer parking only. Special event, congregational, and auditorial parking will be severely limited, if not prohibited. This includes but is not limited to: parking for organizational and congregational gatherings (applicable to indoor facilities and outdoor activities), parking for concerts, parking for pre-scheduled events and venues, guest parking, and parking for outdoor restaurant or food service related activities. Parking cannot be reserved for the accommodation of large gatherings. Busses, commuter vans, and limousines cannot be parked in any area of the parking lot which is not designated or assigned for such vehicles, and should not be parked anywhere that would impede traffic.

Members have reached out to Prince William County, with the request that any <u>future</u> zoning and occupancy permits are expressly denied and no longer permitted, related to the above, as this property simply cannot accommodate the parking needs and transit of such large group activities. This has had, and continues to have, a negative and potentially detrimental effect, on the daily operations of surrounding businesses, while also taking into consideration the current ongoing pandemic.

<u>Please advise future buyers that any additional use for congregational purposes at Build America 8 is not approved at the property.</u>

Sincerely,
Commercial Condominium Management Company
Management Agent for Build America 8

Ashley Matthews
Assistant Property Manager

EXHIBIT D

BYLAWS OF

UNIT OWNERS ASSOCIATION OF BUILDAMERICA EIGHT

ARTICLE I

NAME AND LOCATION

Section 1. Name and Location. The name of this Association is the Unit Owners Association of BuildAmerica Eight, a Condominium (hereinafter referred to as the "Association"). Its principal office is located at 5501 Cherokee Avenue, Fairfax County, Virginia, or at such other site as may be designated by the Declarant or by the Board of Directors of the Association.

Section 2. These Bylaws are established pursuant to Title 55, Chapter 4.2, Code of Virginia [1950] (the "Condominium Act" or "Act") and for the administration of the Condominium, known as BuildAmerica Eight, a Condominium.

ARTICLE II

DEFINITIONS

Section 1. Declaration. "Declaration" as used herein means that certain Declaration made the 7th day of October, 1985, by Manassas/BuildAmerica Eight, Inc., a Virginia corporation, pursuant to the Condominium Act, which Declaration is recorded among the land records of the County of Prince William, Virginia, immediately prior hereto and to which these Bylaws are appended as Exhibit D.

Section 2. Other Definitions. Unless it is plainly evident from the context that a different meaning is intended, all terms used herein shall have the same meaning as they are defined to have in the Declaration or in the Condominium Act.

ARTICLE III

MEMBERSHIP

Section 1. Members. Every person, group of persons, corporation, trust or other legal entity, or any combination thereof, which owns a Unit within the Condominium shall be a member of the Association, provided, however, that any person, group of persons, corporation, trust or other legal entity, or any combination thereof, which holds such interest solely as security for the performance of an obligation shall not be a member. Any owner of a Unit may act through its duly authorized agent, and any number of such authorized agents may be elected or appointed to any office or position contemplated in these Bylaws.

Section 2. Membership Certificates. In the event the Board of Directors considers it necessary or appropriate to issue membership certificates or the like, then each such certificate shall state that the Association is organized under the laws of the Commonwealth of Virginia, the name of the registered holder or holders of the membership represented thereby, and shall be in such form as shall be approved by the Board of Directors. Membership certificates shall be consecutively numbered, bound in one or more books, and shall be issued therefrom upon certification as to the transfer of title to the Unit to which such membership is appurtenant. Membership is not otherwise transferable. Every membership certificate shall be signed by the President or a Vice President and the Secretary or an Assistant Secretary and shall be sealed.

Section 3. Lost Certificates. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates previously issued by the Association and alleged to have been destroyed or lost, upon the making of an affidavit of that fact by the person claiming the membership certificate to be lost or destroyed. When authorizing

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such issuance of a new certificate or certificates, the Board of Directors may in its discretion, and as a condition precedent to the issuance thereof, require the registered holder of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and to give the Association a bond in such sum as the Board of Directors may require as an indemnity against any claim that may be made against the Association.

Section 4. Liquidation Rights. In the event of any voluntary or involuntary dissolution of the Association, each member of the Association shall be entitled to receive out of the assets of the Association available for distribution to the members an equal amount of such assets.

ARTICLE IV

MEETING OF MEMBERS

Section 1. Place of Meetings. Meetings of the membership shall be held at the principal office or place of business of the Association, or at such other suitable place convenient to the membership as may be designated by the Board of Directors.

Section 2. Annual Meetings. The first annual meeting of the members of the Association shall be held within one year of the date of the recording of these Bylaws. Thereafter, annual meetings shall be held in accordance with the provisions of the Condominium Act during the month of February of each year, unless otherwise designated by the Board of Directors. At such meeting there shall be elected by ballot of the members a Board of Directors in accordance with the requirements of Section 5 of Article V of these Bylaws, provided, however, that so long as the period of Declarant control (as defined in Section 1 of Article V of these Bylaws) continues, said Directors may be appointed by the Declarant. The members may also transact such other business of the Association as may properly come before them.

Section 3. Special Meetings. The President may call a special meeting of the members when he deems one necessary. It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Directors or upon a petition signed by members representing at least twenty percent (20%) of the votes in the Condominium having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of members representing four-fifths (4/5) of the votes present, either in person or by proxy.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof, as well as the time and place where it is to be held, to the Management Agent as defined in Section 4, Article V hereafter, and to each member of record, in accordance with the procedures and provisions of the Act. Attendance by a member at any meeting of the members shall be a waiver of notice by him of the time, place and purpose thereof.

Section 5. Quorum. The presence, either in person or by proxy, of members representing at least one-third (1/3) of the total votes of the Condominium shall constitute a quorum at all meetings. The subsequent joinder of a Unit Owner in the action taken at a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

Section 6. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Voting. At every meeting of the members, each of the members shall have the right to cast his vote based upon his percentage of ownership in the

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Common Elements. A vote representing a majority of the total votes of the members present at such meeting, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the Act, or of the Declaration or of these Bylaws, a different vote is required, in which case such express provision shall govern and control. No member shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, who is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association.

Section 8. Proxies. A member may appoint any other member or the Declarant or Management Agent as his proxy. Any proxy must be in writing, shall be dated, shall have the signatures of those executing the proxy witnessed by a person who shall sign his full name and address, and must be filed with the Secretary in form approved by the Board of Directors before the appointed time of each meeting.

Section 9. Order of Business. The order of business at all regularly scheduled meetings of the members shall be as follows:

(a) Roll call and certification of proxies.
(b) Proof of notice of meeting or waiver of notice.
(c) Reading of minutes of preceding meeting.
(d) Reports of officers, if any.
(e) Reports of committees, if any.
(f) Election of directors.
(g) Unfinished business.
(h) New business.

In the case of special meetings, items (a) through (d) shall be applicable and thereafter, the agenda shall consist of the items specified in the notice of the meeting.

ARTICLE V

DIRECTORS

Section 1. Number and Qualification. The affairs of the Association shall be governed by an executive organ known as the Board of Directors (hereinafter sometimes referred to as "Board of Directors") composed of three (3) or five (5) natural persons who shall be Unit Owners or spouses of Unit Owners or, in the case of partnership Unit Owners, a member or employee of such partnership or, in the case of corporate Unit Owners, officers, stockholders, or employees of such corporation or, in the case of fiduciary Unit Owners, fiduciaries or officers or employees of such fiduciary. Any Director who ceases to be associated in one of the enumerated capacities with the Unit Owner shall be deemed to have resigned as of the date upon which such association terminates. Directors initially or subsequently nominated or appointed by or on behalf of the Declarant shall not be subject to the restrictions set forth above. The Declarant or its designee shall have the right to appoint and remove at any time all Directors until such time as Units to which three-fourths (3/4) of the undivided interest in the Common Elements appertain have been conveyed. In no event, however, will the Declarant be able to appoint directors beyond the permissible limits established in Section 55-79.74 of the Condominium Act.

Section 2. Initial Directors. The names of the Directors who shall act as the initial Directors from the date upon which the Declaration is recorded among the land records of the County of Prince William, Virginia, until removed by the Declarant, or until their resignation, or until such time as their successors are duly chosen and qualified, are as follows: John R. Pflug, Jr., Robert H. King and Douglas D. Etka.

Section 3. Powers and Duties. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Association and the Condominium and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done by the members. The powers and duties of the Board of Directors shall include, but not be limited to, the following:

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(a) Care and upkeep of the Condominium and its Common Elements in a manner consistent with law and the provisions of these Bylaws and the Declaration.

(b) Establishment and the collection of assessments and/or carrying charges from the members and for the members and for the assessment and/or enforcement of liens therefor in a manner consistent with law and the provisions of these Bylaws and the Declaration.

(c) Designation, hiring and/or dismissal of the personnel necessary for the good working order of the Condominium and for the proper care of the Common Elements and to provide services for the Condominium in a manner consistent with law and the provisions of these Bylaws and the Declaration.

(d) Promulgation and enforcement of such rules and regulations and such restrictions and/or requirements as may be deemed proper respecting the use, occupancy and maintenance of the Condominium, including, but not limited to, designating parking spaces therein for use by the respective Unit Owners, all of which shall be consistent with law and the provisions of these Bylaws and the Declaration.

(e) Authorization of, in their discretion, refunds from excess residual receipts when and as reflected in the annual report.

(f) Enforcement by legal means of the provision of The Virginia Condominium Act, the Declaration, these Bylaws, and any Rules and Regulations adopted hereunder.

Section 4. Management Agent. The Board of Directors shall employ for the Association a Management Agent (the "Management Agent"), at a rate of compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall from time to time authorize in writing, which may include, but not necessarily be limited to, the duties set out in subsections (a) through (f) of Section 3 of this Article. The Association shall not fail to employ a professional Management Agent without the prior written approval of two-thirds (2/3) of the bona fide first mortgagees holding first mortgages secured by any Unit within the Condominium.

Section 5. Election and Term of Office. Except for the Directors, who shall be initially or subsequently appointed by the Declarant to serve as provided in Sections 1 and 2 of this Article V, the term of the Directors named herein shall expire when their successors have been elected at the annual meeting of members and are duly qualified. At the first annual meeting of the members at which Directors are to be elected, the term of office of the Director receiving the greatest number of votes shall be fixed at three (3) years. The term of office of the Director receiving the second greatest number of votes shall be fixed at two (2) years. The term of office of the Director or Directors receiving the third greatest number of votes shall be one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 6. Vacancies. Vacancies among the elected Directors caused by any reason other than the removal of a Director by a vote of the membership shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected by the members at the next annual meeting to serve out the unexpired portion of the term.

Section 7. Removal of Directors. At a regular or special meeting duly called, any Director, except those appointed by the Declarant, may be removed with or without cause by the affirmative vote of the majority of the entire regular membership of record and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting. The term of any Director who becomes more than thirty (30) days delinquent in payment of any assessments and/or carrying charges due the Association shall be automatically

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terminated and the remaining Directors shall appoint his successor as provided in Section 6 of this Article.

Section 8. Compensation. No compensation shall be paid to Directors for their services as Directors. No remuneration shall be paid to any Director who is also a member of the Association for services performed by him for the Association in any other capacity unless a resolution authorizing such remuneration shall have been adopted by the Board of Directors.

Section 9. Organization Meeting. The first meeting of a newly-elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly-elected Directors in order legally to constitute such meeting, provided a majority of the whole Board of Directors shall be present.

Section 10. Regular Meetings. Regular meetings of the 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 one (1) such meeting shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least twenty-one (21) days prior to the day named for such meeting.

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by the President on seven (7) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. 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 one-third (1/3) of the Directors.

Section 12. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting, 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 be a waiver of notice by him of the time, place and purpose thereof. If all the 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 13. Quorum. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the 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 as originally called may be transacted without further notice.

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.

ARTICLE VI

OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. Eligibility for office shall be subject to the restrictions placed on eligibility for the Board of Directors. The Directors may appoint an Assistant Secretary and an Assistant Treasurer, and such other officers as in their judgment may be necessary. The offices of Secretary and Treasurer may be filled by the same person.

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

Section 3. Removal of Officers. Upon an 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 elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the members and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President of a corporation, including but not limited to, the power to appoint committees from among the membership from time to time as he may, in his discretion, decide are appropriate to assist in the conduct of the affairs of the Association.

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 shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be delegated to him by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have custody of the seal of the Association; he shall have charge of the membership transfer books and of such other books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE VII

LIABILITY OF OFFICERS AND DIRECTORS

Section 1. Liability and Indemnification of Officers and Directors. The Association shall indemnify every officer and Director of the 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 the settlement of any such suit or proceeding if approved by the then Board of Directors of the Association) to which he may be made a party by reason of being or having been an officer or Director of the Association, whether or not such person is an officer or Director at the time such expenses are incurred. The officers and Directors of the Association shall not be liable to the members of the Association for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The officers and Directors of the Association shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the Association or the Condominium (except to the extent that such officers or Directors may also be Unit Owners) and the Association shall indemnify and forever hold each such officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or Director of the Association, or former officer or Director of the Association, may be entitled.

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 Association and the Condominium. No contract or other transaction between the Association and one or more of its Directors, or between the Association and any

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corporation, firm or association (including the Declarant) in which one or more of the Directors of this Association are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because such Director or committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purpose, if any of the conditions specified in any of the following subparagraphs exist:

(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 of Directors 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 members, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

(c) The contract or transaction is commercially reasonable to the Association 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 officer or director of such other corporation or not so interested.

ARTICLE VIII

MANAGEMENT

Section 1. Management and Common Expenses. The Association, acting by and through its Board of Directors, shall manage, operate and maintain the Condominium and, for the benefit of the Units and the Association thereof, shall enforce the provisions hereof and shall pay out of the common expense fund herein provided for the following:

(a) The cost of providing water, sewer, garbage and trash collection, electrical, gas and other necessary utility services for the Common Elements and, to the extent that the same are not separately metered or billed to each Unit, for the Units.

(b) The cost of fire and extended coverage and liability insurance on the Condominium and the cost of such other insurance as the Association may effect.

(c) The cost of the services of one or more persons or firms to manage the Condominium to the extent deemed advisable by the Association, together with the services of such other personnel as the Board of Directors of the Association shall consider necessary for the operation of the Condominium.

(d) The cost of providing such legal and accounting services as may be considered necessary for the operation of the Condominium.

(e) The cost of painting, maintaining, replacing, repairing and landscaping the Common Elements and such furnishings and equipment for the Common Elements as the Board of Directors shall determine are necessary and proper, and the Board of Directors shall have the exclusive right and duty to acquire the same; provided, however, that nothing herein contained shall require the Association to paint, repair or otherwise maintain the interior of any Unit or any fixtures, appliances or equipment located therein.

(f) The cost of any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like which the Association is required to secure or pay for by law, or otherwise, or which in the discretion of the Board of Directors shall be necessary or proper for the operation of the Common Elements; provided, however, that if any of the aforementioned are provided or paid for the benefit of a particular Unit or Units,

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the cost thereof shall be specially assessed to the Unit Owner or Owner thereof in the manner provided in Section 1(g) of this Article.

(g) The cost of maintenance or repair of any Unit 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 the Units; 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 Unit proposed to be maintained; and provided further that, the cost thereof shall be assessed against the Unit on which such maintenance or repair is performed and, when so assessed, a statement for the amount thereof shall be rendered promptly to the then Owners of said Unit, at which time the assessment shall become due and payable and a continuing lien and obligation of said Association in all respects as provided in the Act.

(h) 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 rather than the interest therein of the Owners of any individual Unit.

(i) Any amount necessary to pay real estate taxes or other governmental charges of whatever nature assessed on or against the Common Elements of the Condominium, and all other taxes and assessments levied against the Association or upon any property which it may own or it is otherwise required to pay, if any.

(j) Any amount deemed necessary or desirable by the Board of Directors to be placed in a reserve for replacement of any Common Elements.

Section 2. Management Agent. The Association may, by contract in writing, delegate to the Management Agent any of its duties, powers or functions not otherwise specifically assigned to the Management Agent. The Association and the Board of Directors shall not be liable for any omission or improper exercise by the Management Agent of any such duty, power or function so delegated.

Section 3. Duty to Maintain. Except for maintenance requirements herein imposed upon the Association, if any, the Unit Owner of any Unit shall, at his own expense, maintain the interior of his Unit and any and all equipment, appliances, or fixtures therein situate, and its other appurtenances in good order, condition and repair, and in such clean and sanitary conditions as may from time to time be necessary to maintain the good appearance of his Unit, and shall, at his own expense, maintain, repair or replace any plumbing and electrical fixtures, outlets and receptacles, lighting fixtures, and/or other equipment that may be in or appurtenant to such Unit.

The Association may, from time to time, through its Bylaws, accept the obligation to make certain repairs or perform maintenance services to facilities owned by individual Unit Owners and apportion the cost thereof as a common expense, or in the alternative, may eliminate the repair and maintenance of facilities contained within the Units and require the Association to perform repair and maintenance at the expense of such Unit Owners. The responsibility for meeting the requirements of governmental bodies which require maintenance, modification or repair of the Condominium shall be the same and fall upon the same persons as the responsibility for the maintenance and repair of the part of the Condominium concerned.

Section 4. Access at Reasonable Times. For the purpose solely of performing any of the repairs or maintenance required or authorized by these Bylaws, or in the event of a bona fide emergency involving illness or potential danger to life or property, the Association, through its duly authorized agents or employees, shall have the right, after reasonable efforts to give notice to the Owner or occupant, to enter any Unit at any hour considered to be reasonable under the circumstances.

Section 5. Limitation of Liability. The Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the common expense funds, including, but not limited to, those enumerated in

Article VIII hereof, or for injury or damage to person or property caused by the elements or by the Owner of any Unit, or any other person, resulting from electricity, water, snow or ice which may leak or flow from any portion of the Common Elements or from any wire, pipe, drain, conduit, appliance or equipment. The Association shall not be liable to the Owner of any Unit for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Common Elements. No diminution or abatement of common expense assessments, as herein provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Elements, or to any Unit or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

ARTICLE IX

ASSESSMENTS

Section 1. Annual Assessments and Common Expenses. Each member shall pay in advance to the Association (except as modified by Article IX C of the Declaration) on such date as is specified by the Association, a quarterly sum (herein elsewhere sometimes referred to as "assessments") equal to one-fourth (1/4) of the member's proportionate share of the sum required by the Association, as estimated by its Board of Directors, to meet its annual expenses, including, but in no way limited to, the following (all of its annual expenses elsewhere herein referred to as "Common Expense"):

(a) The cost of all operating expenses of the Condominium and services furnished, including charges by the Association for facilities and services by it and all costs required to be paid by the Association as set forth in the Condominium Act.

(b) The cost of funding all reserves established by the Association in accordance with generally accepted accounting practices, including when appropriate, a general operating reserve and/or a reserve for replacements; and

(c) The estimated costs of repairs, maintenance and replacements of the Condominium to be made by the Association.

The Board of Directors shall determine the amount of the assessment annually, but may do so at more frequent intervals should circumstances so require.

The Board of Directors of the Association shall make reasonable efforts to fix the amount of the assessment against each Unit for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the membership and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Unit Owner upon reasonable notice to the Board. Written notice of assessment shall thereupon be sent to the members. The omission of the Board of Directors, before the expiration of any assessment period to fix the assessments hereunder for that or the next assessment period, shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of any member from the obligation to pay the assessment, or any installment thereof, for that or any subsequent assessment period, but the assessment fixed for the preceding period shall continue until a new assessment is fixed.

Section 2. Special Assessments. In addition to the regular assessments authorized by this Article, the Association may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement located upon the Condominium, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board of Directors may consider appropriate, provided that any such assessment shall have the assent of the members representing two-thirds (2/3) of the total votes of the Condominium. A meeting of the members shall be duly called for this purpose.

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Section 3. Reserve for Replacements. The Association shall establish and maintain a reserve fund for replacements in accordance with generally accepted accounting procedures and require payment quarterly to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a Common Expense. Such fund shall be deposited in a special account with an institution, the accounts of which are insured by an agency of the United States of America (the Board of Directors may authorize the depositing of funds in such an institution in excess of the limits of such insurance if any portion of such funds are insured), 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. The reserve for replacements may be expended only for the purpose of effecting the replacement of the Common Elements and equipment of the Condominium and for operating contingencies of a non-recurring nature. The amounts required to be allocated to the reserve for replacements may be changed by appropriate resolution of the Board of Directors. The proportionate interest of any Unit Owner in any reserve for replacements shall be considered an appurtenance of his Unit and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Unit to which it appertains and shall be deemed to be transferred with such Unit.

Section 4. Nonpayment of Assessment. Any assessment levied pursuant to these Bylaws, or any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with all late charges, interest thereon and the cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the Unit or Units belonging to the member against whom such assessment is levied and shall bind such Unit or Units in the hands of the then member, his heirs, devisees, personal representatives and assigns, all in accordance with the provisions of the Condominium Act. The personal obligation of the member to pay such assessment shall, however, remain his personal obligation for the statutory period and a suit to recover a money judgment for nonpayment of any assessment levied pursuant to these Bylaws, or any installments thereof, may be maintained without foreclosing or waiving the lien herein and by the aforesaid statute created to secure the same. In the event that any assessment against any Unit remains unpaid when due and owing for a period of more than sixty (60) days, the Board of Directors shall have the right, at its option, to accelerate the assessment for the proportionate share attributed to that Unit of the Common Expenses for the succeeding three (3) quarters, which amount shall be immediately due and owing.

Section 5. Remedies for Nonpayment of Assessment. Any assessment levied pursuant to the Declaration or these Bylaws, or any installment thereof, which is not paid within ten (10) days after it is due, shall, in the discretion of the Board of Directors, result in the imposition of a late charge of five percent (5%) of the amount due, and shall, together with such late charge, bear interest (not to exceed 18% per annum) at such rate as may be fixed by resolution of the Board of Directors and made applicable to all Unit Owners, and the Association may bring an action at law against the member personally obligated to pay the same, or foreclose the lien against the Unit or Units then belonging to said member, in either of which events the Association shall be entitled to recover interest, costs and reasonable attorneys' fees of not less than twenty percent (20%) of the sum claimed. The Association shall notify the holder of the first mortgage on any Unit for which any assessment levied pursuant to these Bylaws becomes delinquent for a period in excess of thirty (30) days and in any other case where the Owner of such Unit is in default with respect to the performance of any other obligation hereunder for a period in excess of thirty (30) days.

Section 6. 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 in the Condominium shall be subordinate to, and shall in no way affect the rights of any institutional lender which is the holder of an indebtedness secured by a recorded first mortgage (meaning a mortgage with priority over all other mortgages) upon such interest made in good faith and 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 a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such a sale or transfer shall not relieve the purchaser at such

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sale of the Unit from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment, which said lien, if any, claimed shall have the same effect and be enforced in the same manner as provided herein.

No amendment to this Section shall affect the rights of the holder of any such mortgage (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or of the indebtedness secured thereby) shall join in the execution of such amendment.

Section 7. Additional Default. Any recorded first mortgage secured on a Unit in the Condominium shall provide that any default by the mortgagor in the payment of any assessment levied pursuant to these Bylaws, or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness secured thereby), but failure to include such a provision in any such mortgage shall not affect the validity or priority thereof and the protection extended to the holder of such first mortgage (or the indebtedness secured thereby) by reason of Section 6 of this Article shall not be altered, modified or diminished by reason of such failure.

Section 8. Definition. As used in these Bylaws, the term "mortgage" shall include deed of trust and the term "holder" or "mortgagee" shall include the party secured by any deed of trust or any beneficiary thereof.

ARTICLE X

USE RESTRICTIONS

Section 1. Non-Residential Use. All Units shall be used for "non-residential" purposes exclusively. Nothing in this Section, or elsewhere herein, shall be construed to prohibit the Declarant from the use of any Unit which Declarant owns for construction, promotion, marketing or display purposes or from leasing any Unit or Units which Declarant owns, except that Declarant shall nevertheless be bound by the provisions of Section 2 of this Article.

Section 2. Leasing. Any Unit Owner who shall lease a Unit shall, promptly following the execution of any such lease, send to the Board of Directors a statement containing the name of the tenant and the name or names of those individuals who shall be responsible for the tenant's use and occupation of the Unit, and warranting that the lease is not in conflict with any of the terms and conditions of the Declaration, these Bylaws and/or such rules and regulations relating to the use of the Common Elements, or other "business use regulations," as the Board of Directors may from time to time promulgate.

Section 3. Resale. Promptly upon the resale of a Unit by any Unit Owner, that Unit Owner shall give written notice of the sale to the Board of Directors, setting forth the date of conveyance, and the name, address and telephone number of the purchaser. In the event such notice is not given promptly, the selling Unit Owner shall remain personally obligated for all Common Element charges and assessments for the Unit which accrue after the date of conveyance until notice is given as aforesaid. The provision shall in no way release the purchasing Unit Owner from liability for such charges and assessments, nor shall it affect any other rights or remedies available to the Unit Owners Association, including the imposition and enforcement of liens against the Unit.

Section 4. Prohibited Uses and Nuisances.

(a) No noxious or offensive activity shall be carried on in any Unit or on the Common Elements, nor shall anything be done or be permitted to remain in any Unit, which may be or become a nuisance or annoyance to the other Unit Owners. No truck continuously used for trash or garbage pickup may be kept in a Unit or on the Common Elements. No Unit may be used by any person for the purpose of body repair work on motor vehicles. No Unit Owner shall keep and/or maintain in any Unit or on the Common Elements more than one (1) vehicle per Unit owned having an empty weight per vehicle in excess of ten thousand (10,000) pounds.

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(b) Except as authorized by the Board of Directors, no Unit Owner, nor any officer, employee, agent, guest, invitee or licensee of a Unit Owner, shall obstruct or cause to be obstructed any Common Elements, including, but not limited to, any part of the Common Elements providing access to the Unit of any other Unit Owner. Vehicular parking upon Common Elements may be regulated or assigned by the Board of Directors, but in no event shall any inoperable, junk or stored vehicle, including, but not limited to, any vehicle bearing expired registration tags, be permitted on the Common Elements. For purposes of the foregoing, the Board of Directors shall be authorized to cause any vehicle to be towed from the Common Elements, and to charge the Unit Owner responsible for any expenses or liability incurred thereby.

(c) Nothing shall be stored upon any Common Elements (excepting those areas designated for storage of personal property by the Association) without the approval of the Board of Directors. The making of repairs to motor vehicles on the Common Elements, including designated parking areas and travel or access lanes, shall not be permitted, except as approved by the Board of Directors.

(d) Nothing shall be done or maintained in any Unit or upon any Common Elements which will increase the rate for insurance on any Unit or the Common Elements, or result in the cancellation thereof, without the prior written approval of the Board of Directors. Nothing shall be done or maintained in any Unit or upon the Common Elements which would be in violation of any law. No waste shall be committed upon the Common Elements.

(e) No structural alteration, construction, addition, or removal of any Unit or Common Elements shall be commenced or conducted, except in strict accordance with the provisions of the Declaration.

(f) The maintenance, keeping, breeding, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited within any Unit or upon the Common Elements. In no event shall any animal be permitted in any of the public portions of the Condominium unless carried or on leash. The owner of any such animal shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the Condominium. If a dog or other animal becomes obnoxious to other Unit Owners by barking or otherwise, the owner thereof must cause the problem to be corrected, or if it is not corrected, the Unit Owner, upon written notice by the Board of Directors, will be required to dispose of the animal.

(g) Except for such signs as may be posted by the Declarant for promotional or marketing purposes, or such signs as are approved by the Board of Directors in writing, no signs of any character which are visible from the outside of a Unit shall be erected, posted or displayed upon, from or about any Unit. No Unit Owner or other resident or tenant of the Condominium shall post any advertisements or posters of any kind on any part of the exterior of the buildings of the Condominium or elsewhere on the Condominium, except on a designated area specified by the Board of Directors. Notwithstanding the provisions of Article XI of these Bylaws, the background of all Unit signs as originally approved, including letter size, style, color and limits of lettering in accordance with the plans and specifications, shall be maintained, and any repair or replacement of such signs shall utilize the same color and letter specifications as used for the signs as originally approved. For the purposes of enforcing the foregoing, the Board of Directors shall be authorized to cause to be removed any signs, advertisements or posters, including those located within a Unit, not in compliance herewith, and to charge the Unit Owner responsible for any expenses or liability incurred thereby, all without being guilty of any form or manner of trespass.

(h) The entrance doorways, steps, and approaches thereto shall be used only for ingress and egress.

(i) No burning of any trash and no unreasonable or unsightly accumulation or storage of litter, new or used building materials, or trash or garbage containers of any other kind shall be permitted within any Unit or upon the Common Elements, except where expressly authorized by the Association.

(j) No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be maintained upon the Common Elements at any time, except for such trailer or temporary structure as may be required by the Declarant to facilitate marketing and sales of Units, which trailer or temporary structure shall not be a part of the Common Elements, and shall be removable by the Declarant at any time. No clothing, laundry, or rugs shall be hung from or spread upon any window or exterior portion of a Unit or in or upon the Common Elements.

(k) No Unit Owner or other resident shall install any electrical or telephone wire, television antenna, or other antenna, air conditioning unit or other machine or device on the exterior of any building in the Condominium, or in such a fashion that it protrudes through the roof or any window or any walls of the building.

(l) There shall be no violation of any rules and regulations for the use of the Common Elements, or other "business use restrictions," which may from time to time be adopted by the Board of Directors and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere by these Bylaws authorized to adopt such rules.

(m) Nothing shall be placed upon the roof without the prior written consent of the Board of Directors, nor shall any penetration of the roof be made without the prior written consent of the Board of Directors.

Section 4. Use of Trash Receptacles. Use of receptacles for trash or refuse located on the Common Elements shall be limited solely to disposal of trash or refuse generated by, or resulting from the use and occupancy of the Units. No Unit Owner shall cause, or permit to be caused, the use of such receptacles for disposal of trash or refuse which is brought onto the Common Elements from sources outside the Condominium. The Unit Owners Association shall, in its discretion, determine the number of trash receptacles and the frequency of collection of trash reasonably necessary to the use of the Condominium. In the event that the amount or volume of trash or refuse disposed of by any Unit Owner requires an increase in the number of receptacles or frequency of collection beyond that determined to be reasonably necessary by the Association, the cost of such additional service shall be specially assessed as a common expense against the Unit Owner whose trash or refuse disposal requires such additional service in accordance with the provisions of Virginia Code Section 55-79.83(b).

ARTICLE XI

ARCHITECTURAL CONTROL

Section 1. Architectural Control. Except for the original construction of the Units situate within the Condominium by the Declarant and any improvements to any Unit or to the Common Elements accomplished concurrently with said original construction, and except for any structures and/or Units constructed on any portion of the Additional Land, and except for purposes of proper maintenance and repair, or as otherwise in these Bylaws provided, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any lighting, shades, screens, awnings, decorations, fences, aerials, antennas, radio or television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, porches, driveways, walls, or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever to the exterior of any Unit or upon any of the Common Elements within the Condominium until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction and/or any other proposed form of change (including, without limitation, any other information specified by the Board of Directors or its designated committee) shall have been submitted to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography by the Board of Directors of the Association. Nothing contained in this Section shall be deemed to empower the Board of Directors of the Association to authorize any change in conflict with any provision of the Declaration.

In the event the Board of Directors, or its designated committee, fails to approve or disapprove such design and location within ninety (90) days after

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said plans and specifications have been submitted to it, and if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE XII

INSURANCE

Section 1. Insurance. The Board of Directors shall obtain and maintain, to the extent available, at least the following:

(a) All insurance required by the Declaration; and

(b) Such other policies of insurance, including insurance for other risks of a similar or dissimilar nature, as are or shall hereafter be considered appropriate by the Board of Directors.

Section 2. Limitations. Any insurance obtained pursuant to the requirements of this Article shall be subject to the following provisions:

(a) All policies shall be written with a company or companies licensed to transact business in the Commonwealth of Virginia.

(b) Exclusive authority to negotiate losses under said policies shall be vested in the Board of Directors, or its authorized representative, including any trustee with which the Association may enter into any Insurance Trust Agreement, or any successor trustee, each of which shall herein be referred to as the "Insurance Trustee" and all proceeds covering any loss shall be payable to the Insurance Trustee, or to his successor. All proceeds from an insured loss under such policy shall be held for the use and benefit of the Association and Unit Owners of all Units and their respective mortgagees as interest may appear. Such insurance proceeds shall be applied and distributed in accordance with the articles relating to insurance in the Declaration and these Bylaws.

(c) In no event shall the insurance coverage obtained and maintained pursuant to the requirements of this Article be brought into contribution with insurance issued in the name of any individual Unit Owner, purchased as herein permitted, by such Unit Owner or its mortgagee. Any "no other insurance" or similar clause in any policy obtained by the Association pursuant to the requirements of this Article shall exclude such policies from consideration.

(d) All policies of property insurance shall provide that notwithstanding any provisions thereof which give the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Association (or any Insurance Trustee), nor shall such options be exercisable when in conflict with the provisions of any Insurance Trust Agreement to which the Association may be a party, or any requirement of any statute, the Declaration or these Bylaws.

(e) All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Board of Directors, their agents and employees, the respective Unit Owners, and such Unit Owners' respective agents, employees or tenants, and a waiver of any defenses based upon co-insurance or upon invalidity arising from acts of the insured. Independent contractors shall not be considered agents, employees or servants of the Board of Directors or of the respective Unit Owners within the meaning of said waiver.

(f) The insurance policy shall contain a provision that the insurance shall not be prejudiced:

(i) By any act of neglect of any occupants or Unit Owners of the building when such act of neglect is not within the control of the Unit Owners collectively; or

(ii) By failure of the Unit Owners collectively to comply with any warranty or condition with regard to any portion of the

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premises over which the Unit Owners collectively have no control.

Section 3. Individual Policies. The Unit Owner of any Unit (including the holder of any mortgage thereon) may obtain additional insurance (including a "Unit Owner's Endorsement" for improvements and betterments to the Unit made or acquired at the expense of the Unit Owner) at his own expense. Such insurance shall be written either by the same carrier as that purchased by the Board of Directors pursuant to this Article, or if written by another carrier, shall provide that it shall contain the same waiver of subrogation provisions as that set forth in Section 2(e) of this Article.

ARTICLE XIII

FISCAL MANAGEMENT

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January every year, except that the first fiscal year of the Association shall begin at the date of organization. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors should practice subsequently dictate.

Section 2. Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer in accordance with good accounting practices.

Section 3. Auditing. At the close of each fiscal year, the books and records of the Association shall be audited by an independent public accountant, whose report shall be prepared and certified in accordance with generally accepted auditing standards. Based upon such report, the Association shall furnish its members with an annual financial statement, including the income and disbursements of the Association.

Section 4. Inspection of Books. The books and accounts of the Association, and vouchers accrediting the entries made thereupon, shall be available for examination by the members of the Association and/or their duly authorized agents or attorneys and to the institutional holder of any first mortgage on any Unit and/or its duly authorized agents or attorneys during normal business hours and for purposes reasonably related to their interests as members.

Section 5. Execution of Association Documents. With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Association by either the President or Vice President, and all checks shall be executed on behalf of the Association by such officers, agents or other persons as are from time to time so authorized by the Board of Directors.

ARTICLE XIV

AMENDMENT

Section 1. Amendments. These Bylaws may be amended by affirmative vote of at least two-thirds (2/3) of all members of the Condominium, at any meeting of the members duly called for such purpose, or in any other manner prescribed by Section 55-79.72 of The Condominium Act, and must include the vote of the Declarant so long as the Declarant owns twenty percent (20%) or more of the Units in the Condominium. Any such amendment shall become effective only upon (1) execution thereof by the President of the Unit Owners Association, and (2) recordation among the land records of the County of Prince William, Virginia; for such purpose, each Unit Owner shall be deemed to have irrevocably constituted the President of the Unit Owners Association his attorney-in-fact to execute and ratify such amendment in his stead and on his behalf; provided, the Association has given thirty (30) days' prior written notice to the institutional holders of all first mortgages on the Units in the Condominium. Amendments may be proposed by the Board of Directors or by petition signed by members representing at least twenty percent (20%) of the total votes of the Condominium. A description of any proposed amendment shall accompany the notice of any regular or special meeting at which such proposed amendment is to be voted upon.

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ARTICLE XV

COMPLIANCE - INTERPRETATION - MISCELLANEOUS

Section 1. Compliance. These Bylaws are set forth in compliance with the requirements of the Condominium Act, Sections 55-79.39 through 55-79.103 of the Code of Virginia.

Section 2. Conflict. These Bylaws are subordinate and subject to all provisions of the Declaration and to the provisions of the Condominium Act. In the event of any conflict between these Bylaws and the Declaration, the provisions of the Declaration shall control; and in the event of any conflict between the Declaration and the Condominium Act, the provisions of the Act shall control.

Section 3. Notices. Unless another type of notice is herein specifically provided for, any and all notices called for in the Declaration or in these Bylaws shall be given in writing.

Section 4. Severability. In the event any provision or provisions of these Bylaws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

Section 5. Waiver. No restrictions, condition, obligation or provisions of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 6. Captions. The captions contained in these Bylaws are for convenience only and are not a part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.

Section 7. Gender, Etc. Whenever in these Bylaws the context so requires, the singular number shall include the plural and the converse, and the use of any gender shall be deemed to include all genders.

IN WITNESS WHEREOF, John R. Pflug, Jr., President of the Unit Owners Association of BuildAmerica Eight, has caused these Bylaws to be executed, all as of the day, month and year first hereinabove written.

UNIT OWNERS ASSOCIATION OF
BUILDAMERICA EIGHT

By: John R. Pflug, Jr.
John R. Pflug, Jr., President

R5/e

CERTIFICATE OF PRESIDENT

I, the undersigned, do hereby certify that:

1. I am the duly elected President of the Unit Owners Association of BuildAmerica Eight, a Condominium; and

2. The foregoing Bylaws, comprising sixteen (16) pages, constitutes the Bylaws of the Association, duly adopted at a Special Meeting of the Board of Directors of the Association, held on OCT 7, 1985.

IN WITNESS WHEREOF, I, John R. Pflug, Jr., have caused these Bylaws to be executed, as of the 7TH day of OCT., 1985.

UNIT OWNERS ASSOCIATION OF
BUILDAMERICA EIGHT

By: John R. Pflug, Jr.
John R. Pflug, Jr., President

STATE OF VIRGINIA
CITY/COUNTY OF Fairfax, to wit:

The foregoing Bylaws of the Unit Owners Association of BuildAmerica Eight and Certificate of President were acknowledged before me this 7th day of October, 1985, by John R. Pflug, Jr., as President of the UNIT OWNERS ASSOCIATION OF BUILDAMERICA EIGHT.

Lisa Ann Kelley
Notary Public

My commission expires: May 5, 1989
R5/e

NORTHERN VIRGINIA ELECTRIC COOPERATIVE

Right-of-Way Agreement

THIS AGREEMENT, made this 29th day of April, 1985, between MANASSAS/BUILDAMERICA EIGHT, INC. of Springfield, Virginia, hereinafter called "Owner" (the word "Owner" wherever used herein being intended to include the grantors, whether one or more, masculine or feminine), and the Northern Virginia Electric Cooperative, Inc., a Virginia Corporation, hereinafter called "Cooperative".

WITNESSETH:

That for the sum of one dollar ($1), and other valuable considerations, the receipt whereof is hereby acknowledged, Owner grants unto Cooperative, its successors and assigns, the right, privilege, and easement of right of way to lay, construct, operate, and maintain a pole line, and/or underground conduit and cable lines for transmitting and distributing electric power, including all wires, poles, cables, trenches, handholes, manholes, transformers, transformer enclosures, equipment pads, connection boxes, ground connections, attachments, equipment, accessories, and appurtenances desirable in connection therewith (hereinafter referred to as "facilities"), and including all telephone wires, appurtenances, and attachments of any other company utilizing joint-use facilities, under, and/or over, upon, and across the lands of Owner, situated in Brentsville (district), Prince William (county/city), Virginia, as shown on Cooperative Plat No. __________, said right of way width and location being shown on said plat.

The facilities erected hereunder shall remain the property of Cooperative. Cooperative shall have the right to inspect, rebuild, remove, repair, improve, relocate on the right of way above described, and make such changes, alterations, substitutions, additions in and to or extensions of its facilities as Cooperative may from time to time in its sole discretion deem advisable, including but not limited to the right to increase or decrease the number of poles and attachments, transformer enclosures, and to increase or decrease the size of lines and voltage carried by said lines; with the further right to cut and keep clear of said structures, wires and lines all trees, limbs and other obstructions outside of the designated width of said right of way that may in the opinion of the Cooperative endanger or interfere with the proper and efficient operation of the same; together with all the rights and privileges reasonably necessary or convenient for the full enjoyment or use, for any of the aforesaid purposes, of the right of way hereby granted.

Cooperative shall at all times have the right to trim, cut, and keep the easement clear of all trees, limbs, shrubbery, undergrowth, roots, and to keep the easement clear of all buildings, structures, and other obstructions along said right of way line or adjacent thereto that may endanger the safe and proper operation of its facilities. All trees and limbs cut and chipped by the Cooperative at any time shall remain the property of Owner. Trees cut by Cooperative with merchantable trunks six inches or more in diameter will be cut into lengths of not less than four feet when requested by Owner and will be placed in piles separate from other trees cut by Cooperative.

Owner, his successors and assigns, may use the land within the easement for any purpose not inconsistent with the rights hereby granted, provided such use does not interfere with, or endanger the construction, operation, or maintenance of Cooperative's facilities.

For the purpose of constructing, inspecting, maintaining, or operating its facilities, Cooperative shall have the right of ingress to and egress from the right of way over the lands of Owner adjacent to the right of way and lying between public or private roads and the right of way, such right to be exercised in such manner as shall occasion the least practicable damage and inconvenience to Owner.

Cooperative shall repair damage to roads, fences, or other improvements (except those which are in the right of way and furthermore restricted by this agreement) and shall pay Owner for other physical damage done in the process of the construction, inspection, or maintenance of Cooperative's facilities, or in the exercise of its right of ingress and egress; provided Owner gives written notice thereof to Cooperative within thirty days after such damage occurs.

Exhibit

E.

OH/UG-84

002

The Owner, his or her successors and assigns, in further consideration of the premises and of the said sum of money, does hereby relieve and release the said Cooperative, its successors and assigns, from all claims for damages except as set forth herein in any manner arising out of the presence upon said land of said line or lines, apparatus and appliances or by reason of repairs, additions and extensions thereto, and the transmission of electric current thereon and thereby.

Owner covenants that he is seized of and has the right to convey the said easement of right of way, rights and privileges; that Cooperative shall have quiet and peaceful possession, use, and enjoyment of the aforesaid easement of right of way, rights, and privileges, and that Owner shall execute such further assurances thereof as may be required.

WITNESS the following signature(s) and seal(s)

MANASSAS/BUILDAMERICA EIGHT, INC.

______________________ (SEAL)
John R. Pflug, Jr., President

______________________ (SEAL)

STATE OF VIRGINIA

County of Virginia To-wit:

I, Linda Gaddy, a Notary Public in and for the ~~City aforesaid~~ ~~County aforesaid~~ State of Virginia at Large, whose commission expires on the 9th day of September, 19 88, do hereby certify that John R. Pflug, Jr., President, Manassas/BuildAmerica Eight, Inc.

whose name is signed to the foregoing writing dated the 29th day of April, 19 85, acknowledged the same before me in the County & State aforesaid this 29th day of April, 19 85.

Linda Gaddy
Notary Public.

STATE OF VIRGINIA

__________ of __________ To-wit:

I, __________, a Notary Public in and for the City aforesaid, County aforesaid, State of Virginia at Large, whose commission expires on the ____ day of __________, 19____,

do hereby certify that __________

whose name ____ ________ signed to the foregoing writing dated the ____ day of __________, 19 ____, acknowledged the same before me in the ________ __________ aforesaid this ____ day of __________, 19____.

____
Notary Public.

Exhibit E

BK 1353 PG 1381

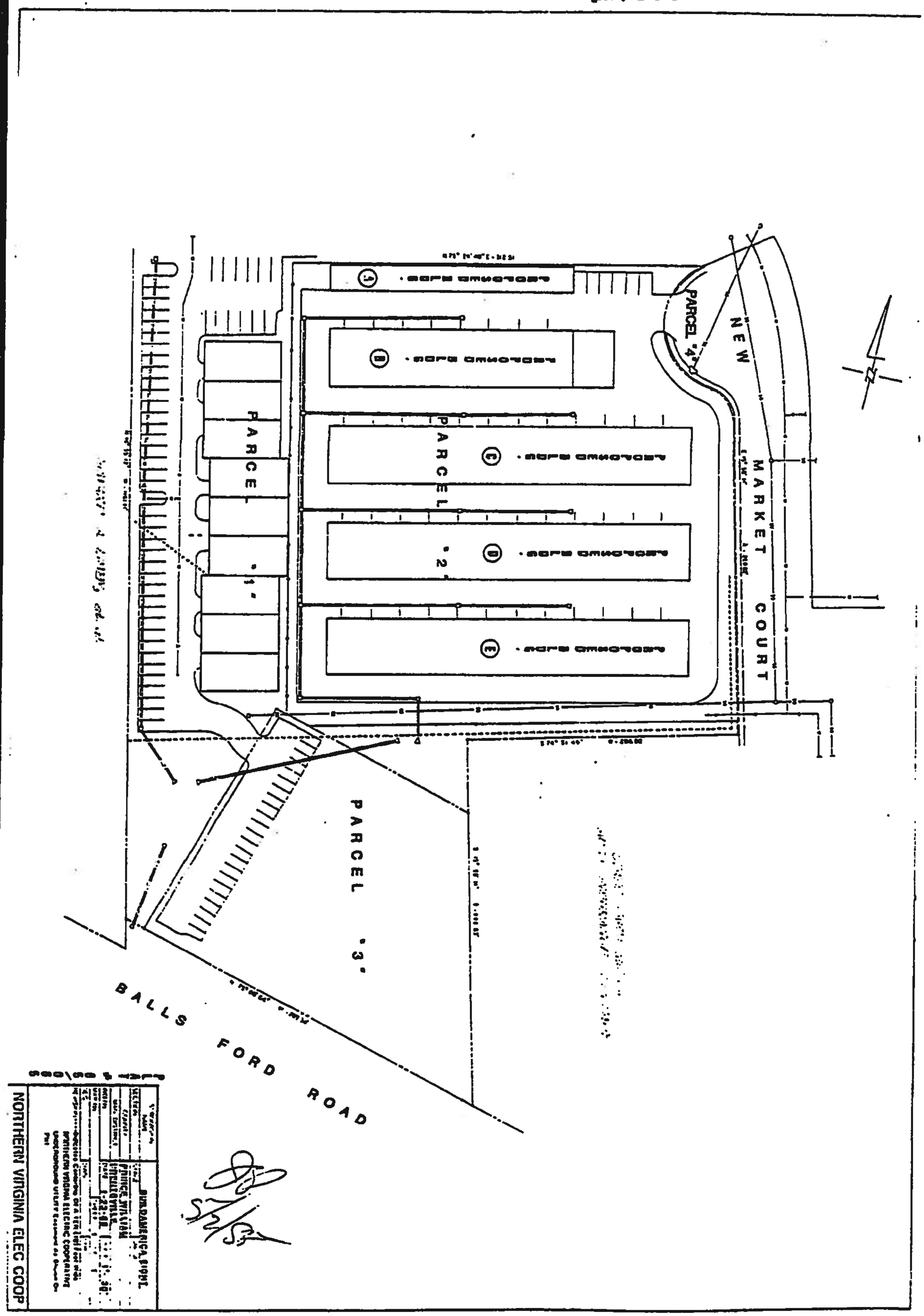

Exhibit
E

BK1353PG 1382

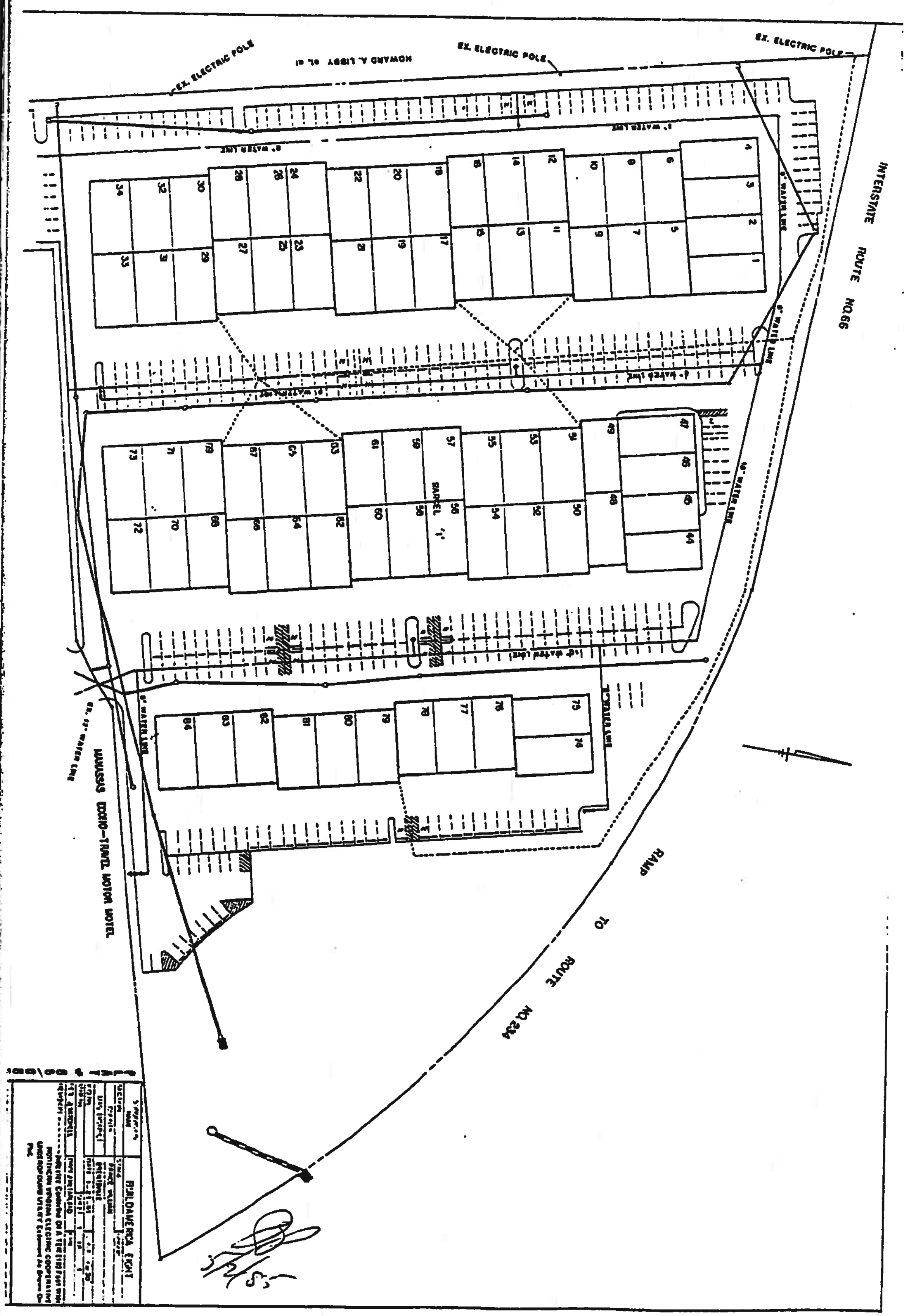

Exhibit
E

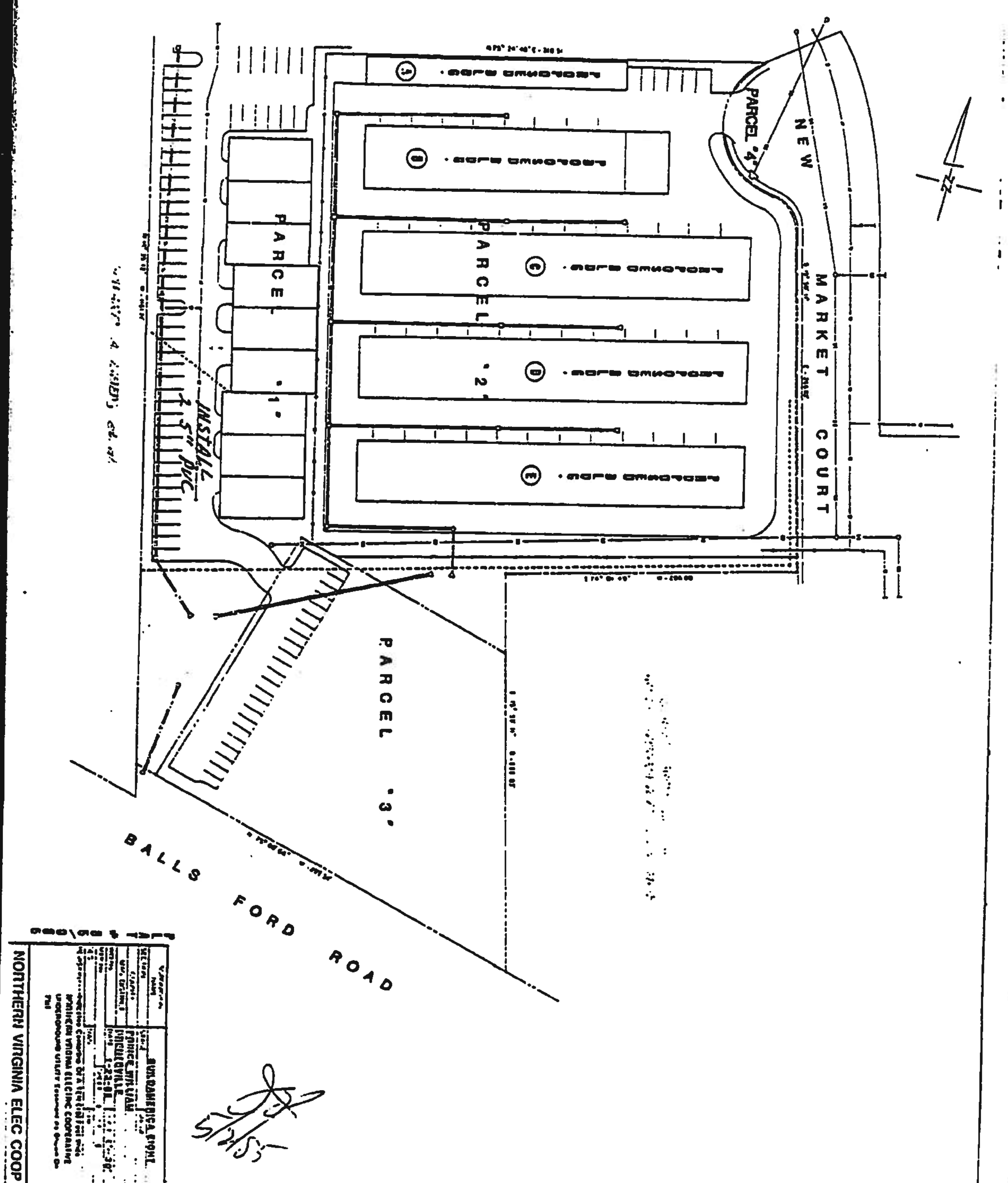

Exhibit E

QDL

BK1353PG1384

* Install 2 5" PVC
ONE To Be installed From Vault To Trans #1 then From Trans #1 To Trans #2
ONE From Trans #2 Back To Vault

All Conduits To Be At Least 36" Deep, if Not this Deep they will Have to be encased in Concrete

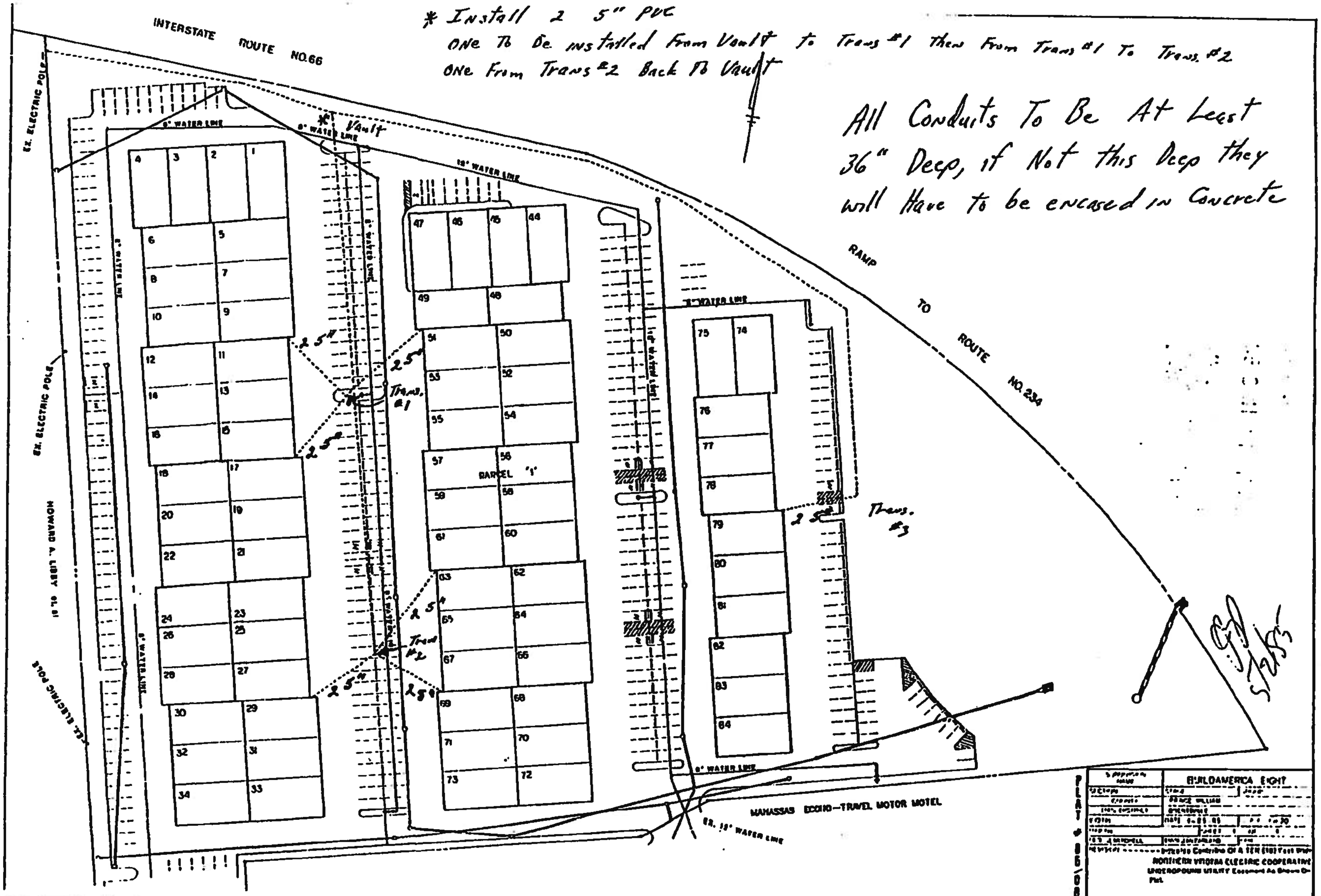

Exhibit E

BK1323 PG1382

BK1353 PG 1385

RECORDED W/CERTIFICATE ANNEXED

1985 DEC 12 PM 2:50

PRINCE WILLIAM CO., VA.

TESTE: Charlton [illegible] CLERK

CONSIDERATION

STATE

LOCAL

TRANSFER

CLERK A. W

GRANTOR

CITY CH CHG

CITY CH CHG

CITY CH CHG

BK1323 PG1381

0820:2/7/86 29889 BK 1369 PG 1323

CORRECTIVE AMENDMENT TO DECLARATION

THIS CORRECTIVE AMENDMENT TO DECLARATION (this "Corrective Amendment"), is made as of this 7th day of February, 1986, by MANASSAS/BUILDAMERICA EIGHT, INC., a Virginia corporation (hereinafter called "Declarant") and NANAK S. KOHLI and TAMMY KOHLI, husband and wife (hereinafter called "Kohli").

WHEREAS, by Declaration dated October 7, 1985 and recorded in Deed Book 1353 at page 1305 among the land records of Prince William County, Virginia, the Declarant did create a condominium called BuildAmerica Eight, a Condominium (the "Condominium"); and

WHEREAS, Kohli is by virtue of Deed dated December 21, 1985 and recorded in Deed Book 1356 at page 658 among the land records of Prince William County, Virginia the owner of units 25, 26, 38, 39 and 40 in the Condominium; and

WHEREAS, Declarant together with Kohli are the owners of all of the units comprising the Condominium; and

WHEREAS, the Declaration contains certain errors which Declarant desires to correct by virtue of the recordation of this Amendment with the full consent of Kohli.

Now, therefore, pursuant to the provisions of Section 55-79.72 of the Virginia Condominium Act the parties hereto do amend the Declaration as follows:

1. Article II A.1. of the Declaration is hereby deleted in its entirety and the following inserted in lieu thereof:

> "Pursuant to Section 55-79.55 of the Condominium Act, each unit in the Condominium has been allocated a fractional interest in the common elements of the Condominium proportionate to its size. Attached as Exhibit "A-4" hereto is a schedule listing all Units in the Condominium by their identifying numbers, size in square feet and fractional undivided interest in the common elements of the Condominium. The size of each Unit is the total number of square feet contained within said Unit as determined by reference to the dimensions shown on the plans attached as Exhibit "B-2" hereto (exclusive of interior partition)."

Return to: WCMGL

2. Exhibit "A-4" attached to this Corrective Amendment is hereby added as an additional exhibit to the Declaration.

3. Article VIII A.2. is hereby deleted in its entirety and the following inserted in lieu thereof:

> "The right of the Declarant to expand the Condominium shall be subject only to those limitations herein contained and shall not require the consent of any unit owner or mortgagee."

Except as modified or amended hereby all other provisions of the Declaration and all other condominium instruments shall remain in full force and effect.

WITNESS the following signatures and seals.

MANASSAS/BUILDAMERICA EIGHT,
a Virginia corporation

By: Douglas D. Etka (SEAL)
Vice Pres

N S Kohli (SEAL)
NANAK S. KOHLI

Tammy Kohli (SEAL)
TAMMY KOHLI

STATE OF VIRGINIA :
COUNTY OF Fairfax : to-wit:

The foregoing instrument was acknowledged before me this 10th day of February, 1986 by Douglas D. Etka, Vice President of MANASSAS/BUILDAMERICA EIGHT, a Virginia corporation on behalf of said corporation.

Risa Ann Kelley
Notary Public

My commission expires: May 5, 1989

STATE OF VIRGINIA :
COUNTY OF Fairfax : to-wit:

10th The foregoing instrument was acknowledged before me this day of February, 1986 by NANAK S. KOHLI and TAMMY KOHLI, husband and wife.

Lisa Ann Kelley
Notary Public

My commission expires: May 5, 1989

EXHIBIT "B"

Unit Number	Approximate Amount of Square Footage	Fractional Undivided Interest in the Elements
1	1,700	1,700/123,346
2	1,700	1,700/123,346
3	1,700	1,700/123,346
4	1,700	1,700/123,346
5	1,700	1,700/123,346
6	1,700	1,700/123,346
7	1,700	1,700/123,346
8	1,700	1,700/123,346
9	1,700	1,700/123,346
10	1,700	1,700/123,346
11	1,700	1,700/123,346
12	1,700	1,700/123,346
13	1,700	1,700/123,346
14	1,700	1,700/123,346
15	1,700	1,700/123,346
16	1,700	1,700/123,346
17	1,700	1,700/123,346
18	1,700	1,700/123,346
19	1,700	1,700/123,346
20	1,700	1,700/123,346
21	1,700	1,700/123,346
22	1,700	1,700/123,346
23	1,700	1,700/123,346
24	1,700	1,700/123,346
25	1,700	1,700/123,346
26	1,700	1,700/123,346
27	1,700	1,700/123,346
28	1,700	1,700/123,346
29	1,700	1,700/123,346
30	1,700	1,700/123,346
31	1,700	1,700/123,346
32	1,700	1,700/123,346
33	1,700	1,700/123,346
34	1,700	1,700/123,346
35	1,700	1,700/123,346
36	1,700	1,700/123,346
37	1,700	1,700/123,346
38	1,700	1,700/123,346
39	1,700	1,700/123,346
40	1,700	1,700/123,346
41	1,700	1,700/123,346
42	1,700	1,700/123,346
43	1,700	1,700/123,346

gdz

Unit Number	Approximate Amount of Square Footage	Fractional Undivided Interest in the Elements
44	912	912/123,346
45	1,089	1,089/123,346
46	1,089	1,089/123,346
47	1,089	1,089/123,346
48	1,089	1,089/123,346
49	912	912/123,346
50	1,706	1,706/123,346
51	1,706	1,706/123,346
52	1,706	1,706/123,346
53	1,706	1,706/123,346
54	1,706	1,706/123,346
54	1,706	1,706/123,346
56	1,706	1,706/123,346
57	1,706	1,706/123,346
58	1,706	1,706/123,346
59	1,706	1,706/123,346
60	1,706	1,706/123,346
61	1,706	1,706/123,346
62	1,706	1,706/123,346
63	1,706	1,706/123,346
64	1,706	1,706/123,346
65	1,706	1,706/123,346
66	1,706	1,706/123,346
67	1,706	1,706/123,346
68	1,706	1,706/123,346
69	1,706	1,706/123,346
70	1,706	1,706/123,346
71	1,706	1,706/123,346
72	1,089	1,089/123,346
73	1,089	1,089/123,346
74	1,089	1,089/123,346
75	1,089	1,089/123,346
76	1,089	1,089/123,346
77	1,089	1,089/123,346

BJE

BK 1369 PG 1327

RECORDED W/CERTIFICATE ANNEXED

1986 MAR 18 PM 3:58

PRINCE WILLIAM CO., VA.

TESTE: Charlton [illegible]

CLERK

22002 BK1522 PG1564

0820:10/28/87

AMENDMENT TO
CONDOMINIUM INSTRUMENTS TO
BUILDAMERICA EIGHT, A CONDOMINIUM

THIS AMENDMENT TO CONDOMINIUM INSTRUMENTS is made this 29TH day of OCTOBER, 1987, by MANASSAS/BUILDAMERICA EIGHT, INC., a Virginia Corporation, "The Declarant";

***** W I T N E S S E T H *****

WHEREAS, by Declaration dated October 7, 1985, and recorded in Deed Book 1353 at page 1305 et. seq. as amended by the Corrective Amendment to Declaration recorded in Deed Book 1369 at page 1323 among the land records of the County of Prince William, Virginia ("The Declaration"), the Declarant did subject certain real property in the City of Alexandria, Virginia, more particularly described in said Declaration to be BUILDAMERICA EIGHT, A CONDOMINIUM ("The Condominium");

WHEREAS, Declarant desires at this time to expand the Condominium by adding to the Condominium a certain parcel of land, 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 Article 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 to Condominium by adding to the Condominium that certain parcel of land owned by Declarant located in the County of Prince William, Virginia, described in Exhibit "A" attached hereto, together with certain improvements on said land.

This map recorded in
MAP DRAWER 27 PAGE 2K.21

Return To:
BuildAmerica Eight
P.O. Box 647
Springfield, VA 22150

I. <u>LOCATION OF BUILDINGS AND UNITS ADDED</u>:

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

II. <u>UNIT BOUNDARIES</u>:

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.

DDZ

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 55-79.73(c) of the Condominium Act, liability for Common Expenses and votes in the Unit Owners Association are similarly reallocated in proportion to the Common Element Interests allocated to each Condominium Unit hereby as shown in Exhibit "B" attached hereto.

IV. ASSIGNMENT OF LIMITED COMMON ELEMENTS: Declarant reserves the right to assign any Common Elements shown on the Plats and Plans and labeled "Common Elements which may be assigned as Limited Common Elements", for the exclusive use of certain Unit Owners to whose Units the Common Element so assigned would become appurtenant. The Declarant may assign any such Common Element as a Limited Common Element pursuant to the provisions of Section 55-79.57(c) of the Code of Virginia, 1950, as amended, by making such an assignment in the Deed to the Unit to which such designated Limited Common Element shall become appurtenant and subsequently confirming such assignment by recording an appropriate amendment to this Declaration or to the Plans.

V. INGRESS-EGRESS EASEMENTS, ETC.: There is hereby created with respect to the land depicted on Exhibit C-2 attached hereto certain easements for ingress and egress and common driveways, all as more particularly shown on said Exhibit "C-2". In addition certain ingress and egress and common driveway easements established by the recordation of the Declaration and more particularly shown and "cross-hatched" on Exhibit "C-2" attached hereto are being vacated.

VI. REALIGNMENT OF PARKING, ENCROACHMENT EASEMENT: The Declarant with the consent of the Unit Owners Association of the Condominium has changed the parking alignment on Nathan Court all as more particularly shown on Exhibit "C" attached hereto. There is further reserved in favor of the Declarant or any successor in title to the Declarant in favor of that parcel of land designated as "Phase III" on Exhibit "C-2" hereof a 1 foot easement for an overhang encroachment of a one story concrete storage building presently constructed on the land described as Phase III. This easement shall become null and void and of no force and effect in the event (a) that the structure upon which the roof overhang is a part is totally destroyed; or (b) the condominium is expanded to include Phase III.

DD2

VII. 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.

VIII. CONSENT: The Unit Owners Association of the Condominium joins herein for the purposes of evidencing its consent to the provisions of this Amendment.

IN WITNESS WHEREOF, MANASSAS/BUILDAMERICA EIGHT, INC., a Virginia Corporation, has caused this Instrument to be executed this 29TH day of OCTOBER, 1987.

MANASSAS/BUILDAMERICA EIGHT, INC., a Virginia corporation

By: Douglas D. Etka
Vice President

UNIT OWNERS ASSOCIATION OF BUILDAMERICA EIGHT, A CONDOMINIUM

By: Douglas D. Etka
Its President

STATE OF VIRGINIA
COUNTY OF Fairfax, to-wit:

The foregoing Instrument was acknowledged before me this 29th day of October, 1987, by Douglas D. Etka, V.P. of MANASSAS/BUILDAMERICA EIGHT, INC., a Virginia corporation, on behalf of said Corporation.

Mary Wright
NOTARY PUBLIC

My commission expires: 3/5/91

DDE

STATE OF VIRGINIA
COUNTY OF Fairfax, to-wit:

The foregoing Instrument was acknowledged before me this 29th day of October, 1987, by Douglas D. Fike, President of the Unit Owners Association of BuildAmerica Eight, a Condominium.

Mary C. Wright
NOTARY PUBLIC

My commission expires: 7/5/91

8 42

LARRY N. SCARTZ & ASSOCIATES, INC.
CERTIFIED LAND SURVEYOR

13621 JEFF DAVIS HIGHWAY
WOODBRIDGE, VIRGINIA 22191
WOODBRIDGE 494-8787, 494-4181
STAFFORD 659-2158 METRO 890-4955

January 16, 1987

EXHIBIT "A"

Description of Part of the Property of
BuildAmerica Eight
Brentsville Magisterial District
Prince William County, Virginia

BEGINNING at a point on the westerly right-of-way (R/W) line of New Market Court, said point marking a common corner to Phase III BuildAmerica Eight; thence departing from said R/W line of New Market Court and with the line of Phase III BuildAmerica Eight S75°24'48"W 158.84 ft. to a point marking a corner to Phase I BuildAmerica Eight; thence with the line of Phase I BuildAmerica Eight N14°35'12"W 565.27 ft. to a point in the southerly R/W line of Interstate Route 66; thence with said R/W line S89°09'54"E 154.29 ft. to a point on the arc of a curve to the right having a radius of 931.46 ft.; thence with the arc of said curve to the right 95.14 ft. (a chord of S79°21"00"E 95.10 ft.) to a point; thence departing said R/W line of Interstate Route 66 and through the property of BuildAmerica Eight S14°35"12"E 458.98 ft. to a point in the line of Manassas Econo-Travel Motor Motel Ltd. Partnership; thence with the aforementioned line S74°01'49"W 21.02 ft. to a point in the easterly R/W line of New Market Court; thence across the end of the present dedication of New Market Court S51°37'25"W 60.00 ft. to the point and place of beginning and containing 2.8300 acres of ground 9 DL

EXHIBIT "B"

Unit Number	Approximate Amount of Square Footage	Fractional Undivided Interest in the Elements
1	1,700	1,700/123,346
2	1,700	1,700/123,346
3	1,700	1,700/123,346
4	1,700	1,700/123,346
5	1,700	1,700/123,346
6	1,700	1,700/123,346
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16	1,700	1,700/123,346
17	1,700	1,700/123,346
18	1,700	1,700/123,346
19	1,700	1,700/123,346
20	1,700	1,700/123,346
21	1,700	1,700/123,346
22	1,700	1,700/123,346
23	1,700	1,700/123,346
24	1,700	1,700/123,346
25	1,700	1,700/123,346
26	1,700	1,700/123,346
27	1,700	1,700/123,346
28	1,700	1,700/123,346
29	1,700	1,700/123,346
30	1,700	1,700/123,346
31	1,700	1,700/123,346
32	1,700	1,700/123,346
33	1,700	1,700/123,346
34	1,700	1,700/123,346
35	1,700	1,700/123,346
36	1,700	1,700/123,346
37	1,700	1,700/123,346
38	1,700	1,700/123,346
39	1,700	1,700/123,346
40	1,700	1,700/123,346
41	1,700	1,700/123,346
42	1,700	1,700/123,346
43	1,700	1,700/123,346

JDe

Unit Number	Approximate Amount of Square Footage	Fractional Undivided Interest in the Elements
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48	1,089	1,089/123,346
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52	1,706	1,706/123,346
53	1,706	1,706/123,346
54	1,706	1,706/123,346
54	1,706	1,706/123,346
56	1,706	1,706/123,346
57	1,706	1,706/123,346
58	1,706	1,706/123,346
59	1,706	1,706/123,346
60	1,706	1,706/123,346
61	1,706	1,706/123,346
62	1,706	1,706/123,346
63	1,706	1,706/123,346
64	1,706	1,706/123,346
65	1,706	1,706/123,346
66	1,706	1,706/123,346
67	1,706	1,706/123,346
68	1,706	1,706/123,346
69	1,706	1,706/123,346
70	1,706	1,706/123,346
71	1,706	1,706/123,346
72	1,089	1,089/123,346
73	1,089	1,089/123,346
74	1,089	1,089/123,346
75	1,089	1,089/123,346
76	1,089	1,089/123,346
77	1,089	1,089/123,346

BJE

...ORD	CHORD BEARING
...9.25'	S. 18°34'19" E.
...3.88'	S. 51°14'55" E.
...2.97'	N. 75°19'08" W.
...4.66'	S. 74°43'46" E.
...3.39'	S. 53°10'40" E.
...'00'	S. 62°56'42" E.
....10'	S. 79°21'00" E.
....06'	S. 71°48'12" E.
....25'	S. 84°34'28" E.
...2.44	S. 77°27'08" E.
...2.88	N. 77°07'10" W.
....57'	N. 79°39'05" W.

SURVEYOR'S CERTIFICATE

I, LARRY N. SCARTZ, A DULY CERTIFIED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THIS PLAT LABELED EXHIBIT "C" AND "C-1" IS ACCURATE (WITHIN NORMAL TOLERANCES) AND COMPLIES WITH THE PROVISIONS OF TITLE 55 SECTION 79.58 (a) OF THE CODE OF VIRGINIA CONDOMINIUM ACT, AND THAT THE BUILDINGS AND PHYSICAL IMPROVEMENTS SHOWN HEREON ARE SUBSTANTIALLY COMPLETE (EXCEPT AS NOTED) IN ACCORDANCE THEREWITH.

LARRY N. SCARTZ
CERTIFIED LAND SURVEYOR NO. 1000 & NO. 224 (3B)

ENGINEER'S CERTIFICATE

I, W. HARRY ERVIN, A REGISTERED ENGINEER, HEREBY CERTIFY THAT THESE PLANS, LABELED EXHIBIT "D" ARE ACCURATE (WITHIN NORMAL TOLERANCES) AND COMPLY WITH THE PROVISIONS OF TITLE 55 SECTION 79.58 (b) OF THE CODE OF VIRGINIA CONDOMINIUM ACT, AND THAT THE UNITS SHOWN HEREON ARE SUBSTANTIALLY COMPLETE (EXCEPT AS NOTED) IN ACCORDANCE THEREWITH.

W. HARRY ERVIN
REGISTERED ENGINEER NO. 6451

...TED ON ASSESSMENT
...'S ZONED B-1.
...rica Eight, Inc. IN DEED

...D EASEMENTS.
...AND 90 COMPACT (SEE
...CES IN PHASE I AND
...KING SPACES IN PHASE
...EEN CHANGED.

COMMONWEALTH OF VIRGINIA
W. HARRY ERVIN
CERTIFICATE No.
6451
CERTIFIED PROFESSIONAL ENGINEER

COMMONWEA
LAND S

92 AC.
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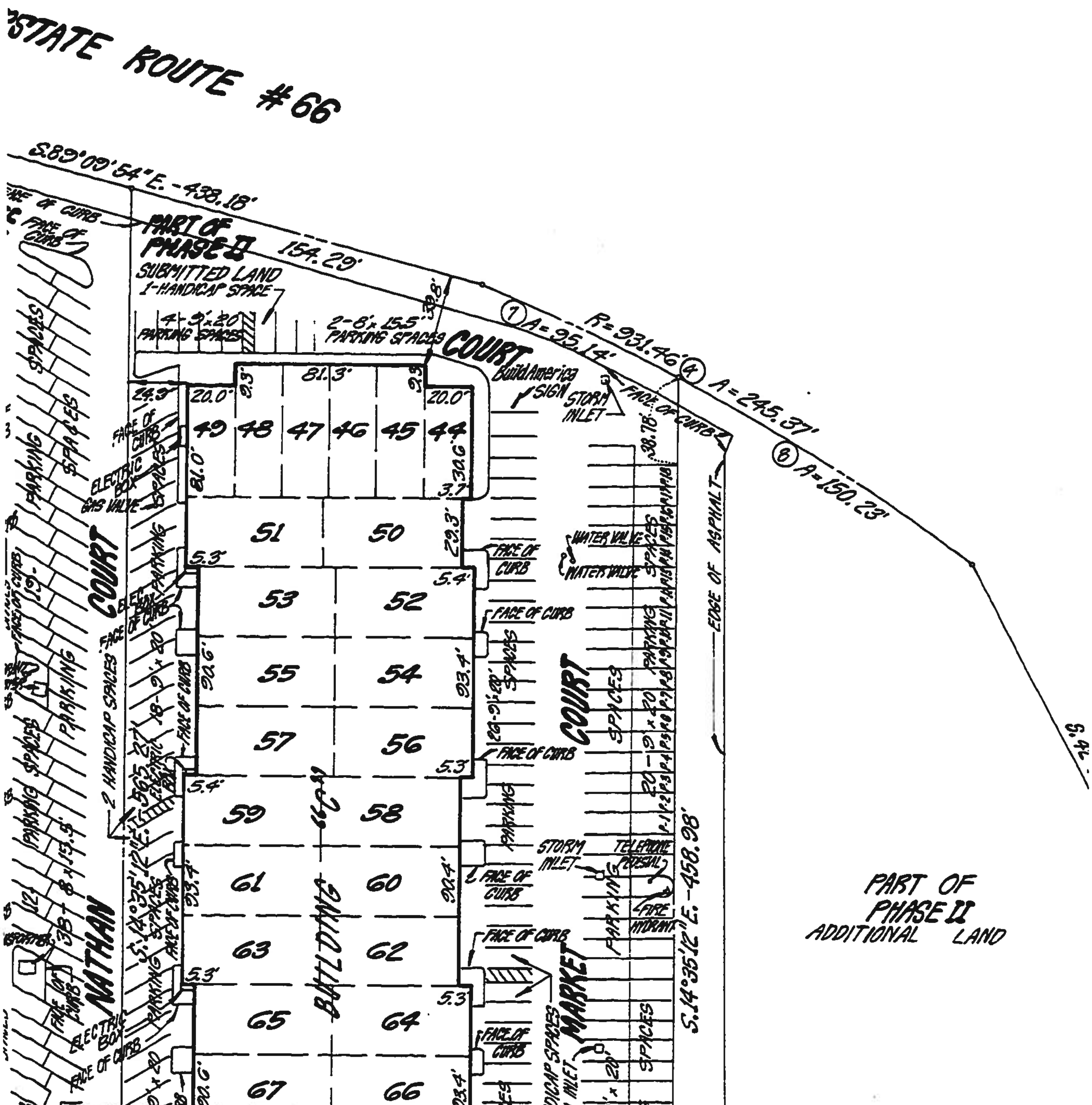

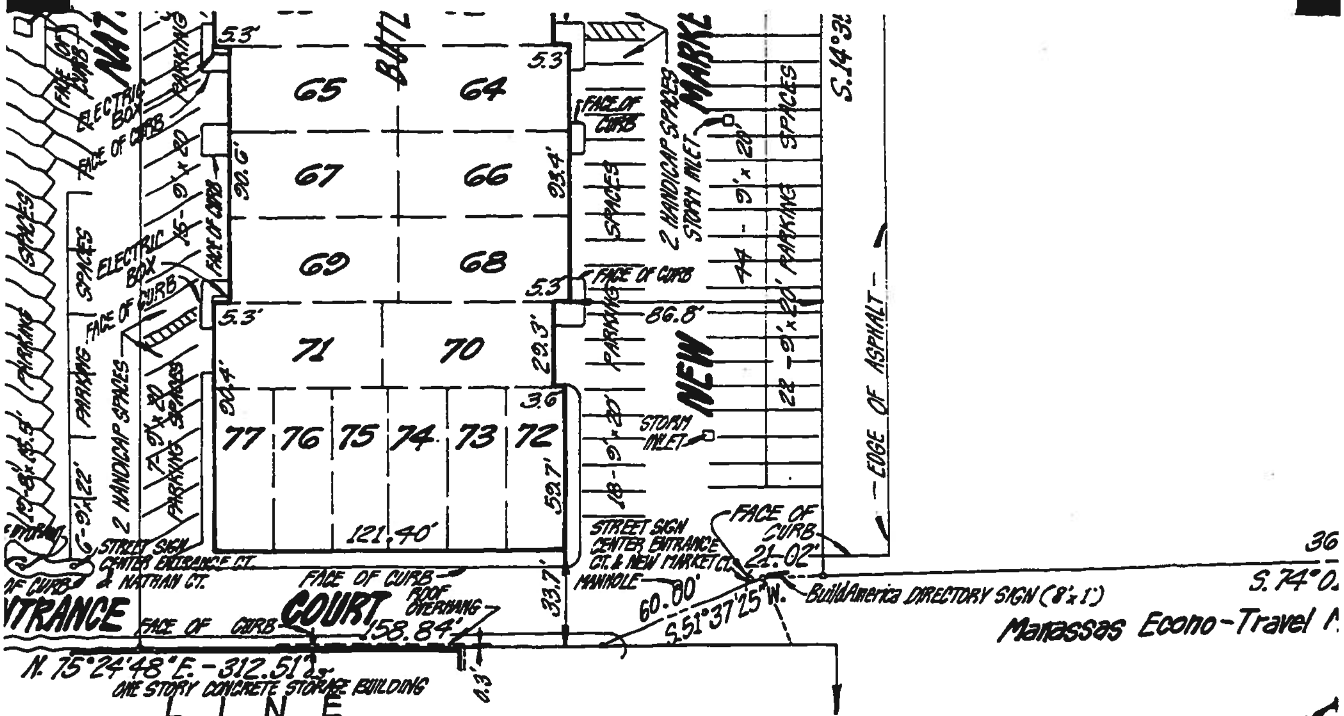

3 OF 8.

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THE INSTRUMENT FILED WITH THIS MAP
IS RECORDED IN DB 1522 PG. 1564

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GRAPHIC SCALE

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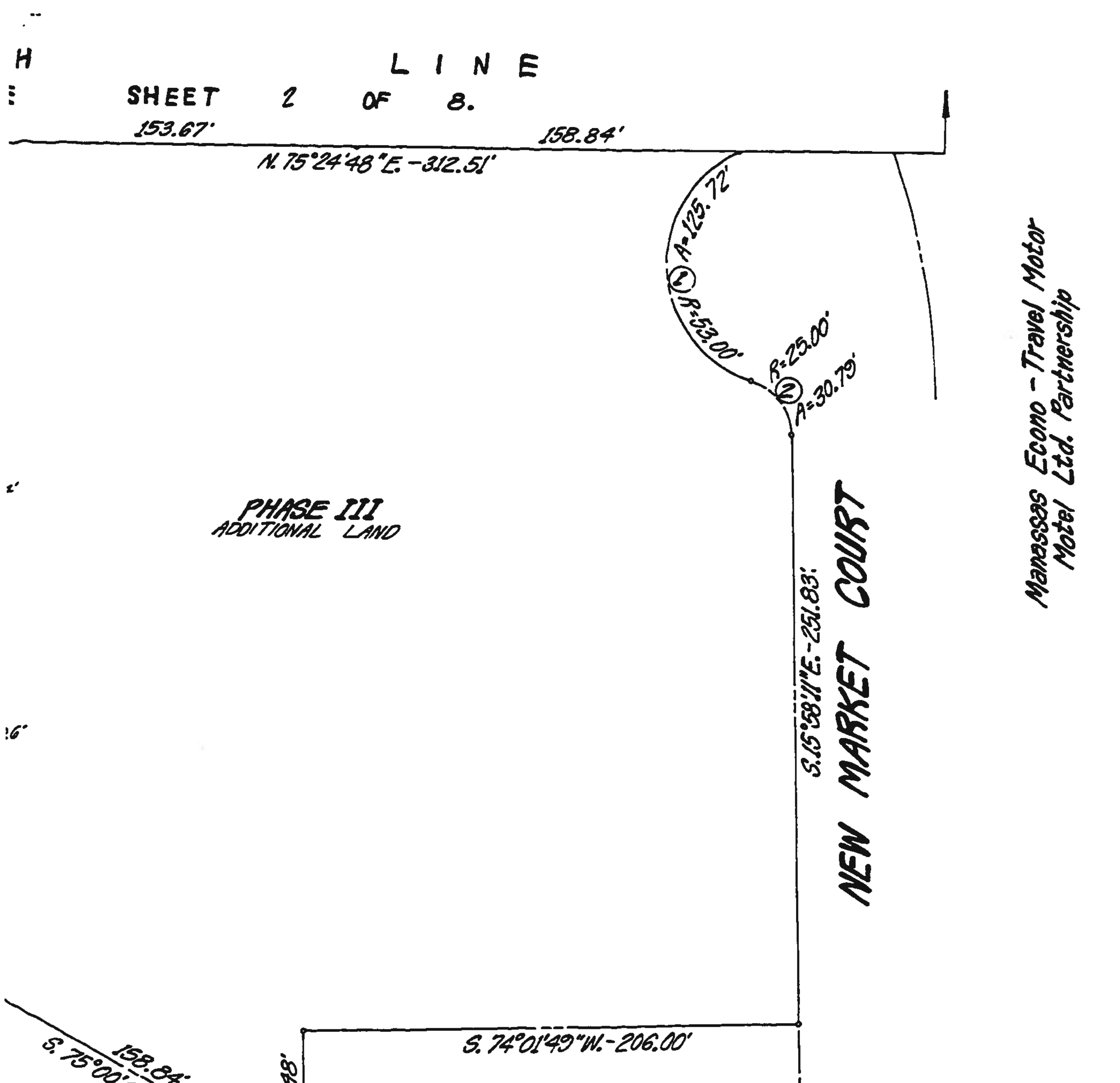

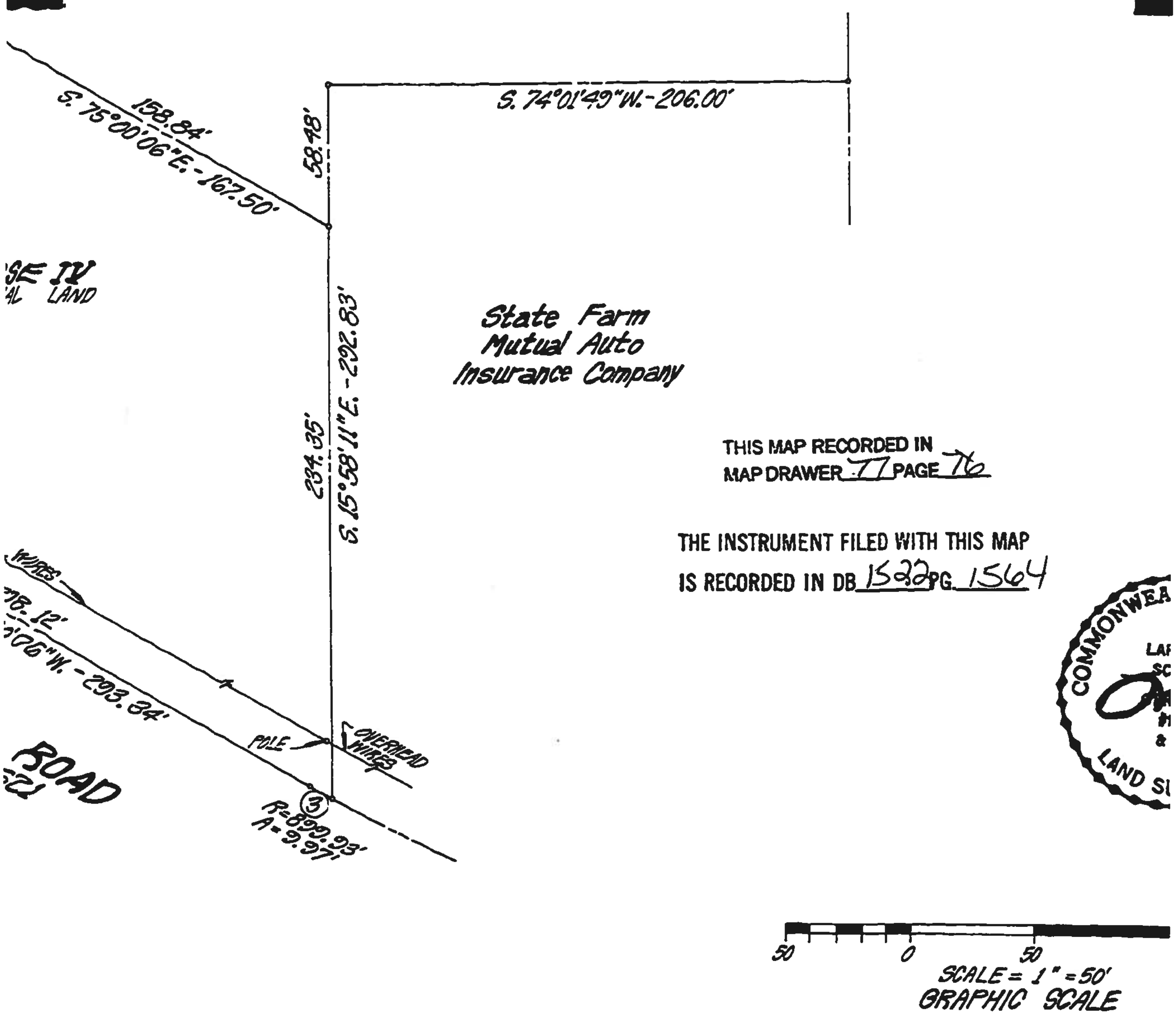

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THE INSTRUMENT FILED WITH THIS MAP
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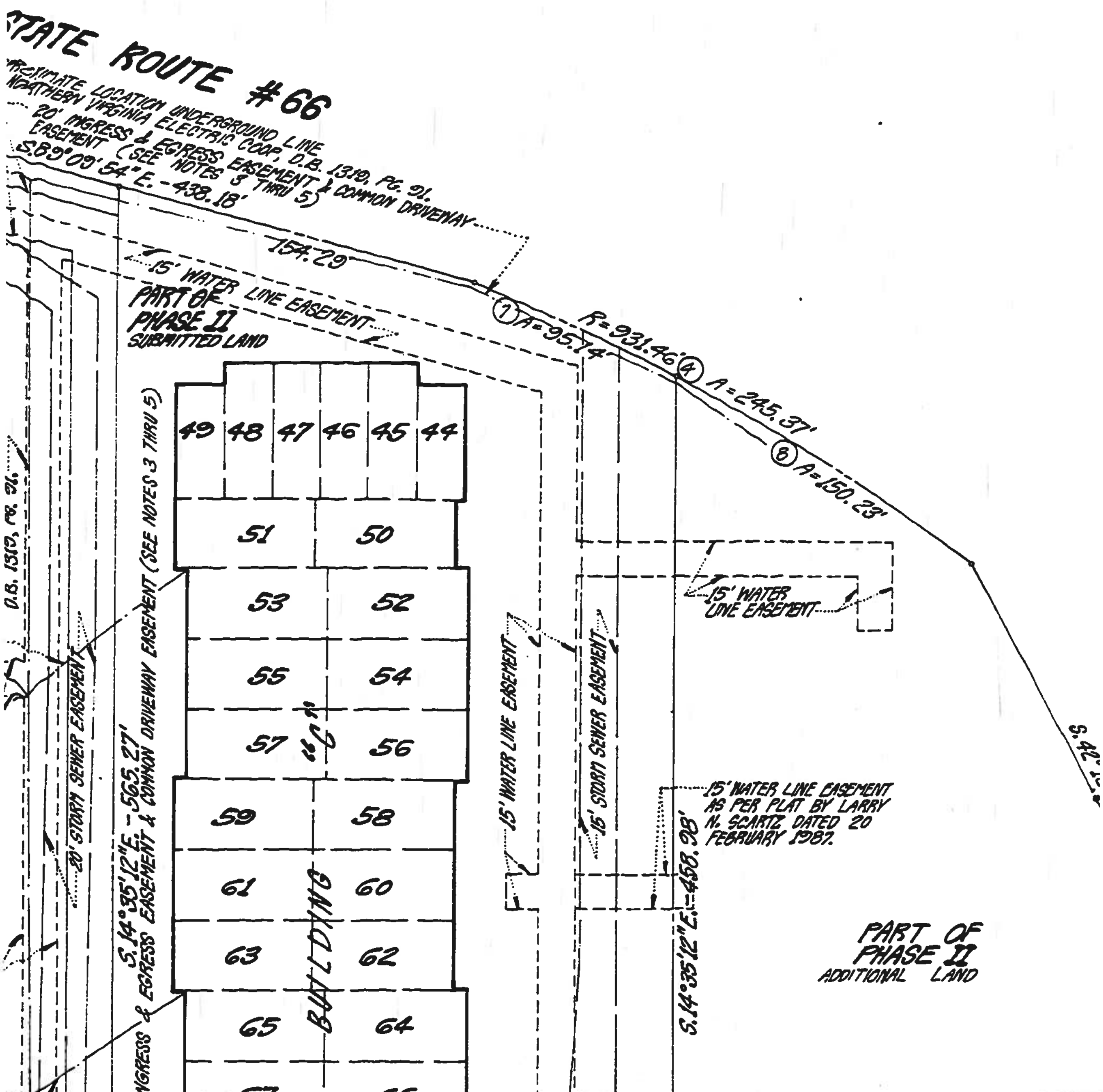
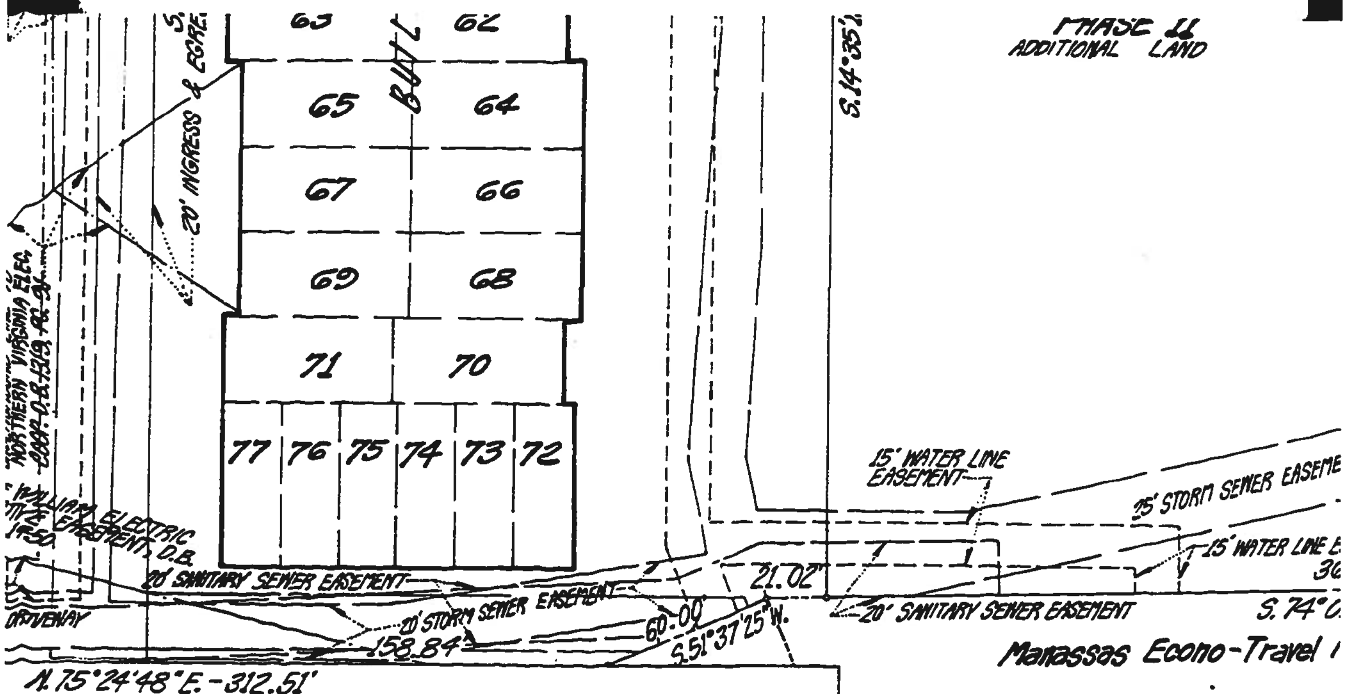

STATE ROUTE #66
APPROXIMATE LOCATION UNDERGROUND LINE NORTHERN VIRGINIA ELECTRIC COOP, D.B. 1310, PG. 91.
20' INGRESS & EGRESS EASEMENT & COMMON DRIVEWAY EASEMENT (SEE NOTES 3 THRU 5)
S.89°09'54"E.-438.18'
154.29'
15' WATER LINE EASEMENT
PART OF PHASE II
SUBMITTED LAND
7 A=95.74'
R=931.46'
4 A=245.37'
8 A=150.23'
49
48
47
46
45
44
51
50
53
52
55
54
57
56
59
58
61
60
63
62
65
64
BUILDING "C"
D.B. 1310, PG. 91.
20' STORM SEWER EASEMENT
S.14°35'12"E.-565.27'
INGRESS & EGRESS EASEMENT & COMMON DRIVEWAY EASEMENT (SEE NOTES 3 THRU 5)
15' WATER LINE EASEMENT
15' STORM SEWER EASEMENT
15' WATER LINE EASEMENT
15' WATER LINE EASEMENT AS PER PLAT BY LARRY N. SCARTZ DATED 20 FEBRUARY 1987.
S.14°35'12"E.-458.98'
PART OF PHASE II
ADDITIONAL LAND



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5 OF 8.

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THE INSTRUMENT FILED WITH THIS MAP
IS RECORDED IN DB 1522 PG. 1564

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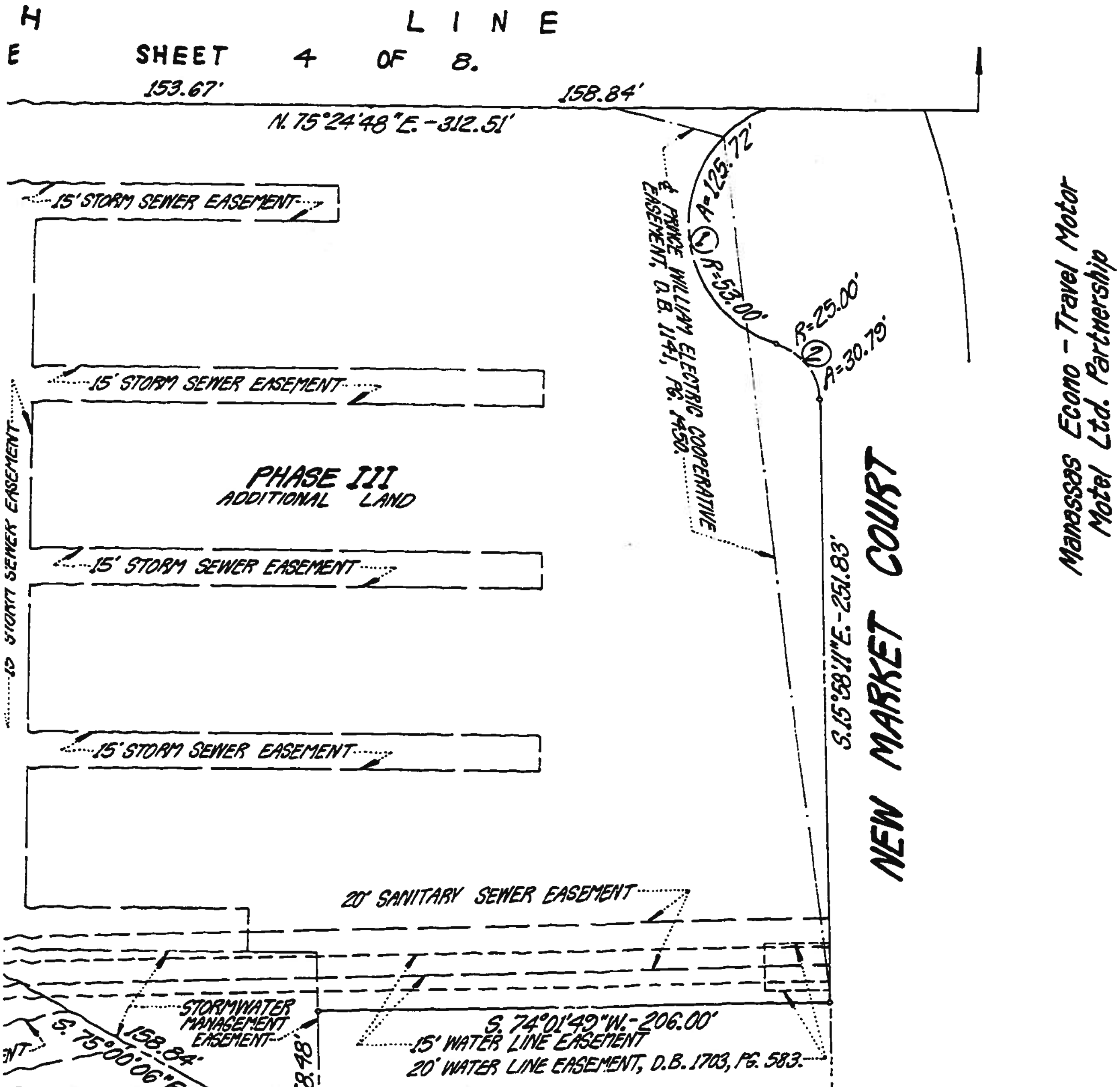
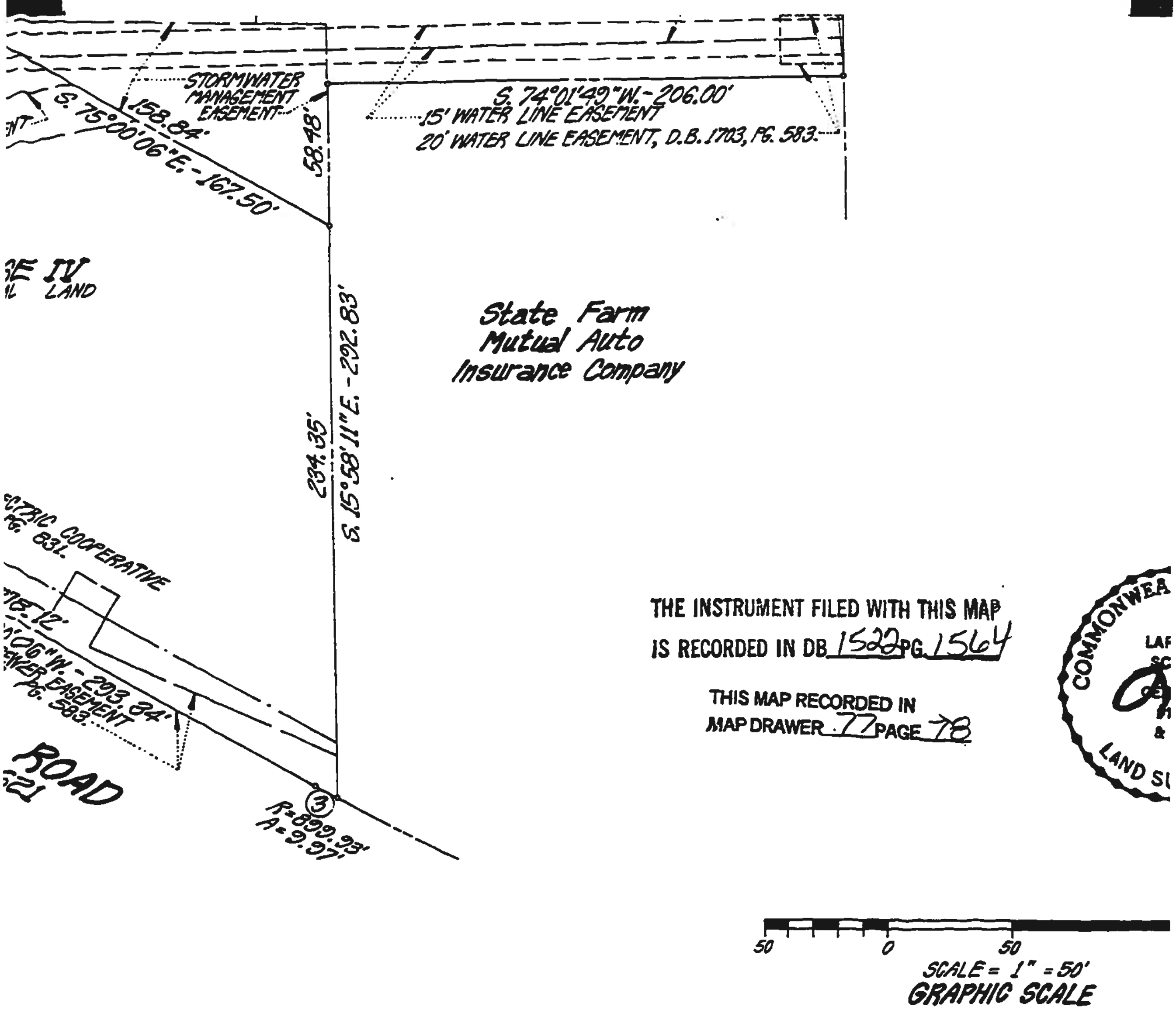
GRAPHIC SCALE


H LINE
E SHEET 4 OF 8.
153.67'
158.84'
N. 75°24'48"E.-312.51'
15' STORM SEWER EASEMENT
15' STORM SEWER EASEMENT
15' STORM SEWER EASEMENT
15' STORM SEWER EASEMENT
15' STORM SEWER EASEMENT
PHASE III
ADDITIONAL LAND
A=125.72'
R=53.00'
R=25.00'
A=30.79'
Prince William Electric Cooperative Easement, D.B. 1141, PG. 1450.
S.15°58'11"E.-251.83'
NEW MARKET COURT
Manassas Econo-Travel Motor Motel Ltd. Partnership
20' SANITARY SEWER EASEMENT
STORMWATER MANAGEMENT EASEMENT
S. 74°01'49"W.-206.00'
15' WATER LINE EASEMENT
20' WATER LINE EASEMENT, D.B. 1703, PG. 583.
S. 75°00'06"E
158.84'



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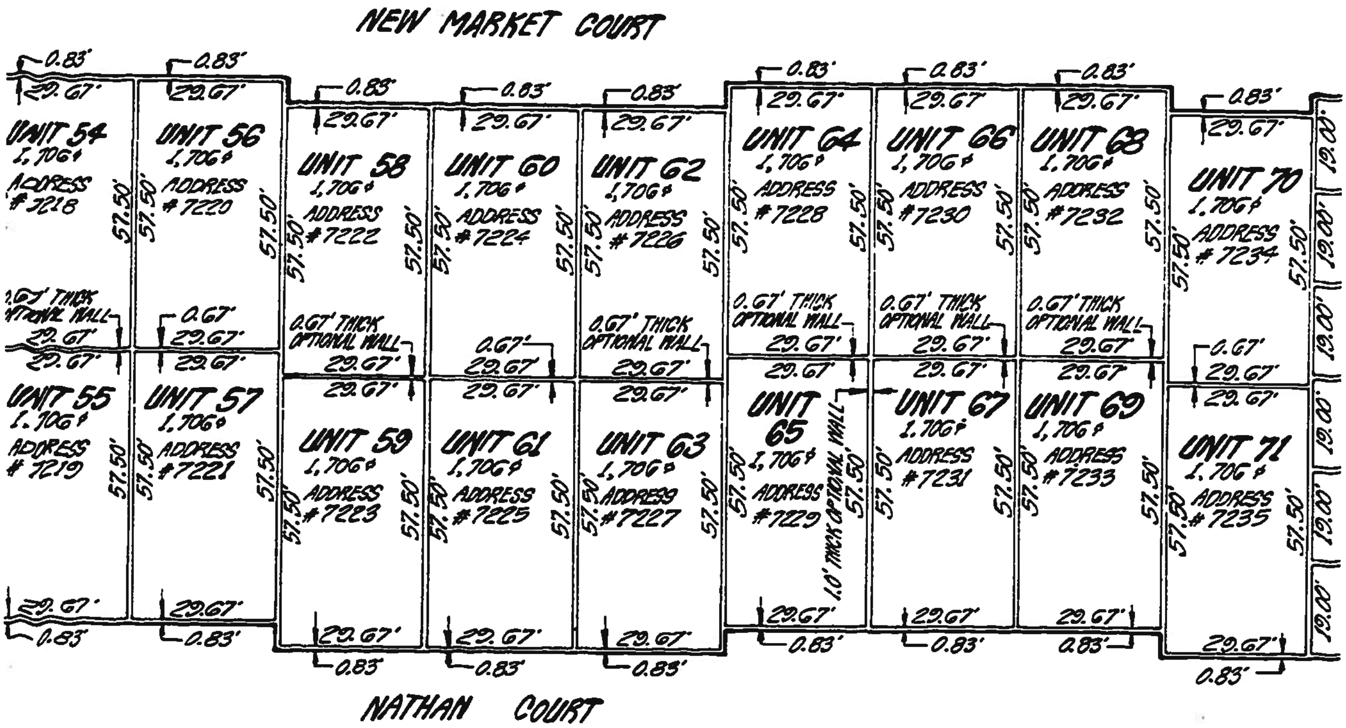

TABLE - ELEVATIONS & DIMENSIONS

UNIT NUMBER	FLOOR ELEVATION	FLOOR TO BOTTOM OF ROOF JOISTS
44, 45, 46, 47, 48, 49	251.84'	16.65'
50, 51	251.84'	16.06'
52, 53, 54, 55, 56, 57	251.13'	16.06'
58, 59, 60, 61, 62, 63	250.51'	16.06'
64, 65, 66, 67, 68, 69	249.82'	16.06'
70, 71	249.17'	16.06'
[illegible]	[illegible]	[illegible]

[illegible]	[illegible]	[illegible]
58, 59, 60, 61, 62, 63	250.51'	16.06'
64, 65, 66, 67, 68, 69	249.82'	16.06'
70, 71	249.17'	16.06'
72, 73, 74, 75, 76, 77	249.17'	16.65'

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IS RECORDED IN DB 1522 PG. 1564

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MAP DRAWER 77 PAGE 79

RE DIMENSIONED OTHERWISE.
ITH THE EXCEPTION OF THOSE

ON U.S.C. & G.S. DATUM.
M & PARGE.

COMMONWEALTH OF
W. HARRY ERVI
CERTIFICATE No.
6451
CERTIFIED PROFESSIONAL

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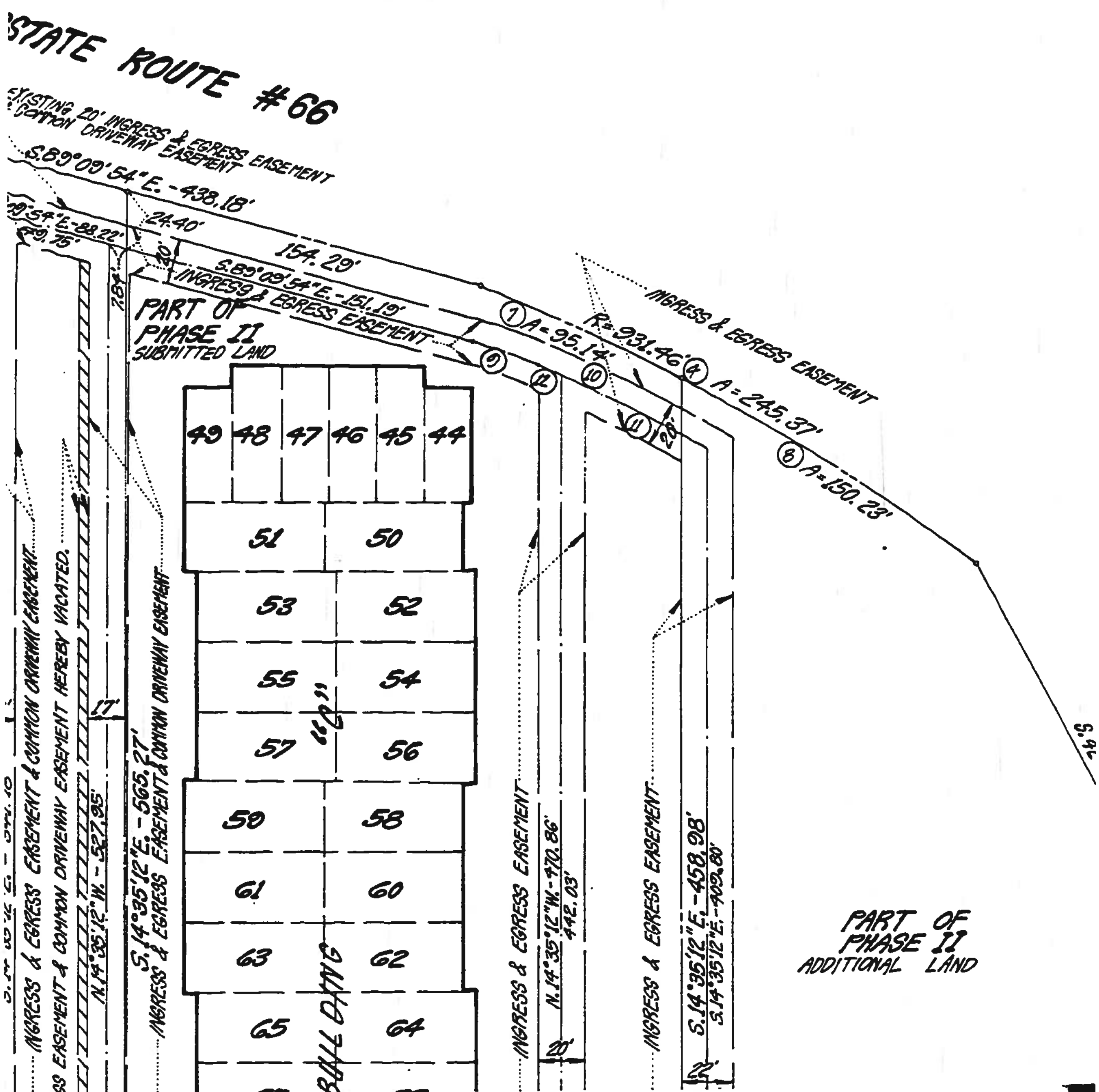
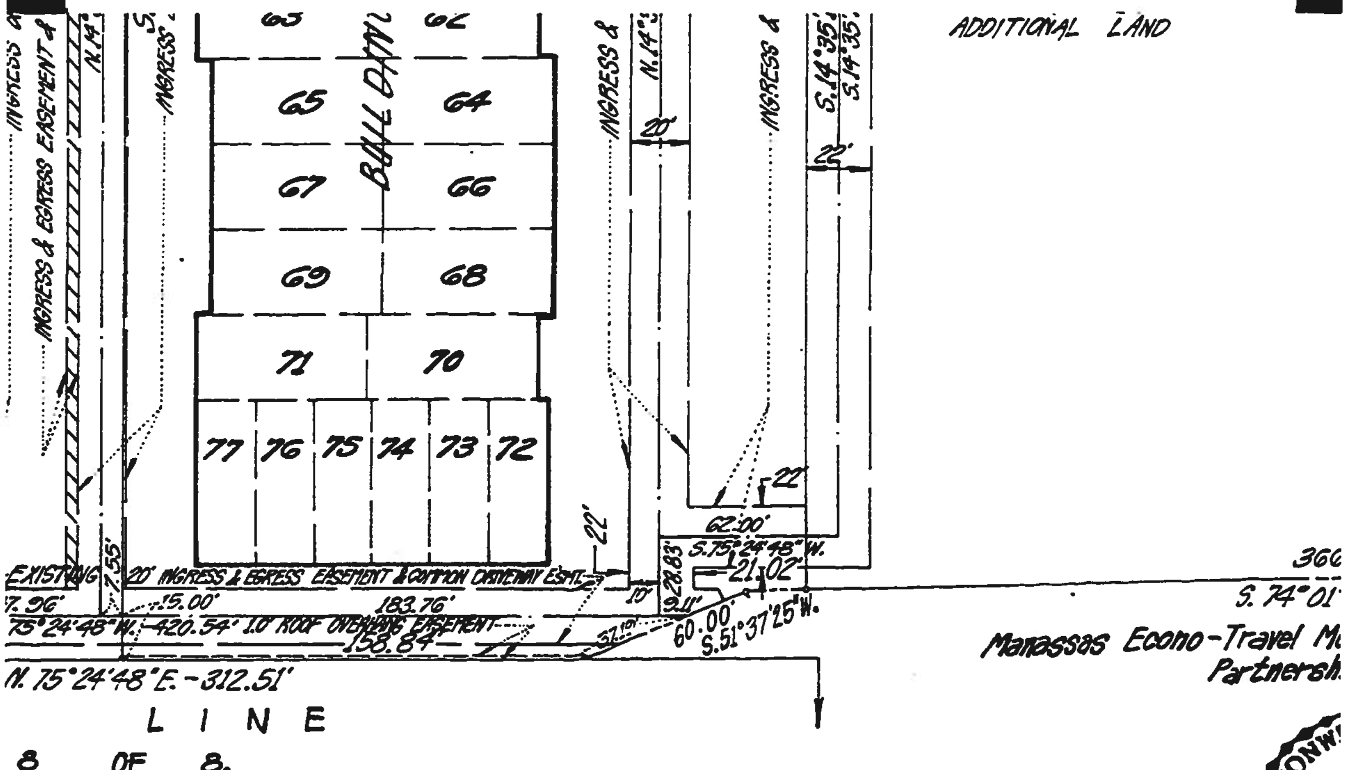
SCALE = 1" = 30'
GRAPHIC SCALE

BK 1522 PG 1583





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IS RECORDED IN DB 1522 PG. 1564

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MAP DRAWER 77 PAGE 80

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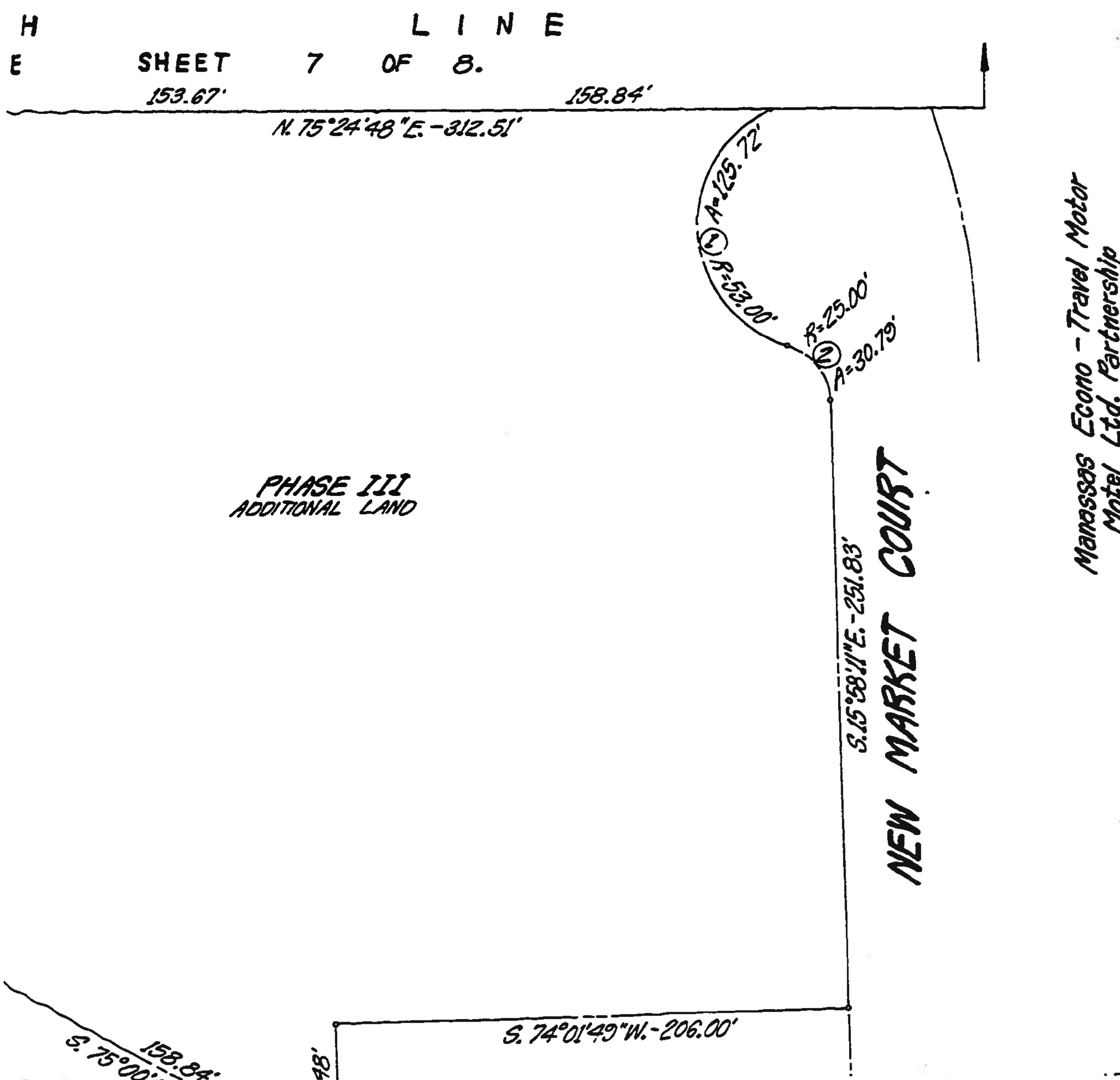
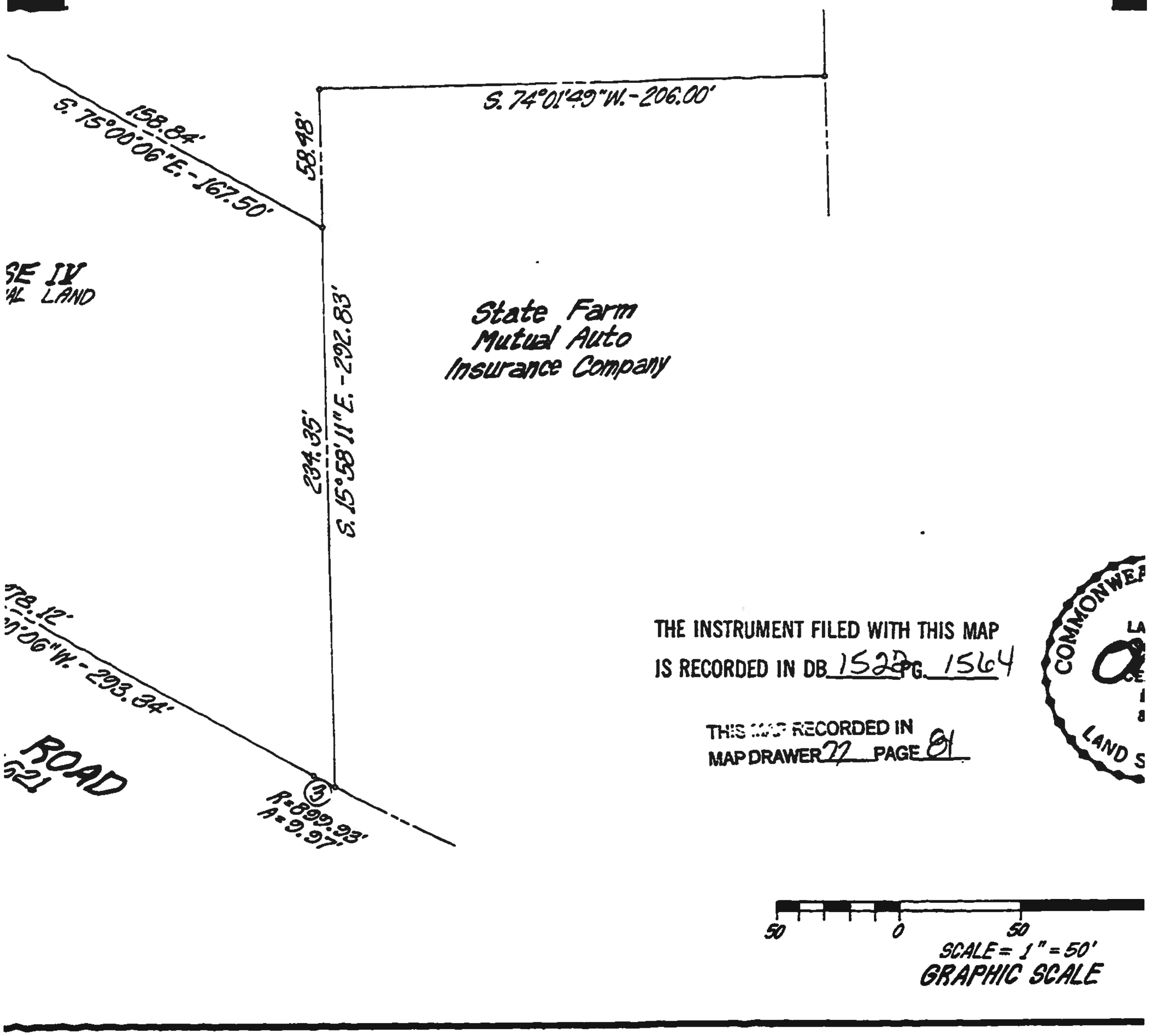
SCALE = 1" = 50'
GRAPHIC SCALE


H LINE
E SHEET 7 OF 8.
153.67'
158.84'
N. 75°24'48"E.-312.51'
1 A=125.72'
R=53.00'
R=25.00'
2 A=30.79'
PHASE III
ADDITIONAL LAND
S.15°58'11"E.-251.83'
NEW MARKET COURT
Manassas Econo-Travel Motor
Motel Ltd. Partnership
S. 74°01'49"W.-206.00'
S. 75°00'
158.84'
98'


S. 74°01'49"W.-206.00'
158.84'
S. 75°00'06"E.-167.50'
58.48'
S. 15°58'11"E.-292.83'
234.35'
State Farm
Mutual Auto
Insurance Company
SE IV
AL LAND
ROAD
621
R=899.93'
A=9.97'
THE INSTRUMENT FILED WITH THIS MAP
IS RECORDED IN DB 1522 PG. 1564
THIS MAP RECORDED IN
MAP DRAWER 77 PAGE 81
COMMONWEA
LAND S
50 0 50
SCALE = 1" = 50'
GRAPHIC SCALE

BK 1522 PG 1587

RECORDED W/CERTIFICATE ANNEXED

87 OCT 29 PM 3:57

PRINCE WILLIAM CO., VA.

TESTE: Charlton Elwell

CLERK

19729 BK1353PG1305

DECLARATION

THIS DECLARATION, made in the County of Prince William, Commonwealth of Virginia, on the 7th day of October, 1985, by MANASSAS/BUILDAMERICA EIGHT, INC., a Virginia corporation (hereinafter referred to as "Declarant"), pursuant to the provision of the Condominium Act of the Code of Virginia.

WHEREAS, Chapter 4.2 of Title 55 of the Code of Virginia [1950], as amended (hereinafter referred to as the "Condominium Act" or "Act"), provides for the creation of condominiums in the Commonwealth of Virginia; and

WHEREAS, the Declarant is the owner in fee of a parcel of land situate in the County of Prince William, Virginia, more particularly described by metes and bounds on Exhibit A, which is attached hereto and made a part of this Declaration, said land being also shown graphically as Phase I on Exhibit B, which is a plat attached hereto and made a part of this Declaration (said land being hereinafter referred to as the "Land"); and

WHEREAS, the Declarant desires and intends by the recordation of this Declaration to submit the Land, together with all the improvements thereon or to be constructed thereon, to the provisions of the Condominium Act.

NOW, THEREFORE, WITNESSETH:

ARTICLE I

A. Submission of the Land: The Declarant hereby establishes a Condominium in accordance with Chapter 4.2 of Title 55 ("Condominium Act") upon the Land described on Exhibit A and shown on Phase I on Exhibit B, both of which are attached hereto. It is the purpose of the Declarant by this Declaration to subdivide and to impose covenants and restrictions as herein described upon the Land, all of which shall run with the Land so that the Land, together with the improvements erected thereon, shall constitute a Condominium as defined in the Condominium Act. The submission of the Land to the Condominium Act is subject to all covenants, conditions, and restrictions now recorded or hereafter to be placed on the record.

B. Name: The name of the Condominium shall be BuildAmerica Eight, a Condominium.

C. Identification of and Description of the Boundaries of the Units:

1. The Condominium consists of the Land plus two (2) structures ("Structures"), which contains a total of forty-three (43) Condominium Units (hereinafter referred to as a "Unit" or "Units") and all Common Elements appurtenant thereto. All Units shall be and hereby are limited to "non-residential" uses as that phrase is used in the Condominium Act. For the purpose of identification, all Units are given identifying numbers from one (1) to forty-three (43) as shown on Exhibit B-1, which, together with Exhibit B depicts the location of all Units, and the Common Elements of the Condominium and which Exhibits B and B-1 are attached hereto and made a part hereof. Every Unit bears an identifying number as shown on Exhibit B-1 and no Unit bears the same identifying number as any other Unit.

2. Unit Boundaries: Each Unit shall include that part of the Condominium which lies within the following boundaries as shown on Exhibits B-2 and C:

a. Upper and Lower Boundaries: The upper and lower boundaries of each Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(i) Upper Boundary: The horizontal plane formed by the bottom of the roof joists or ceiling joists as shown on Exhibit B-2.

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

THIS MAP RECORDED IN MAP DRAWER 62 PAGE 51

Return To: BuildAmerica P.O. Box 447 Springfield, VA 22151

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b. Perimetrical Boundaries: The perimetrical boundaries of each Unit shall be the vertical plane, which includes the innermost surface of the unfinished masonry on all walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries. The Unit Owner of the Unit shall be deemed to own the walls and partitions which are within the Unit, and also shall be deemed to own the windows and all exterior doors to the Unit.

c. Exclusions from and Extension of Ownership: Each Unit Owner shall be deemed not to own the paint and other exterior finishes on the outside of the entrance doors, nor on the outside of any windows in the Unit; and further, not to own any pipes, wires, conduits, or other public utility lines, ventilation or other ducts, bearing walls or structural portions of the structure, nor stairways or landings running through or inside his Unit which are used by or serve another Unit. Where there are items such as pipes, wires, conduits, or other public utility lines, ventilation or other ducts, air conditioning or other equipment (which items serve only the Unit), such items shall be deemed to be owned by the Unit Owner of the Unit and the boundaries of such Unit shall be extended to include such items or areas.

d. Unit boundaries may be relocated in accordance with Section 55-79.69 of the Act.

e. Units may be subdivided in accordance with Section 55-79.70 of the Act.

D. Limited Common Elements: The Condominium contains no Limited Common Elements.

E. Common Elements:

1. The Common Elements of the Condominium consist of the entire Condominium (including all parts of the Structure) not included above as a part of the Units, including, without limitation, the following:

a. All foundations and load bearing interior walls;

b. All exterior walls of the Structure, all walls separating Units, and all concrete floors and concrete or metal deck ceilings;

c. All roofs and other areas used in connection therewith, and all landscaped, parking and driveway areas;

d. All central and appurtenant installations for services such as electricity, telephone, gas, and water;

e. All tanks, pumps, motors, fans, compressors and control or other equipment, if any, to be used in common;

f. All sewer lines;

g. All fascia signs, time clocks, and appurtenances thereto;

h. All Units which may hereafter be acquired and held by the Unit Owners Association on behalf of all Unit Owners; and

i. All other parts of the Condominium and all apparatus and installations existing in the Structure or on the Land for common use or necessary or convenient to the existence, maintenance or safety of the Condominium which are not specifically made a part of a Unit by the terms of this Declaration.

ARTICLE II

A. Ownership and Use of the Common Elements:

1. Each owner of a Unit shall have a one-forty-third (1/43) undivided interest in the Common Elements.

a. The percentages of ownership of the Common Elements shall remain unaffected by the purchase price of the Units, or their locations.

b. The use of the Common Elements shall be limited to owners of Units, their officers, directors, and employees, and to their customers, suppliers, guests, invitees, and licensees.

c. The Common Elements shall remain undivided and no Unit Owner may bring any action for partition or division of the Common Elements.

d. The undivided interest in the Common Elements shall not be separated from the Unit and shall be deemed to be conveyed or encumbered with the Unit, even though such interest is not expressly mentioned or described in the document of conveyance or encumbrance.

e. The use of the Common Elements shall be governed by the Unit Owners Association Bylaws attached hereto as Exhibit D, and as they may hereafter be amended, and by the Rules and Regulations adopted by the Unit Owners Association.

f. The cost of operation, maintenance, repair or replacement of the Common Elements shall be paid by the Unit Owners Association and shall be borne among the Unit Owners in proportion to their ownership interest in the Common Elements and shall be treated as a Common Expense of the Unit Owners Association unless the same shall be caused by the negligence or deliberate act of the individual Unit Owner or other person having his actual or implied consent or permission, in which case expenses of operation, maintenance, repair or replacement relating to such Common Elements shall be borne by and assessed against the individual Unit Owner.

g. The Unit Owners Association may suspend or limit the right of any Unit Owner or other person to use any part of the Common Elements upon the failure of such Unit Owner or other person to observe all Bylaws or Rules and Regulations governing the use of the Common Elements. Any such suspension or limitation, however, shall not deny the right of any Unit Owner to access to his Unit.

B. <u>Liability for Assessments</u>:

1. No Unit Owner may exempt himself from liability for assessments to his Unit for the cost of the maintenance and operation of the Common Elements by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit. Each Unit Owner shall be personally liable for any assessment against that Unit.

2. The assessments imposed by the Unit Owners Association in accordance with the provisions of its Bylaws for the maintenance and operation of the Common Elements and all other proper purposes shall constitute a lien upon each of the Units superior to all other liens, other than liens of real estate taxes and liens for first trust or first mortgage financing by an institutional lender as defined by the Act. This lien shall be a lien on the real estate subordinate to real estate taxes and such first deeds of trust or first mortgages, but will be fully assessed against the real estate and will be enforceable in a court of competent jurisdiction as prescribed in the Act. In addition, except when the Unit is acquired directly from the Declarant, each Unit Owner shall be personally liable for all such assessments imposed by the Unit Owners Association which may be due but unpaid at the time he acquires a Unit. The Declarant shall be solely liable for the Declarant's proportionate share of all such assessments due and unpaid at the time the Declarant transfers a Unit.

ARTICLE III

A. <u>Administration</u>: The administration of the Condominium shall be conducted in accordance with the provisions of this Declaration and the Bylaws of the Unit Owners Association. Every owner of a Unit shall automatically become a member of the Unit Owners Association and shall remain a member of such Association until such time as his ownership ceases for any reason, at which time his membership in said Association shall automatically cease. Other than as an incident to a lawful transfer of the title to a Unit, membership in the Unit Owners Association shall be non-transferable and any attempt to transfer the same shall be null and void.

B. Persons Subject to Declaration, Bylaws, 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 Bylaws, and such Rules and Regulations as shall from time to time be promulgated. 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 Bylaws, and the 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 IV

A. Encroachments: If any portion of the Common Elements encroaches upon any Unit, or if any Unit encroaches upon any other Unit or upon any portion of the Common Elements, as a result of alteration or refurbishing of the Common Elements or of one or more Units made by or with the consent of the Unit Owners Association, a valid easement for the encroachment and for the maintenance of the same shall exist as long as the Structure stands. In the event any Structure, Unit, or Common Element shall be partially or totally destroyed as a result of fire or other casualty, or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the Common Elements upon any Unit, or of any Unit upon any other Unit or upon any portion of the Common Elements, due to such rebuilding, shall be permitted, and valid easement for such encroachments and the maintenance thereof shall exist so long as the Structure shall stand.

B. Easements: There are reserved easements through each of the Units for the benefit of any adjoining or other Unit contained in the Condominium as may be required for the installation, existence, repair and maintenance of all structure elements of the Structure in which the Unit is located, for any television and radio antenna distribution system, for electrical lines and conduits, heating and ventilating ducts, water lines, drain pipes and other appurtenances to all other utility systems in order to adequately serve each of such Units. Such easements through a Unit shall be according to the plans and specifications for the Condominium, or as the Condominium shall be constructed, unless a variance for the same is approved in writing by the Unit Owners subject to such easement. The aforesaid easement shall be in addition to all other easements contained herein.

C. Every Unit Owner shall have a perpetual easement for support and a perpetual easement in, upon, through and over any portion of the Condominium to keep, maintain, use, repair and replace his Unit, in its original position, and in every subsequent position to which it changes, by reason of the gradual forces of nature and the elements, whether such subsequent position be, in whole or in part, adjacent, subjacent, or superjacent to the original position. Every Unit Owner shall have a perpetual easement in every portion of the Condominium for the installation, maintenance and repair of any pipe, cable, wire, other conduit of liquids or energy, supplying water, sewage, telephone, radio, television, electricity, heat, steam or other similar service to the Unit owned by him, according to the plans and specifications of the Condominiums and subject to the provision that the work of installation or repair shall be performed by the Unit Owners Association or the agent of said Association or other person to whom the Association has delegated such authority, and further subject to the provisions set forth in the Bylaws attached hereto.

D. In interpreting any or all of the provisions of this Declaration or the Schedules or Exhibits attached hereto, subsequent deeds and mortgages to individual Units and other related documents, the actual location of the Unit shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered, notwithstanding the fact that any minor variations in

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location do now or shall exist and a valid easement for such variations and for the maintenance thereof does and shall exist.

E. The Declarant, its agents, its successors, or assigns, or the Unit Owners Association or its agent when it takes over operation and maintenance of the Condominium, shall have the right to enter any Unit when necessary to carry out any repair, maintenance or construction for which the Unit Owners Association is responsible or for which any Unit Owner is responsible and has not completed after appropriate notice from the Unit Owners Association. Except in emergencies, the entry by the Declarant or the Unit Owners Association shall be made with as little inconvenience to the Unit Owner as practicable. Any damage caused during any entry shall be repaired at the expense of the Unit Owners Association, unless the entry is made to perform any obligation for which the Unit Owner is responsible, in which event the entry and all work done shall be done at the risk and expense of the Unit Owner.

F. To the extent permitted by law, the Unit Owners Association, when authorized pursuant to the Bylaws, may grant easements, relocate and vacate easements for the installation of utilities, improvement of the Condominium and similar purposes. No easement hereafter granted or relocated shall affect or impair the rights of existing mortgagees who have not consented to the same in writing.

G. The Declarant shall have the right, prior to the termination of maximum time permitted for the Declarant control period for an expandable condominium under Section 55-79.74(a) of The Condominium Act, to grant and reserve easements and rights-of-way through, under, over and across the Condominium for access amd 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.

H. 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 any Units owned or leased by the Declarant (not to exceed fifteen (15) in number), as models, management offices, sales offices 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 restrict the use of certain Common Element parking spaces for sales purposes and to use such spaces for sales purposes. Further, the Declarant shall have the right to erect temporary offices on certain Common Element parking spaces for models, sales, management, customer service and similar purposes. In addition, there shall be reserved in favor of the Declarant, its agents and prospective Unit Purchasers and/or renters the right of ingress to, egress from, and other uses of the Property for the purposes of Declarant's sales or rentals. The reservation of this easement to facilitate sales is expressly applicable to the 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.

I. There is reserved to the Declarant and/or its successors, such easements over, across and under the Land and Additional Land for the purposes of ingress, egress to and construction, installation and maintenance 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 normal operation of improvements located on any portion of the Additional Lane which may not be added or added and subsequently withdrawn from the Condominium.

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

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

L. 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 repairs, alterations, renovations, restoration, removal or rehabilitation of 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.

M. Exhibits B-1, C and E which are attached hereto and made a part hereof, graphically depict the location and dimensions of all easements appurtenant to the Land which are necessary for the use and enjoyment of the Units and Common Elements.

ARTICLE V

A. The Unit Owners Association shall be required to obtain and maintain, to the extent obtainable, the following:

1. Fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring the entire Condominium (including all of the Units, but not including machinery, fixtures, furniture, furnishings or other personal property supplied or installed by Unit Owners), and governing the interests of the Condominium, the Unit Owners Association and all Unit Owners and their mortgagees, as their interests may appear, in an amount equal to the full replacement value of the Condominium (excluding the Land, foundations and other items normally excluded from coverage), without deduction for depreciation; each of said policies shall contain a standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Unit Owners Association or the Insurance Trustee as hereinafter set forth; provided, however, that no payment of insurance proceeds shall be payable to mortgagees of Units unless the Unit Owners Association does not duly and promptly resolve to proceed with the repair or restoration of the Condominium in accordance with the provisions of paragraph I of this Article;

2. Workmen's compensation insurance to the extent required by law;

3. A comprehensive policy of public liability insurance, which policy limit shall be at least ONE MILLION DOLLARS ($1,000,000), covering all claims for bodily injury or property damage arising out of a single occurrence. Coverage shall include, but not be limited to, legal liability, liability for property of others, hired automobile, non-owned automobile, and any and all other liability arising out of or incident to the ownership and/or use of the Condominium or any portion thereof, and such other risks as shall customarily be covered with respect to projects similar in construction, location and use. All such policies shall include a "Severability of Interest Endorsement" or equivalent coverage which would preclude the company from denying the claim of a Unit Owner because of the negligent acts of the Unit Owners Association or another Unit Owner; and

4. Such other insurance as the Unit Owners Association may determine is necessary.

B. The premiums for the insurance coverage shall be a Common Expense.

C. The Unit Owners Association, or its designee, shall have the exclusive authority to adjust losses under the said insurance policies.

D. In no event shall the insurance coverage obtained and maintained by the Unit Owners Association pursuant to the requirements of this Article be brought into contribution with insurance purchased by individual Unit Owners, or their mortgagees.

E. Each Unit Owner may obtain additional insurance at his own expense upon his Unit, provided that no Unit Owner shall maintain insurance coverage which will tend to decrease the amount which the Unit Owners Association may realize under any insurance policy which it may have in force on the Condominium at any particular time.

F. All policies shall provide that such policies may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' prior written notice to any and all insureds named thereon, including any and all mortgagees of the Units, or any lending institution or insurer which may make mortgage loans or purchase or insure a substantial number of notes secured by deeds of trust on Units in the Condominium.

G. The amounts of insurance required under this Article shall be redetermined at least annually by the Unit Owners Association.

H. The Unit Owners Association, acting through its Board of Directors, shall appoint an Insurance Trustee who shall be deemed trustee of the interest of all named insureds under policies of insurance purchased and maintained by the Unit Owners Association. The Board is hereby granted the authority to negotiate loss settlements with the appropriate insurance carriers. The President or Vice-President of the Association shall sign loss claim form(s) and release form(s) in connection with the settlement of any loss claim, and such signatures shall be binding on all the named insureds. The Unit Owners Association shall be responsible for the fees and expenses of the Insurance Trustee, which shall constitute a Common Expense of the Condominium.

I. Except as otherwise provided in this Declaration, in the event of any destruction of any portion of the Condominium, it shall be the duty of the Association to restore and repair the same to its former condition. The Unit Owners Association, acting through its Board of Directors, shall be obligated to commence the work of repairing or reconstructing the Unit within sixty (60) days from the date of the damage or destruction, unless unable to do so due to causes beyond its reasonable control. The proceeds of any insurance maintained pursuant to this Article for reconstruction or repair of the Common Elements shall be used for such purpose(s) as provided herein. The Common Elements shall be reconstructed or rebuilt substantially in accordance with the Condominium Plan and the original construction plans and specifications. For the purposes of this paragraph, Common Elements will be interpreted to include all construction originally shown on the plans and specifications. In order to assure full restoration or repair of the damaged portions of the Common Elements in a workmanlike manner, free and clear of any mechanic's and materialmen's liens and any encumbrances, liens, claims or charges, the payment of the proceeds of insurance shall be made as the work progresses and at such time(s) as the Insurance Trustee has received certification that the work for which payment is requested has been completed or stored on site. If the amount available from the proceeds of such insurance policies for such restoration and repair is less than the cost of restoration and repair, a Reconstruction Assessment of all of the Owners shall be levied by the Board of Directors to provide the balance of the necessary funds for such reconstruction, over and above the amount of any insurance proceeds available for such purpose. If the amount available from the proceeds of such insurance policies for such restoration and repair is more than the cost of restoration and repair, any such excess shall be retained by the Unit Owners Association in a separate reserve to be available to the Unit Owners Association for any future repairs or major maintenance that may from time to time be deemed required or advisable by the Board of Directors.

J. If any portion of the Condominium having a value of less than two-thirds (2/3) of the then replacement cost of the Condominium shall be

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damaged by fire or any other disaster, then the Condominium shall be rebuilt or repaired. If any portion of the Condominium having a value of two-thirds (2/3) or more of the then replacement cost of the Condominium shall be damaged by fire or any other disaster, then within sixty (60) days of the occurrence of such destruction or damage, the Board of Directors shall call a special meeting of the Association for the purpose of determining whether to reconstruct or repair the damaged or destroyed portion of the Condominium or, in the alternative, to terminate the Condominium and remove the property from the provisions of the Condominium Act. An affirmative vote of eighty percent (80%) of the Unit Owners not to reconstruct or repair the damaged or destroyed Units shall have the effect of termination upon the recordation of an instrument evidencing this determination as provided in Article X, paragraph A, of this Declaration. In the event a determination is not made within sixty (60) days of the date of the damage or destruction of two-thirds (2/3) or more of the then replacement cost of the Condominium to reconstruct or terminate, all damaged or destroyed Units must be repaired or reconstructed. In the event the Condominium regime is terminated, the Property shall be subject to an action for partition at the suit of any Unit Owner or Mortgagee of any Condominium Unit, in which event the net proceeds of sale and the insurance policies, if any, shall be considered as one fund and distributed by the Insurance Trustee among all the Unit Owners in proportion to their respective Percentage Interests, after first paying out of the share of each Unit Owner, to the extent sufficient for this purpose, the amount of any unpaid liens on such Unit Owner's Condominium Unit, in the order of the priority of such liens. Until the execution of judgment partitioning the Property, each Unit Owner, and his or her heirs, successors or assigns, shall have an exclusive right of occupancy of that part of the Property which formerly constituted his or her Unit.

ARTICLE VI

A. Subject to the provisions of the Act, payment for the taking of a portion of a Unit (when such Unit is reduced but tenantable) or the taking of a portion of the Common Elements by eminent domain or the conveyance under threat thereof shall be deemed to be proceeds from insurance and shall be deposited with the Insurance Trustee. The Unit Owners Association, or its designee, shall have the exclusive authority to negotiate on behalf of the Unit Owner or the Unit Owners the settlement of any action of eminent domain involving the Condominium. Even though the award may be payable to a Unit Owner, every such Unit Owner shall deposit the award with the Insurance Trustee, and in the event of failure to do so (except by order of court) in the discretion of the Unit Owners Association, a special assessment may be made against a defaulting Unit Owner in the amount of his award, and the amount of such award shall be set off against the sums hereinafter made payable to such Unit Owner. The proceeds of the award shall be distributed or used in the manner provided for insurance proceeds in Article V, paragraph I, to accomplish the following purposes:

1. <u>If the Unit is Reduced but Tenantable</u>: If the Unit taking reduces the size of the Unit, and the remaining portion of the Unit can be made tenantable, the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

a. The Unit shall be made tenantable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against that Unit Owner.

b. In the event the amount of the award exceeds the cost of the work, the balance shall be distributed to the Unit Owner.

c. If the taking reduces the size of the Unit, the shares in the Common Elements of all Unit Owners and the liability for Common Expenses shall be recomputed, and adjusted, and the percentage assessment against the Unit Owner of the Unit (a portion of which was taken) for the Common Expenses and share in the Common Elements shall be adjusted in accordance with the provisions of the Act.

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2. If a Portion of the Common Elements is Taken:

a. If a portion of the Common Elements is taken, the award therefor shall be used to reconstruct such Common Elements. If the cost of such reconstruction exceeds the amount of the award, the additional funds required shall constitute a Common Expense.

b. If reconstruction is impossible, or if disapproved by vote of Unit Owners holding at least eighty percent (80%) of the interest in the Common Elements, the award shall be distributed in accordance with Section 55-79.44(a) of the Act.

B. Unit Made Untenantable: If the taking destroys or so reduces the size of a Unit that it cannot be made tenantable, adjustments of interests and distributions of awards for the taking of the Unit shall be made pursuant to Section 55-79.44(b) and (d) of the Act.

ARTICLE VII

A. Rights of Mortgagees and Trustees: Bona fide first mortgagees holding first mortgages secured by any Unit within the Condominium shall be entitled to the following rights, provided that such mortgagees shall have notified the Unit Owners Association of the fact that they hold such a first mortgage. For the purposes of this Declaration, all Trustees for the benefit of holders of notes secured by first Deeds of Trust given on any one or more of the Units shall be entitled to the same rights as first mortgagees and any reference herein to first mortgagees shall apply likewise to such Trustees.

1. The holder of any first mortgage is entitled to a written notification from the Unit Owners Association at least thirty (30) days prior to the effective date of any change in the condominium instruments and any change of the management agent (not including changes in employees of any corporate manager) of the Condominium.

2. The holder of any first mortgage shall be given written notification by the Unit Owners Association of any default by the mortgagor of such Unit in the performance of such mortgagor's obligation under the condominium instruments which is not cured within thirty (30) days.

3. The holder of any first mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (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 Units, including the mortgaged Unit).

4. Unless the holders of two-thirds (2/3) of all first mortgage liens on individual Units shall have given their prior written approval, the Unit Owners Association shall not:

a. Fail to employ a professional manager for the Condominium;

b. Change the pro rata interest or obligation of any Unit for purposes of levying assessments and charges and determining shares of the Common Elements and proceeds of the Condominium, except in case of taking by eminent domain provided for in Article VI, and except for any expansion that may occur as provided for in Article VIII;

c. Partition or subdivide any Unit or the Common Elements or annex additional Lands, except as set forth in this Declaration; or

d. By acts or omission seek to abandon the condominium status of the Condominium, except as provided herein or by statute.

5. The holders of first mortgage liens on individual Units shall have the right to examine the books and records of the Unit Owners Association.

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6. The Unit Owners Association shall provide written notice to all holders of first mortgage liens on Units of any condemnation proceeding against the Condominium or any portion thereof.

ARTICLE VIII

A. Expansion of the Condominium:

1. Subject to the provisions of the Act, the Declarant reserves the option to expand the Condominium to include that land which is labeled Phase II, Phase III and Phase IV, and shown graphically on Exhibit B, and which land is more particularly described by metes and bounds on Exhibit A-1, A-2 and A-3, annexed hereto and incorporated herein. Phases II, III and IV shall henceforth be referred to as the "Additional Land."

2. There shall be no limitations on the Declarant's option to expand the Condominium to include such Additional Land, except as set forth below. No Unit Owner's consent to the expansion of the Condominium shall be required.

3. The option to expand the Condominium to include the Additional Land shall expire within seven (7) years from the date of the recording of this Declaration, if not earlier exercised.

4. The Declarant shall have the right to expand the Condominium to all or any portion of the Additional Land. There shall be no limitation or order in which portions of the Additional Land may be added to the Condominium. Portions of the Additional Land may be added to the Condominium at different times within the seven-year period. No assurances are made as to where the improvements on the Additional Land shall be located.

5. In the event that all or any portion of the Additional Land is added to the Condominium, the maximum number of Units that may be created on the Additional Land described on Exhibit A-1 shall be forty-one (41), and the maximum number of Units per acre that may be created on any portion of the Additional Land described on Exhibit A-1 added to the Condominium is forty-one (41). The maximum number of Units that may be created on the Additional Land described on Exhibit A-2 shall be twenty-five (25), and the maximum number of Units per acre that may be created on any portion of the Additional Land described on Exhibit A-2 added to the Condominium is twenty-five (25). The maximum number of Units that may be created on the Additional Land described on Exhibit A-3 shall be fifteen (15), and the maximum number of Units per acre that may be created on any portion of the Additional Land described on Exhibit A-3 added to the Condominium is fifteen (15).

6. All Units created on the Additional Land as a part of the Condominium shall be restricted to non-residential uses.

7. No assurances are made with regard to quality of construction, materials to be used or architectural style of any structures to be built on that portion of the Additional Land described on Exhibits A-1, A-2 and A-3. Units on the Land described on Exhibits A-1, A-2 and A-3 may be different in size and design from Units on the Land.

8. In the event that all or any portion of the Additional Land is added to the Condominium, no other improvements other than the Units and their appurtenant Common Elements shall be constructed on the Additional Land.

9. In the event that all or any portion of the Additional Land is added to the Condominium, the Declarant shall create or assign no Limited Common Elements within the Additional Land.

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10. In the event that Units are created within all or any portion of the Additional Land, undivided interests in the Common Elements (and responsibility for Common Expenses) shall be readjusted so that each Unit Owner shall have an ownership interest in the Common Elements (and responsibility for Common Expenses) based upon the relationship that the number of square feet in each Unit bears to the total number of square feet in all Units combined.

ARTICLE IX

A. Declarant: Nothing contained in this Declaration shall be deemed to affect in any way whatsoever the right of the Declarant or its successors or assigns to make reasonable modification or changes in the plans and specifications referred to in this Declaration. Substitution of material and equipment due to unavailability of that specified (by materials and equipment of substantially equal standard) and minor changes in dimensions of any portion of the Condominium shall be deemed reasonable. The Declarant expressly reserves the right to terminate the Condominium prior to conveyance of any Unit therein.

B. Notwithstanding anything contained herein, Declarant shall have the right to own and rent any Unit constructed on the Land, including whether any Unit has previously been conveyed or not. In the event that the Declarant decides to rent any Unit or Units in the Condominium, it shall be treated for all purposes under this Declaration as any other Unit Owner.

C. In recognition of the fact that the Unit Owners desire as much certainty as possible with respect to the Common Element charges that will be assessed against them, and in recognition that the Declarant may for some time be the Owner of substantially completed but unoccupied Units which place less demands upon the Common Elements of the Condominium, it is understood and agreed that through December 31, 1985, each Unit Owner, but this does not include the Declarant, shall pay ONE HUNDRED DOLLARS ($100) per month per Unit for Common Element charges. It is further understood and agreed that through December 31, 1985, the Declarant shall be responsible for and pay the entire difference between the actual monthly operation costs of the Condominium and the aggregate sum of the monthly Common Element charges of Unit Owners as established herein, not including the Declarant. It is further recognized and agreed that this monthly rate for Unit Owners (excepting the Declarant) shall no longer be applicable after December 31, 1985. Beginning January 1, 1986, and extending thereafter, the monthly Common Element expenses shall be divided on a per Unit basis among all the Unit Owners, as well as the Declarant.

ARTICLE X

A. Amendment or Termination of Declaration:

1. The Condominium may be terminated by an affirmative vote of at least eighty percent (80%) in interest of all Unit Owners cast in person or by proxy at a meeting duly held in accordance with the provisions of the Bylaws; provided, that a termination agreement bearing the signatures of a least such percent of Owners in interest (or their written ratifications thereof) is recorded among the land records of the County of Prince William, Virginia.

2. Amendments to the Declaration and Bylaws may be proposed only by the Board of Directors or by petition signed by Unit Owners representing at least twenty percent (20%) of the total votes of the Condominium. A description of any proposed amendment shall accompany the notice of any regular or special meeting at which such proposed amendment is to be voted upon. Except in cases for which the Condominium Act provides different methods of amendments or requires a larger majority, the Declaration and the Bylaws may be amended only by the agreement of the Owners of the Units to

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which two-thirds (2/3) of the votes in the Unit Owners Association appertain. Declarant's prior written consent shall also be required so long as Declarant owns twenty percent (20%) or more of the Units in the Condominium. In satisfaction of the requirements of Section 55-79.72 of the Condominium Act, any amendment to the Condominium Instruments that has been approved in accordance with the provisions of the Declarant or Bylaws shall be effective upon its execution by the President of the Unit Owners Association and recordation among the land records of the County of Prince William. For such purpose, each Unit Owner shall be deemed to have irrevocably constituted the President of the Unit Onwers Association his attorney-in-fact to execute and ratify such amendment in his stead and on his behalf.

B. Construction and Enforcement: The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Condominium. Enforcement of these covenants and restrictions and of the Bylaws attached hereto shall be, without limitation, by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain such violation or attempted violation, or to recover damages, or both, and to enforce against any Unit any lien created thereby; and the failure or forebearance by the Unit Owners Association or by any Unit Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. There shall be, and there is hereby created and declared to be, a conclusive presumption that any violation or breach or any attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

C. Severability: Invalidation of any of these covenants or restrictions or other provisions of this Declaration by judgement, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect. In the event that any provision, condition, covenant or restriction hereof is, at the time of recording this instrument, void, voidable or unenforceable as being contrary to any applicable federal, state, or local laws, the Declarant, its successors or assigns, and all persons claiming by, through, or under the Declarant, covenants and agrees that any future amendments or supplements to the said laws having the effect of removing such invalidity, voidability or unenforceability, shall be deemed to apply retroactively to this instrument and the provisions contained herein which otherwise might be invalid, and it is covenanted and agreed that any such amendments and supplements to said laws shall have the effect herein declared as fully as if they had been in effect at the time of the execution of this instrument.

D. Captions: The captions contained in the Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of the Declaration.

E. Gender: The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

F. "Declarant" as used herein and in the Exhibits attached hereto shall be deemed to include the successors and assigns of the Declarant.

G. Special Declarant rights shall be those specified in Section 55-79.41(xl) 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.

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IN WITNESS WHEREOF, Manassas/BuildAmerica Eight, Inc., a Virginia corporation, has caused this Declaration to be executed by its President, John R. Pflug, Jr., all as of the day, month and year first hereinabove written.

MANASSAS/BUILDAMERICA EIGHT, INC.

By: John R. Pflug, Jr.
John R. Pflug, Jr., President

STATE OF VIRGINIA

CITY/COUNTY OF Fairfax, to wit:

The foregoing Declaration was acknowledged before me this 7th day of October, 1985, by John R. Pflug, Jr., President of MANASSAS/BUILDAMERICA EIGHT, INC., a Virginia corporation.

Rosa Ann Kelley
Notary Public

My commission expires: May 5, 1989

Description of
BuildAmerica Eight (A Condominium)
Brentsville Magisterial District
Prince William County, Virginia

BK1353 PG 1318

PHASE I - SUBMITTED LAND

BEGINNING at a point in the line of Phase III, BuildAmerica Eight, said point marking the southwesterly corner to Phase II, BuildAmerica Eight; thence S75°24'48"W continuing with said Phase III - 153.67 ft. to a point; thence S14°35'12"E 357.94 ft. to a point in the line of Phase IV; thence N75°00'06"W continuing with said Phase IV -8.66 ft. to a point; thence S14°59'54"W 201.00 ft. to a point in the northerly R/W of Balls Ford Road (Route #621); thence N75°00'06"W continuing with said Balls Ford Road 15.22 ft. to a point in the line of Howard A. Libby, et al; thence N14°35'12"W continuing with said Libby 1161.71 ft. to a point in the southerly R/W of Interstate Route 66; thence S89°09'54"E continuing with said R/W 283.89 ft. to a point marking a corner to Phase II; thence S14°35'12"E with Phase II - 565.27 ft. to the place of beginning containing 5.0142 acres of land.

EXHIBIT "A"

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PHASE II - ADDITIONAL LAND BK1353PG1319

BEGINNING at a point on the westerly R/W of New Market Court, said point marking common corners to Phase II and Phase III, BuildAmerica Eight; thence S75°24'48"W departing said westerly R/W and with Phase III- 158.84 ft. to a point marking a corner to Phase I; thence N14°35'12"W with Phase I - 565.27 ft. to a point in the southerly R/W of Interstate Route 66; thence S89°09'54"E continuing with said R/W 154.29 ft. to a point; thence departing from Interstate Route 66 and running along the right-of-way line of ramp connecting Route 66 to State Route 234 the following courses: with a curve to the right, having a radius of 931.46 ft. and chord bearing and distance of S74°43'46"E 244.66 ft., an arc distance of 245.37 ft. to a point; thence S42°12'29"E 237.39 ft. to a point of curvature of a curve to the left having a radius of 495.00 ft. and a chord bearing and distance of S53°10'40"E 188.39 ft., an arc distance of 189.54 ft. to a point of reverse curvature of a curve to the right having a radius of 405.00 ft., and a chord bearing and distance of S62°56'42"E 17.00 ft. to a point marking a common corner to Manassas Econo-Travel Motor Motel Ltd. Partnership; thence S74°01'49"W continuing with said Manassas Econo-Travel Motor Motel Ltd. Partnership 387.56 ft. to a point on the easterly R/W of said New Market Court; thence S51°37'25"W across the end of the present dedication of New Market Court 60.00 ft. to the place of beginning containing 4.9312 acres of ground.

EXHIBIT "A-1"

BEGINNING at a point in the westerly line of New Market Court, said point marking a corner to Phase II, BuildAmerica Eight; thence with the westerly line of New Market Court on the arc of a curve to the left having a radius of 53.00 ft.; 125.72 ft. (chord bearing and distance of S18°34'19"E 98.25 ft.) to a point of reverse curvature of a curve to the right having a radius of 25.00 ft.; thence with the arc of said curve to the right 30.79 ft. (chord bearing and distance of S51°14'55"E 28.88 ft.) to the point of tangency of said curve; said point being in the westerly line of New Market Court; thence continuing with the westerly line of New Market Court S15°58'11"E 251.83 ft. to a point; thence continuing with the westerly line of New Market Court and the line of State Farm Mutual Auto Insurance Co. S74°01'49"W 206.00 ft. to a point; thence continuing with the line of State Farm Mutual Auto Insurance Co. S15°58'11"E 58.48 ft. to a point marking a corner to Phase IV, BuildAmerica Eight; thence with the line of the aforementioned Phase IV N75°00'06"W 158.84 ft. to a point marking a corner to Phase I, BuildAmerica Eight; thence with the line of the aforementioned Phase I N14°35'12"W 357.94 ft. and N75°24'48"E 312.51 ft. to the point and place of beginning and containing 2.8836 acres.

EXHIBIT "A-2"

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BK/353PG/321

PHASE IV - ADDITIONAL LAND

BEGINNING at a point on a curve in the northerly R/W of Balls Ford Road (Route #621), said point also marking a common corner to State Farm Mutual Auto Insurance Company; thence continuing with said R/W along a curve to the right, having a radius of 899.93 ft. and a chord bearing and distance of N75°19'08"W 9.97 ft., an arc distance of 9.97 ft. to a point of tangency; thence N75°00'06"W 278.12 ft. to a point marking a common corner to Phase I, BuildAmerica Eight; thence N14°59'54"E continuing with said Phase I - 201.00 ft. to a point; thence S75°00'06"E continuing with Phase I and Phase III - 167.50 ft. to a point in the line of said State Farm Mutual Auto Insurance Company; thence S15°58'11"E continuing with said State Farm Mutual Auto Insurance Company 234.35 ft. to the place of beginning containing 1.0512 acres of land.

EXHIBIT "A-3"

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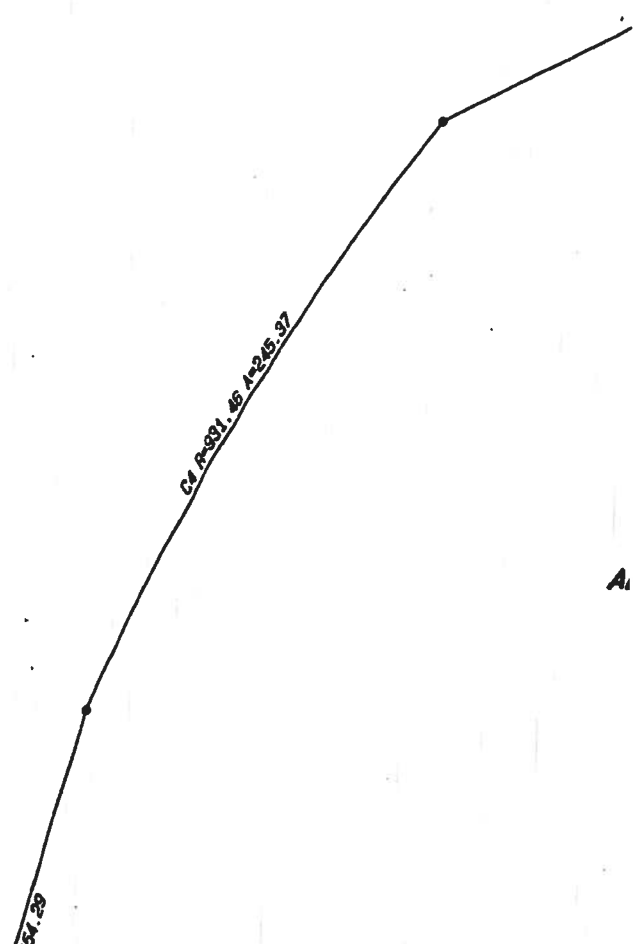
BK 1353 PG 1322

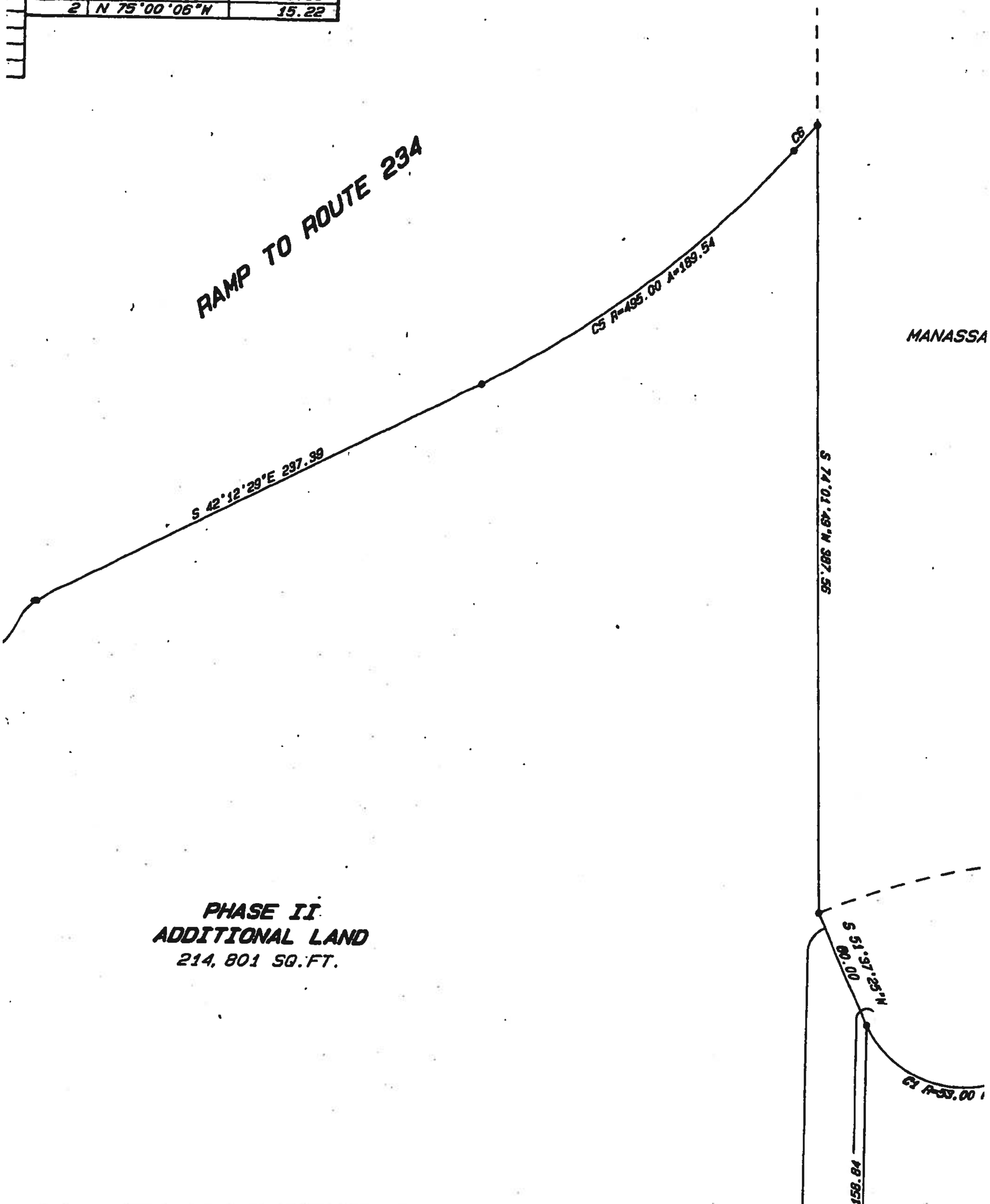
CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BRG
1	135°54'41"	53.00	125.72	130.89	98.25	S 18°34'19"E
2	70°33'29"	25.00	30.79	17.69	28.88	S 51°14'55"E
3	0°38'04"	899.93	9.97	4.98	9.97	N 75°19'08"W
4	15°05'35"	931.46	245.37	123.40	244.66	S 74°43'46"E
5	21°56'22"	495.00	189.54	95.95	188.39	S 53°10'40"E
6	2°24'18"	405.00	17.00	8.50	17.00	S 62°56'42"E

LINE	BEARIN
1	N 75°00'0
2	N 75°00'0

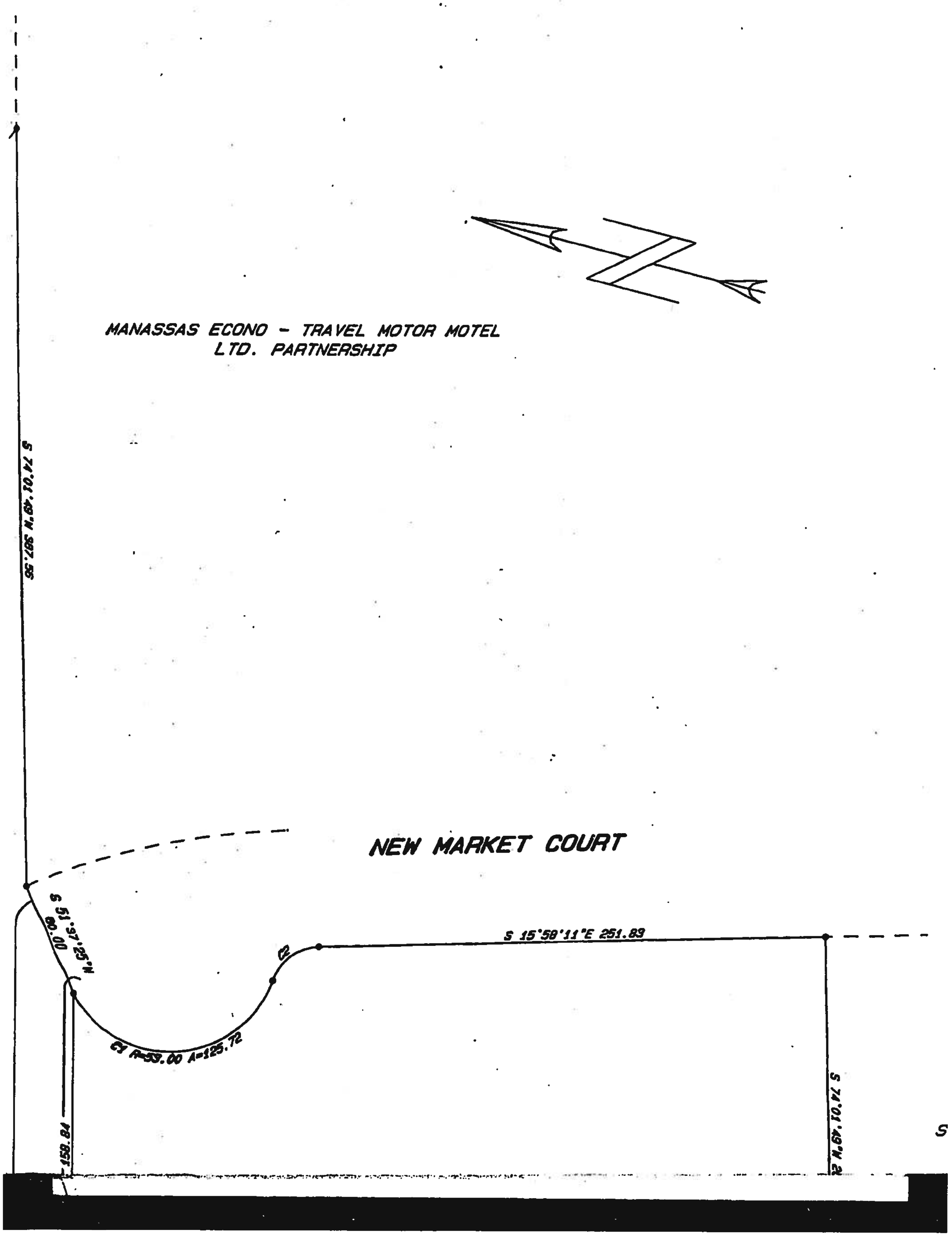


BK 1353 PG 1323

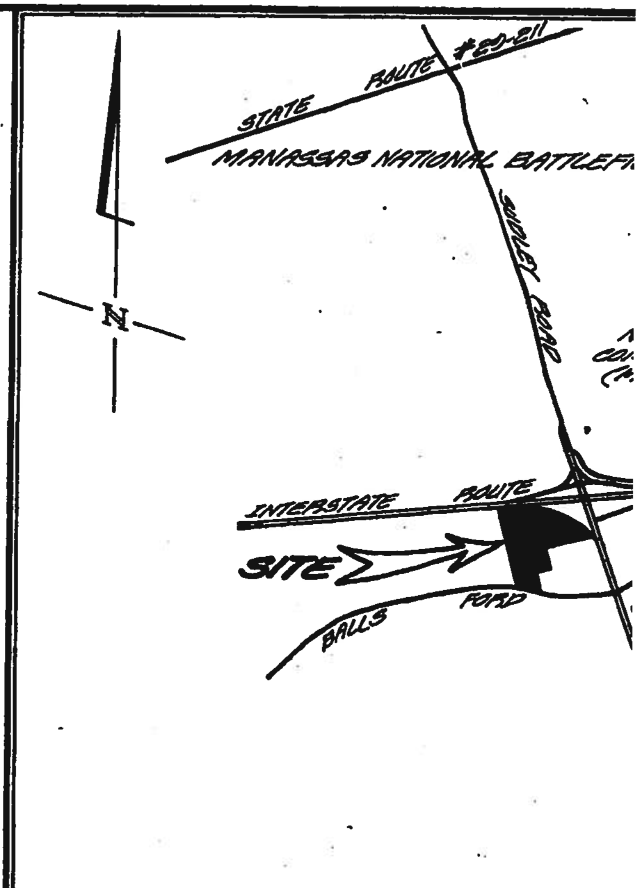
LINE	BEARING	DISTANCE
1	N 75°00'06"W	8.66
2	N 75°00'06"W	15.22



BK 1353 PG 1324



BK 1353 PG 1325



VICINITY MAP
SCALE: 1" = 2000'

SURVEYOR'S CERTIFICA

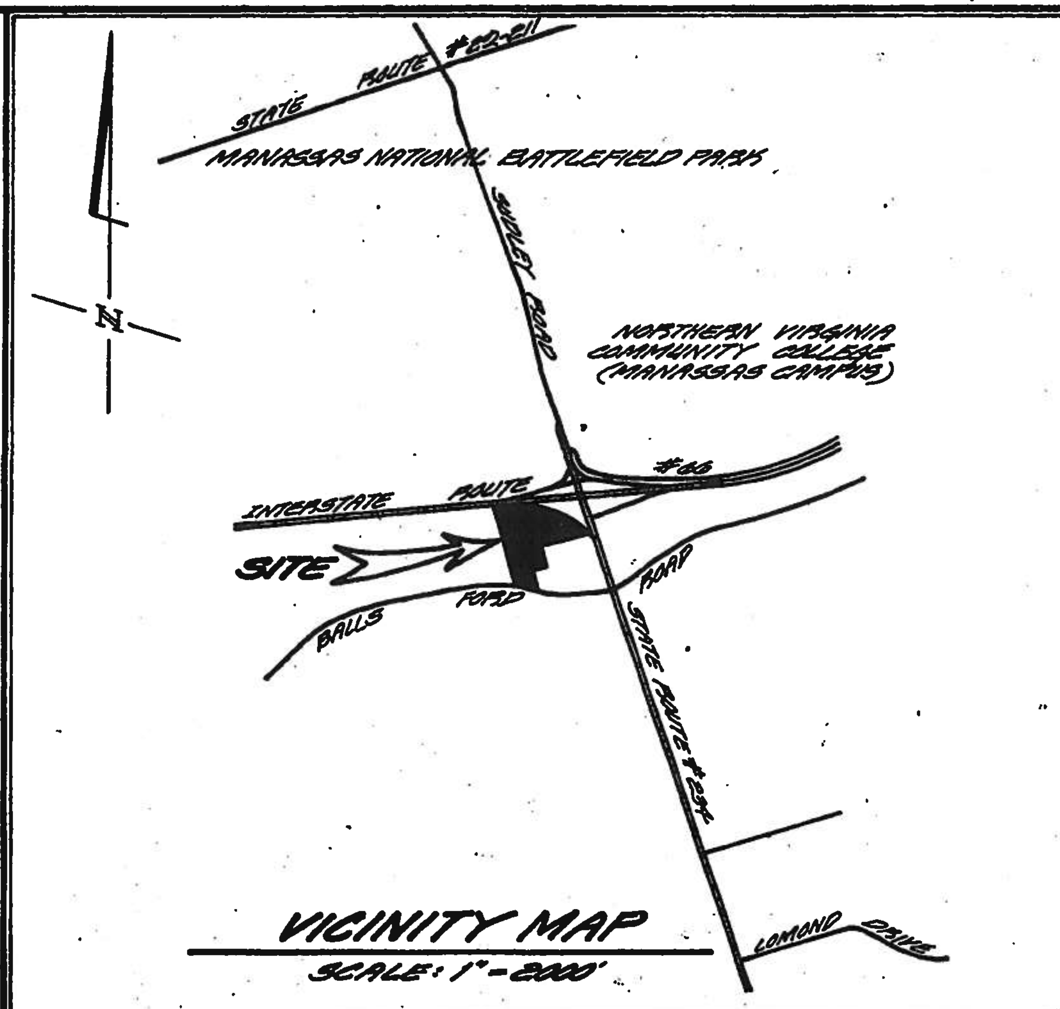
I, LARRY N. SCARTZ, A DULY CERTIFIED LAND SURVEYOR IN
DO HEREBY CERTIFY THAT THIS PLAT LABELED EXHIBIT "B" IS A
TOLERANCES) AND COMPLIES WITH THE PROVISIONS OF TITLE 55
CODE OF VIRGINIA CONDOMINIUM ACT, AND THAT THE BUILDINGS
SHOWN HEREON ARE SUBSTANTIALLY COMPLETE (EXCEPT AS NOTED)

LARRY N. SCARTZ - CERTIFIED LAND SURVEYOR NO. 1000

S 74°01'49"W

STATE FARM MUTUAL AUTO INSURANCE CO.

BK 1353 PG 1326



SURVEYOR'S CERTIFICATE

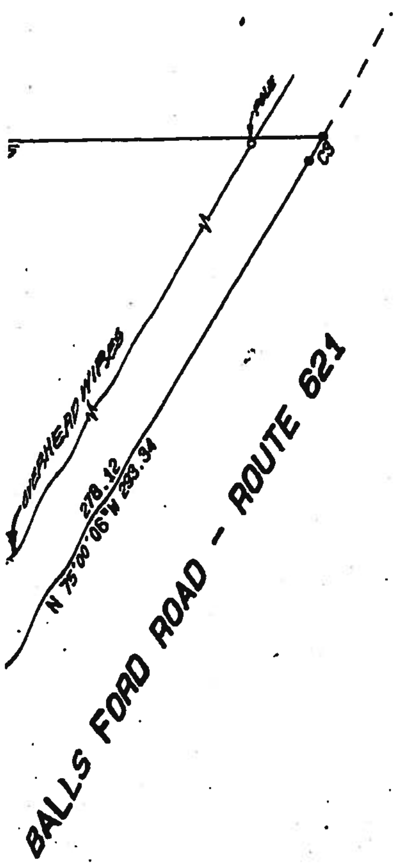
I, LARRY N. SCARTZ, A DULY CERTIFIED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, O HEREBY CERTIFY THAT THIS PLAT LABELED EXHIBIT "B" IS ACCURATE (WITHIN NORMAL OLERANCES) AND COMPLIES WITH THE PROVISIONS OF TITLE 55 SECTION 79.58 A OF THE ODE OF VIRGINIA CONDOMINIUM ACT, AND THAT THE BUILDINGS AND PHYSICAL IMPROVEMENTS HOWN HEREON ARE SUBSTANTIALLY COMPLETE (EXCEPT AS NOTED) IN ACCORDANCE THEREWITH.

LARRY N. SCARTZ - CERTIFIED LAND SURVEYOR NO.1000 AND NO.224 (38)

URANCE CO.

BK 1353 PG 1327

INSURANCE CO.



DEVELOPMENT ADMINISTRATION
AUTHORIZED FOR RECORDATION
THIS AUTHORIZATION DOES NOT
IMPLY APPROVAL FOR DEVELOPMENT

MARTIN E. CRAHAN
DIRECTOR OF DEVELOPMENT ADMINISTRATION

THE INSTRUMENT FILED WITH THIS MAP IS RECORDED IN DB 1353 PG. 1305

THIS MAP RECORDED IN MAP DRAWER 62 PAGE 5

CONDOMINIUM PLAT
EXHIBIT "B"
TO THE DECLARATION OF

BuildAmerica Eight

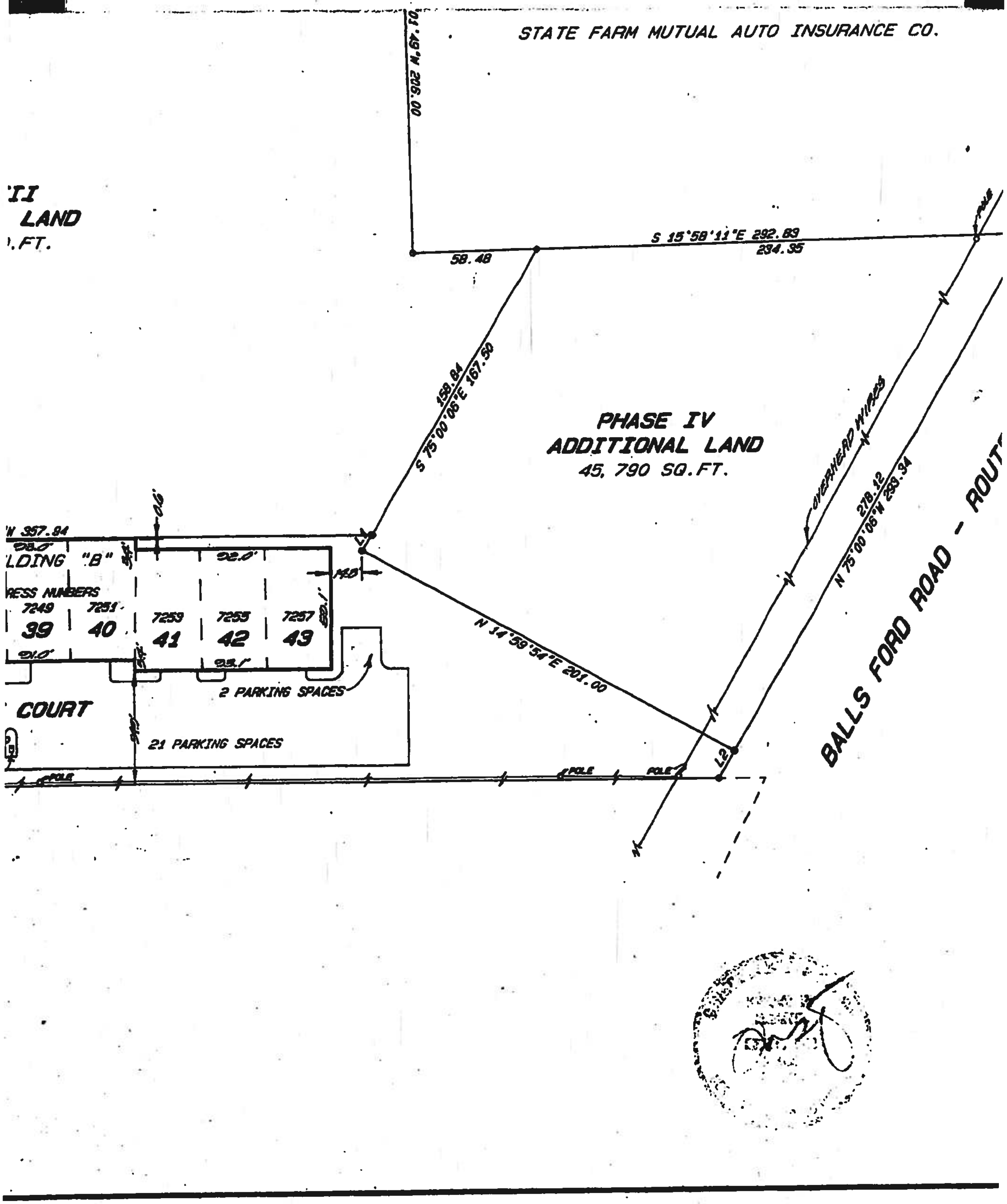
BRENTSVILLE MAGISTERIAL DISTRICT
PRINCE WILLIAM COUNTY, VIRGINIA
SCALE: 1"=50' SEPTEMBER 23, 1985

PREPARED BY
LARRY N. SCARTZ
CERTIFIED LAND SURVEYOR - WOODBRIDGE, VIRGINIA
TELEPHONE: LOCAL: 494-4181, STAFFORD: 659-2158" METRO: 690-4955

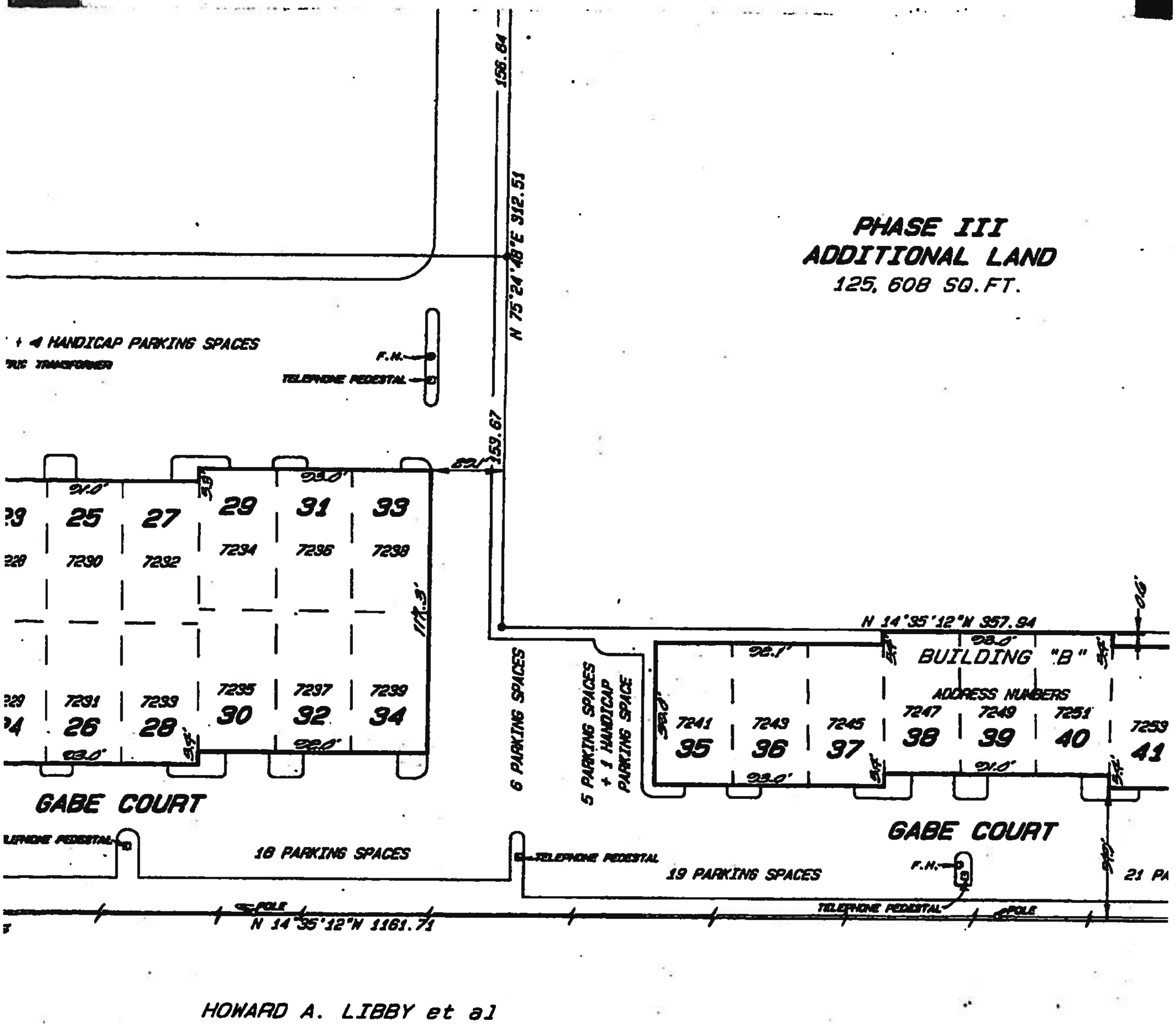
50 40 30 20 10 0 50 100 150
SCALE IN FEET

SHEET 1 OF 4

BK1353 PG1328

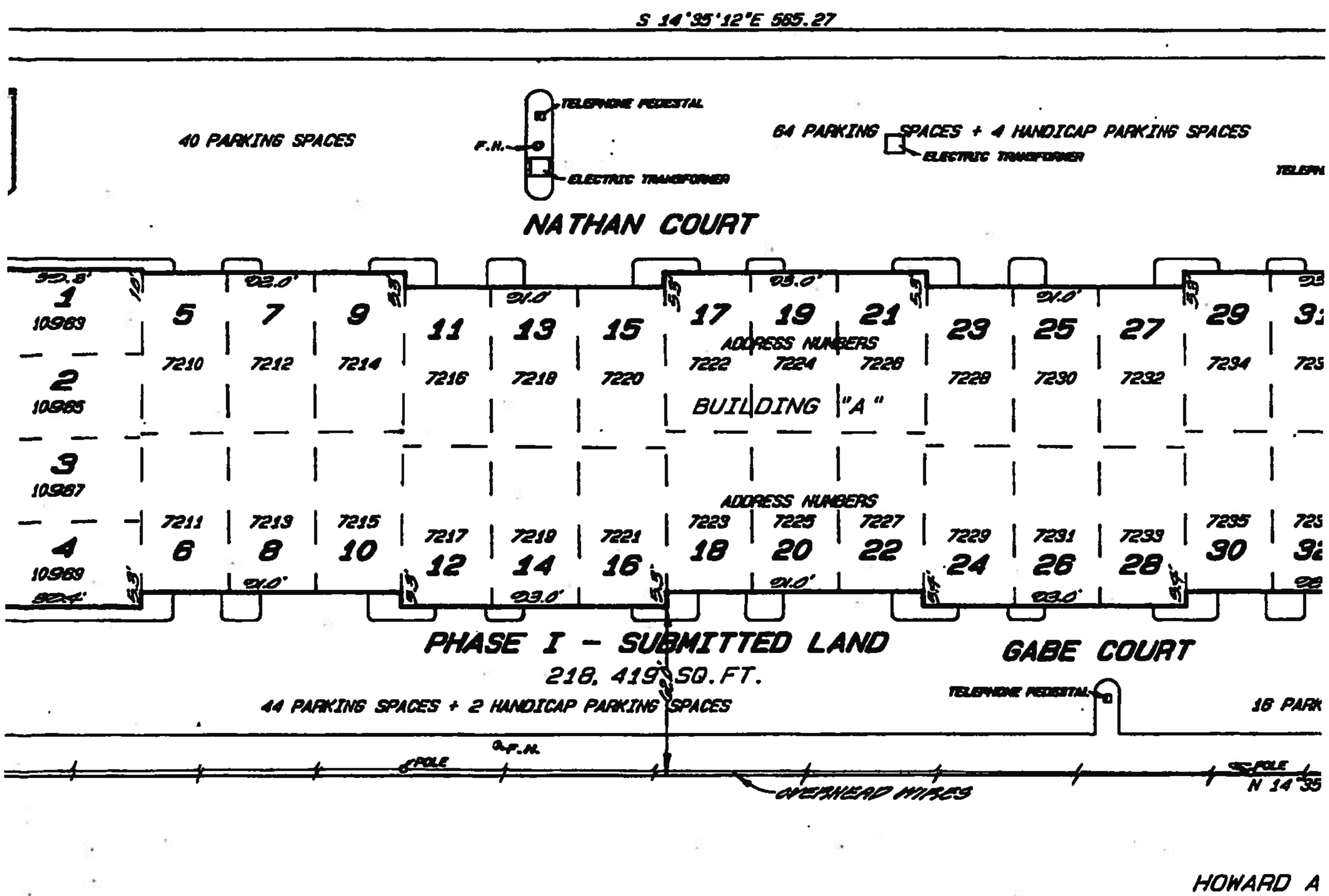


BK1353PG1329



AREA TABULATION		
HASE I - SUBMITTED LAND	218,419 SQ.FT.	5.0142 ACRES
HASE II - ADDITIONAL LAND	214,801 SQ.FT.	4.9312 ACRES
HASE III - ADDITIONAL LAND	125,608 SQ.FT.	2.8836 ACRES
HASE IV - ADDITIONAL LAND	45,790 SQ.FT.	1.0512 ACRES
OTAL AREA	604,618 SQ.FT.	13.8801 ACRES

BK 1353 PG 1330



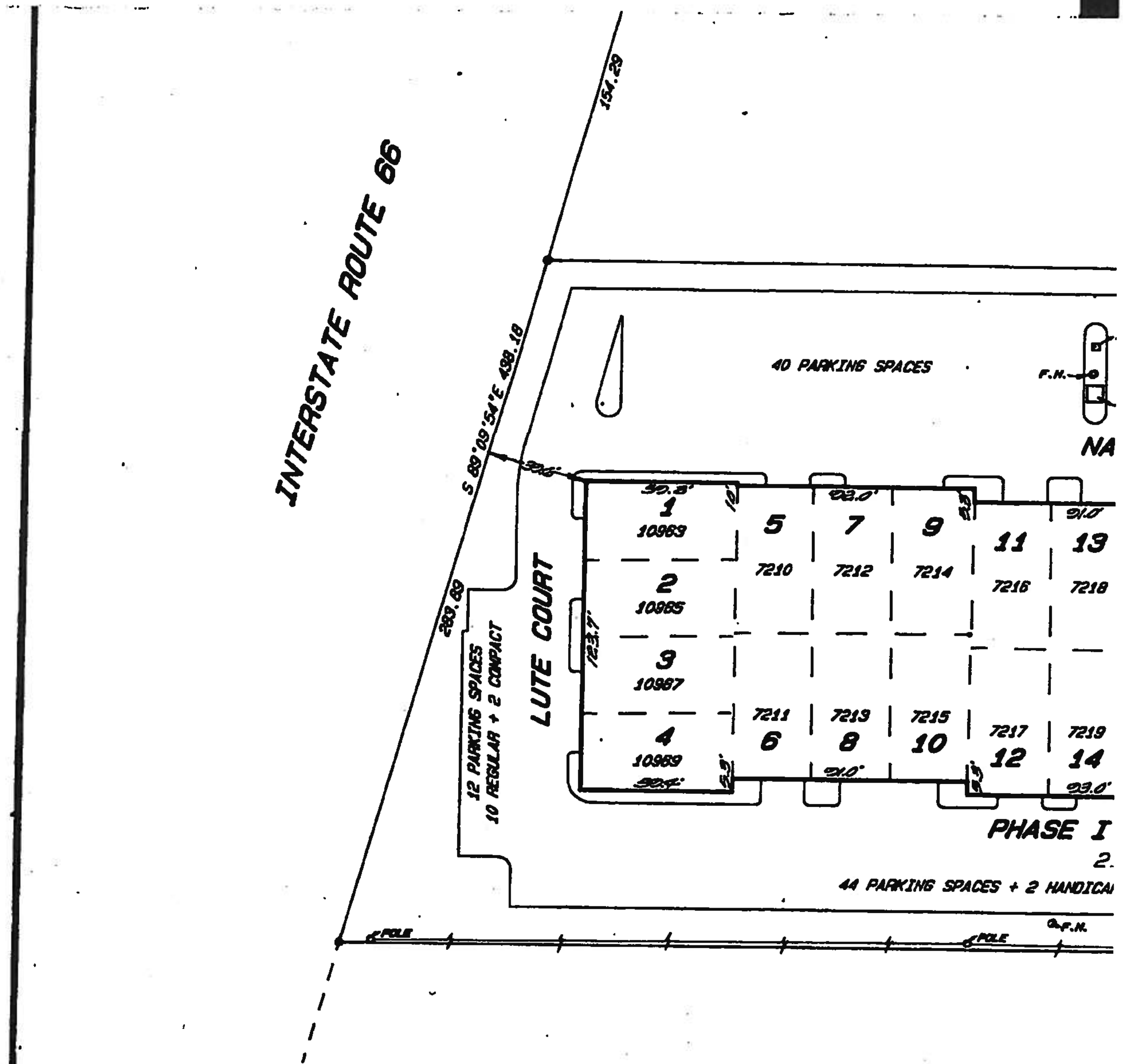
? ON ASSESSMENT MAP NO.123

?ca Eight, Inc. IN DEED

?RUCTION, MAINTENANCE OF
? COMMON DRIVEWAYS IN PHASE I.
4.
?KING SPACES.
?ING SPACE IS 8' X 18'

AREA TA
PHASE I - SUBMITTED LAND
PHASE II - ADDITIONAL LAND
PHASE III - ADDITIONAL LAND
PHASE IV - ADDITIONAL LAND
TOTAL AREA

BK 1353 PG 1331



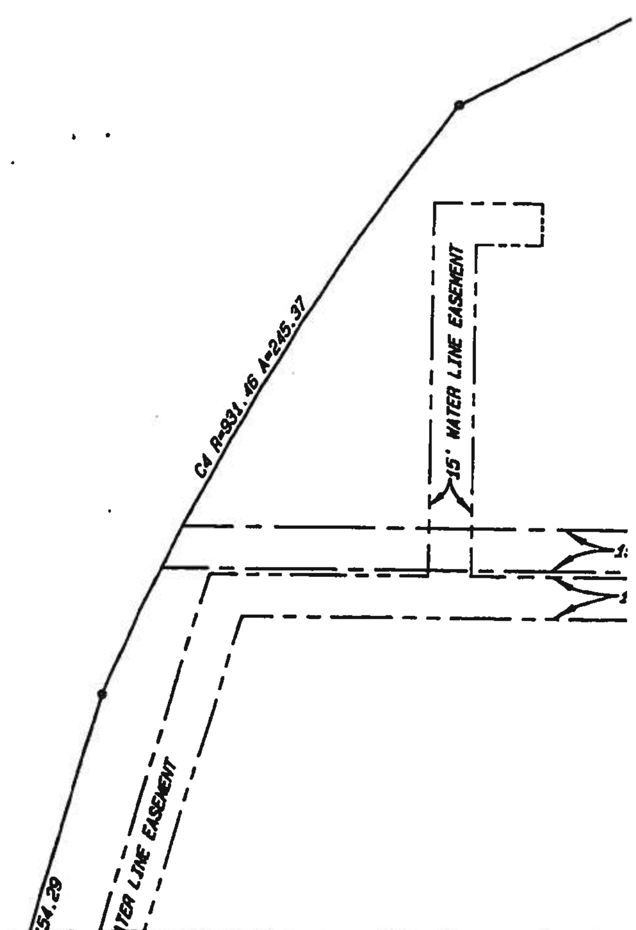
NOTES:

1. THE PROPERTY DELINEATED ON THIS PLAT IS LOCATED ON ASSESSMENT MAP NO. 123 DOUBLE CIRCLE ONE, PARCEL 1B AND IS ZONED B-1.
2. THIS PARCEL WAS ACQUIRED BY Manassas/BuildAmerica Eight, Inc. IN DEED BOOK 1275, PAGE 1268.
3. THERE IS AN EASEMENT FOR INGRESS, EGRESS, CONSTRUCTION, MAINTENANCE OF UTILITIES & COUNTY & OTHER EMERGENCY VEHICLES OVER COMMON DRIVEWAYS IN PHASE I.
4. FOR INGRESS AND EGRESS EASEMENT SEE SHEET 4 OF 4.
5. PHASE I HAS 229 PARKING SPACES + 7 HANDICAP PARKING SPACES.
6. REGULAR PARKING SPACE IS 9' X 20', COMPACT PARKING SPACE IS 8' X 18' AND A HANDICAP PARKING SPACE IS 13' X 20'.
7. FOR EXISTING EASEMENTS SEE SHEET 2 OF 4.

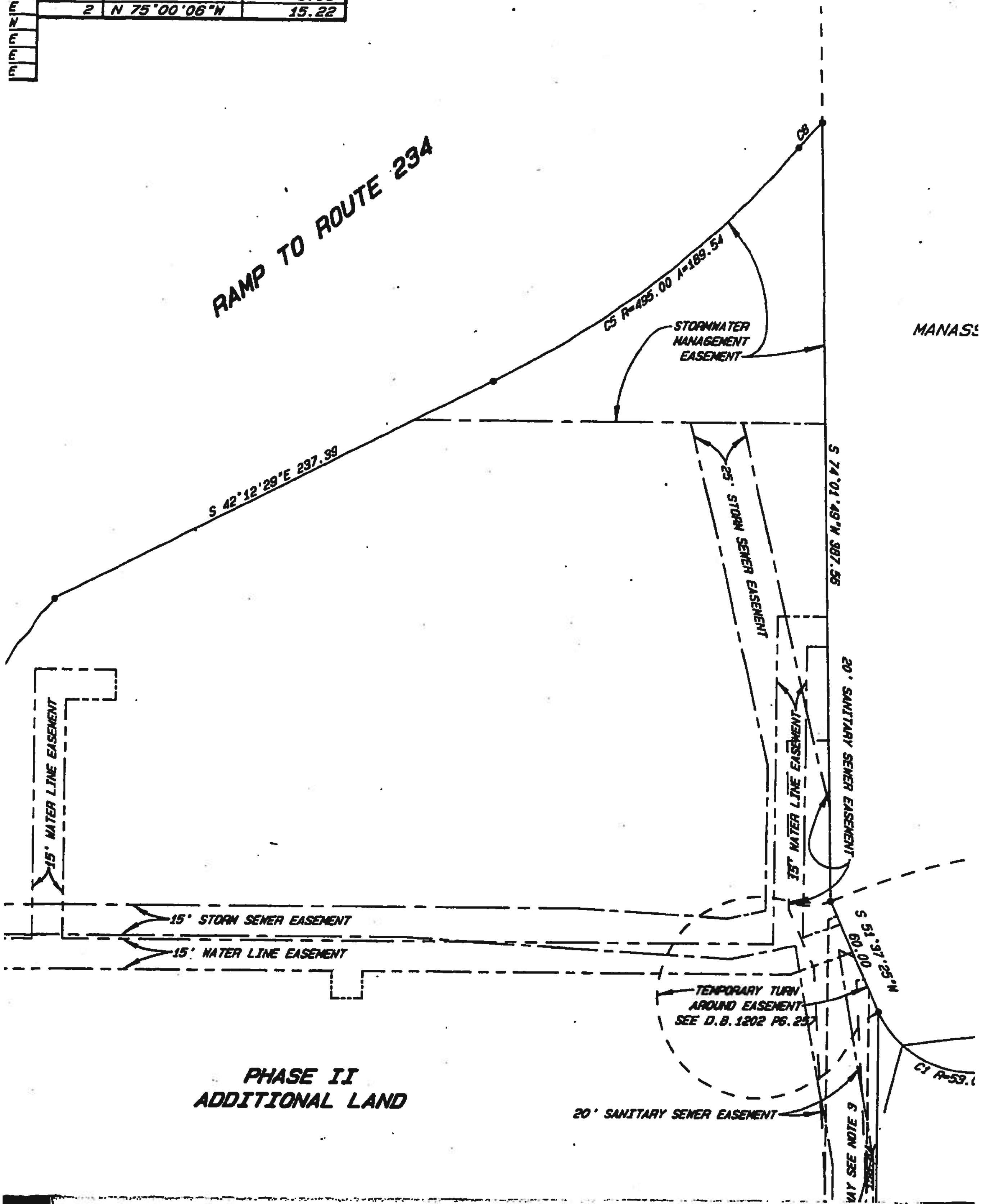
BK 1353 PG 1332

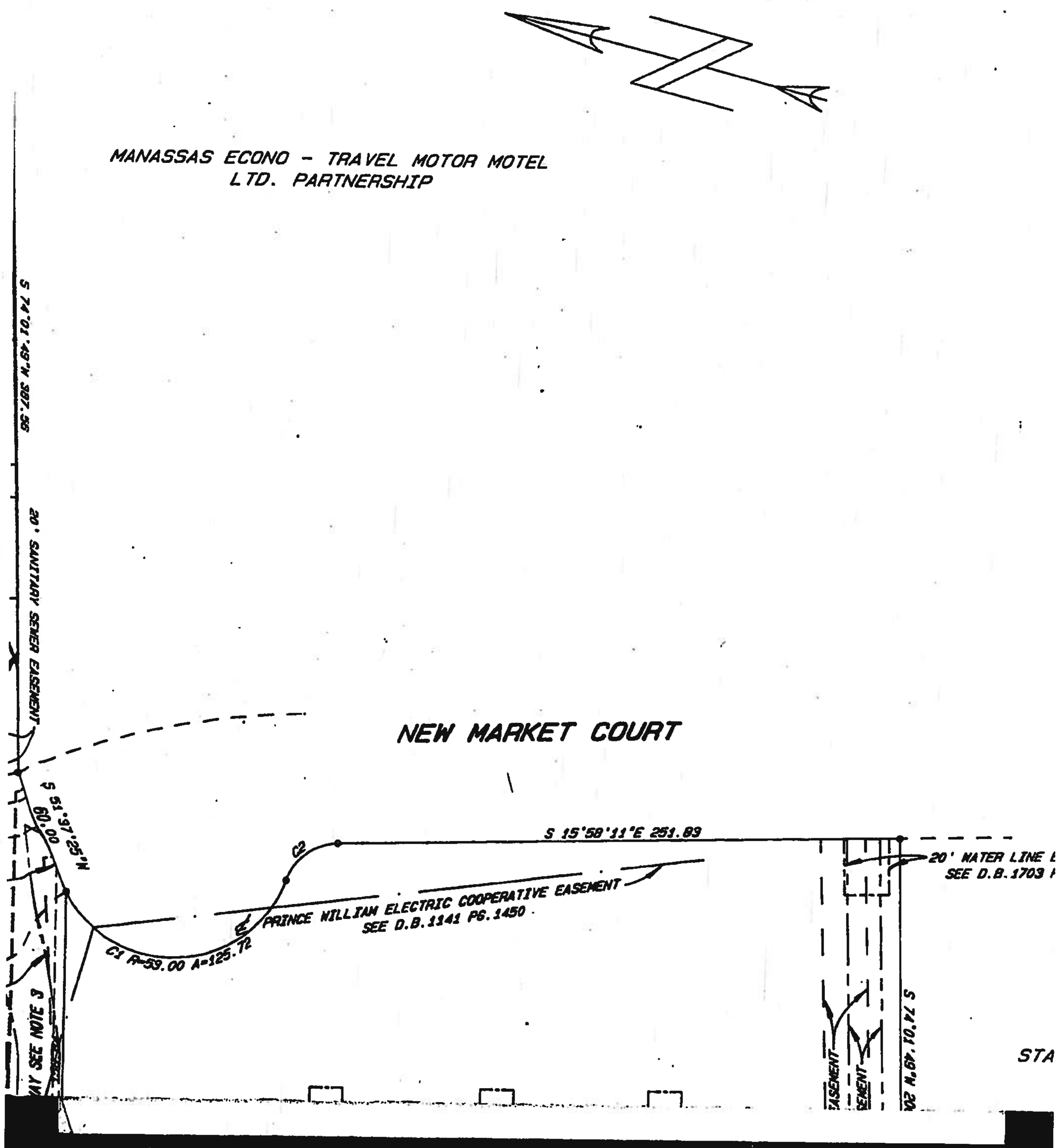
CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BRG
1	135°54'41"	53.00	125.72	130.89	98.25	S 18°34'19"E
2	70°33'29"	25.00	30.79	17.69	28.88	S 51°14'55"E
3	0°38'04"	899.93	9.97	4.98	9.97	N 75°19'08"W
4	15°05'35"	931.46	245.37	123.40	244.66	S 74°43'46"E
5	21°56'22"	495.00	189.54	95.95	188.39	S 53°10'40"E
6	2°24'18"	405.00	17.00	8.50	17.00	S 62°56'42"E

LINE	BEARI
1	N 75°00'
2	N 75°00'



LINE	BEARING	DISTANCE
1	N 75°00'06"W	8.66
2	N 75°00'06"W	15.22




MANASSAS ECONO - TRAVEL MOTOR MOTEL
LTD. PARTNERSHIP
S 74°01'49"W 387.58
20' SANITARY SEWER EASEMENT
NEW MARKET COURT
S 51°37'52"W
60.00
S 15°58'11"E 251.83
C2
C1 R=53.00 A=125.72
PRINCE WILLIAM ELECTRIC COOPERATIVE EASEMENT
SEE D.B.1141 PG.1450
20' WATER LINE
SEE D.B.1703
S 74°01'49"W 20
WAY SEE NOTE 3
EASEMENT
STA

SURVEYOR'S CERTIFICATE

I. LARRY N. SCARTZ, A DULY CERTIFIED LAND SURVEYOR IN THE C
DO HEREBY CERTIFY THAT THIS PLAT LABELED EXHIBIT "B-1" IS ACCU
TOLERANCES) AND COMPLIES WITH THE PROVISIONS OF TITLE 55 SECTI
CODE OF VIRGINIA CONDOMINIUM ACT, AND THAT THE BUILDINGS AND P
SHOWN HEREON ARE SUBSTANTIALLY COMPLETE (EXCEPT AS NOTED) IN A

LARRY N. SCARTZ - CERTIFIED LAND SURVEYOR NO. 1000 AND

20' WATER LINE EASEMENT
SEE D.B. 1703 PG. 583

STATE FARM MUTUAL AUTO INSURANCE CO.

BK 1353 PG 336

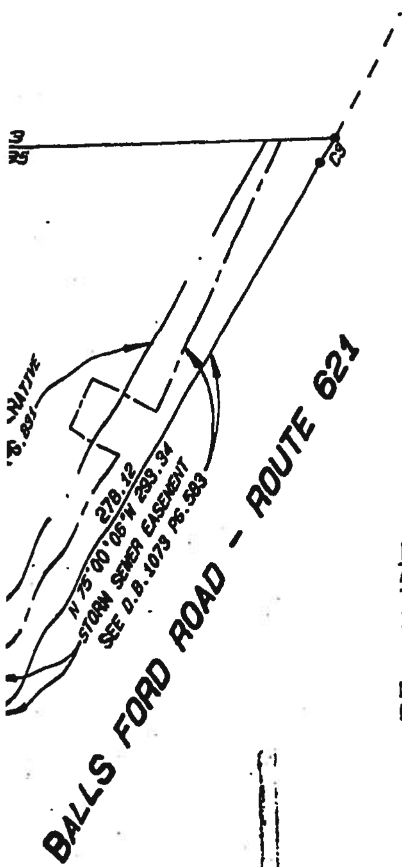
SURVEYOR'S CERTIFICATE

I, LARRY N. SCARTZ, A DULY CERTIFIED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THIS PLAT LABELED EXHIBIT "B-1" IS ACCURATE (WITHIN NORMAL TOLERANCES) AND COMPLIES WITH THE PROVISIONS OF TITLE 55 SECTION 79.58 A OF THE CODE OF VIRGINIA CONDOMINIUM ACT, AND THAT THE BUILDINGS AND PHYSICAL IMPROVEMENTS SHOWN HEREON ARE SUBSTANTIALLY COMPLETE (EXCEPT AS NOTED) IN ACCORDANCE THEREWITH.

LARRY N. SCARTZ - CERTIFIED LAND SURVEYOR NO. 1000 AND NO. 224 (3B)

INSURANCE CO.

INSURANCE CO.



DEVELOPMENT ADMINISTRATION
AUTHORIZED FOR RECORDATION
THIS AUTHORIZATION DOES NOT
IMPLY APPROVAL FOR DEVELOPMENT

[illegible] E. CRAHAN
DIRECTOR OF DEVELOPMENT ADMINISTRATION

THE INSTRUMENT FILED WITH THIS MAP
IS RECORDED IN DB 1353 PG. 1305

THIS MAP RECORDED IN
MAP DRAWER 62 PAGE 5[illegible]

EXISTING EASEMENTS
EXHIBIT "B-1"
TO THE DECLARATION OF

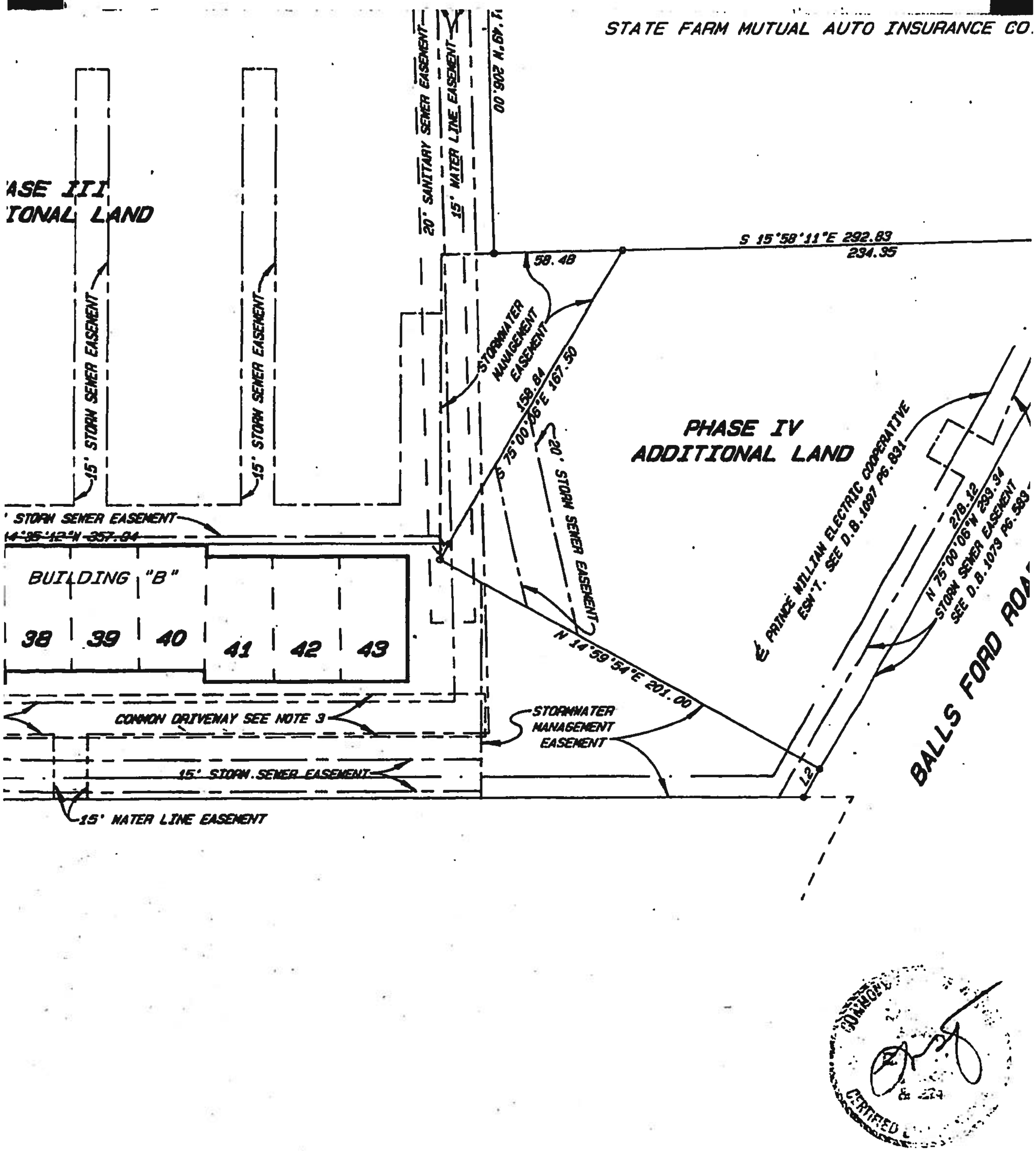
BuildAmerica Eight
A CONDOMINIUM

BRENTSVILLE MAGISTERIAL DISTRICT
PRINCE WILLIAM COUNTY, VIRGINIA
SCALE: 1"=50' SEPTEMBER 23, 1985

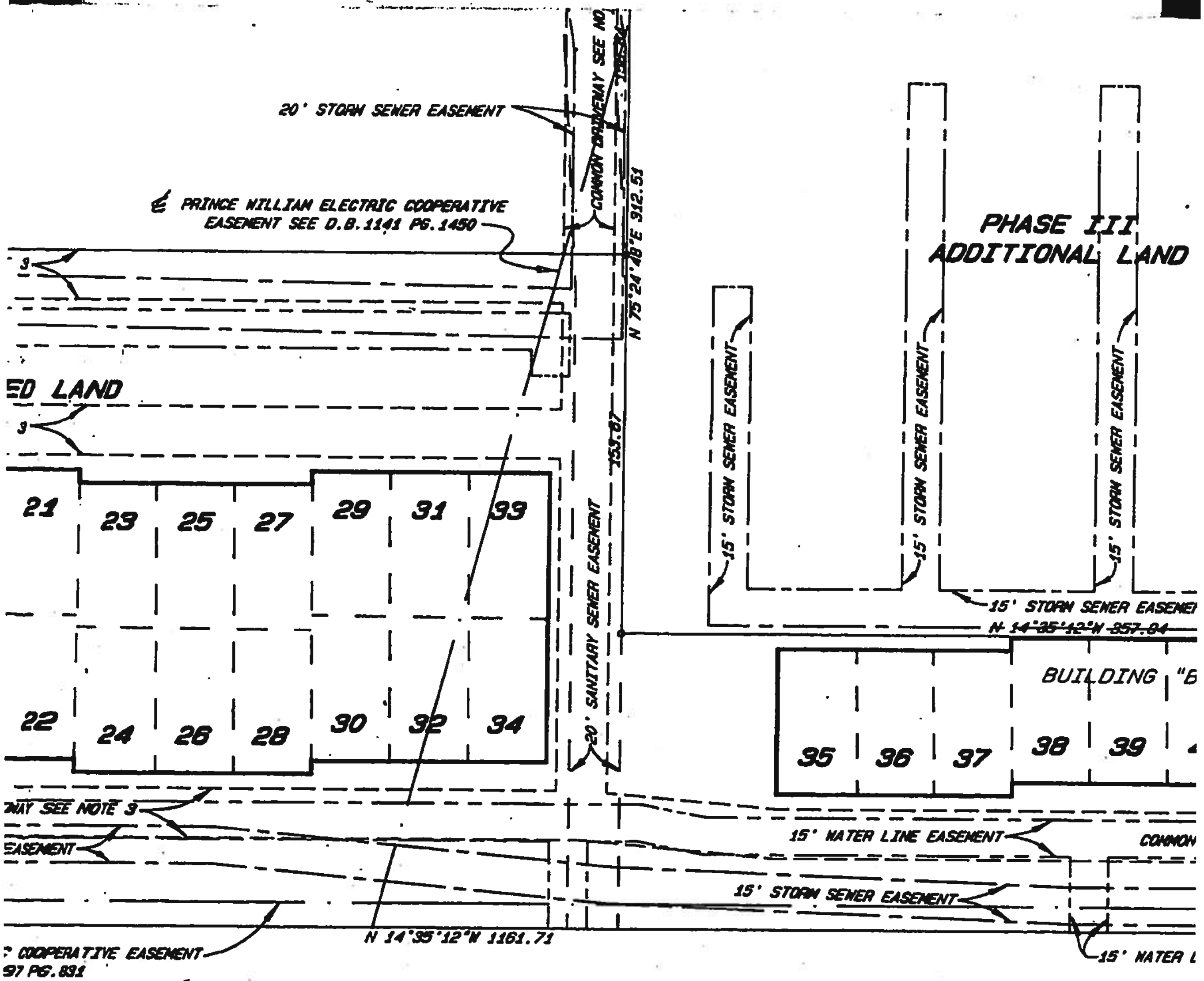
PREPARED BY
LARRY N. SCARTZ
CERTIFIED LAND SURVEYOR - WOODBRIDGE, VIRGINIA
TELEPHONE: LOCAL: 494-4181, STAFFORD: 659-2158 METRO: 690-4955

50 40 30 20 10 0 50 100 150
SCALE IN FEET

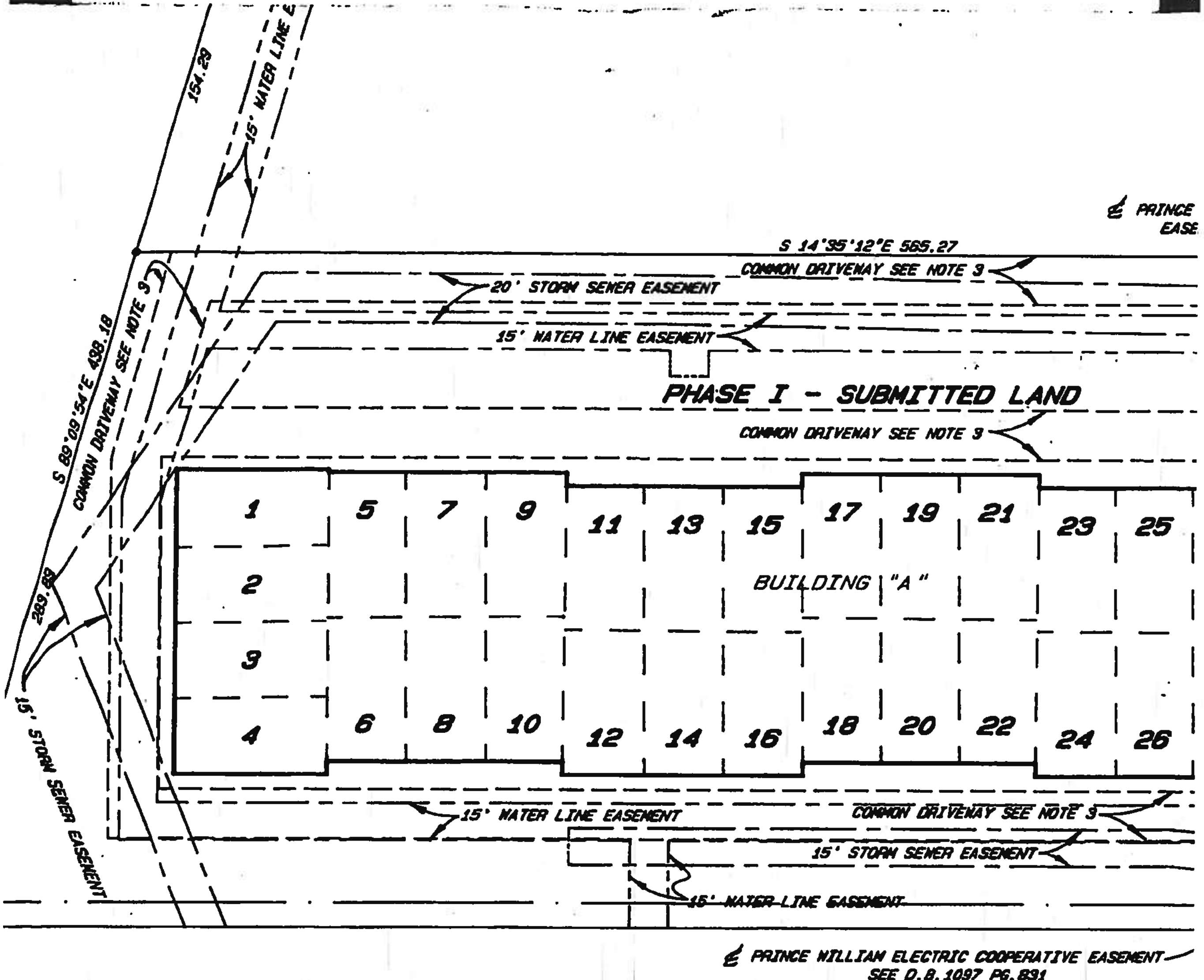
BK 1353 PG 1338



BK 1353 PG 1339

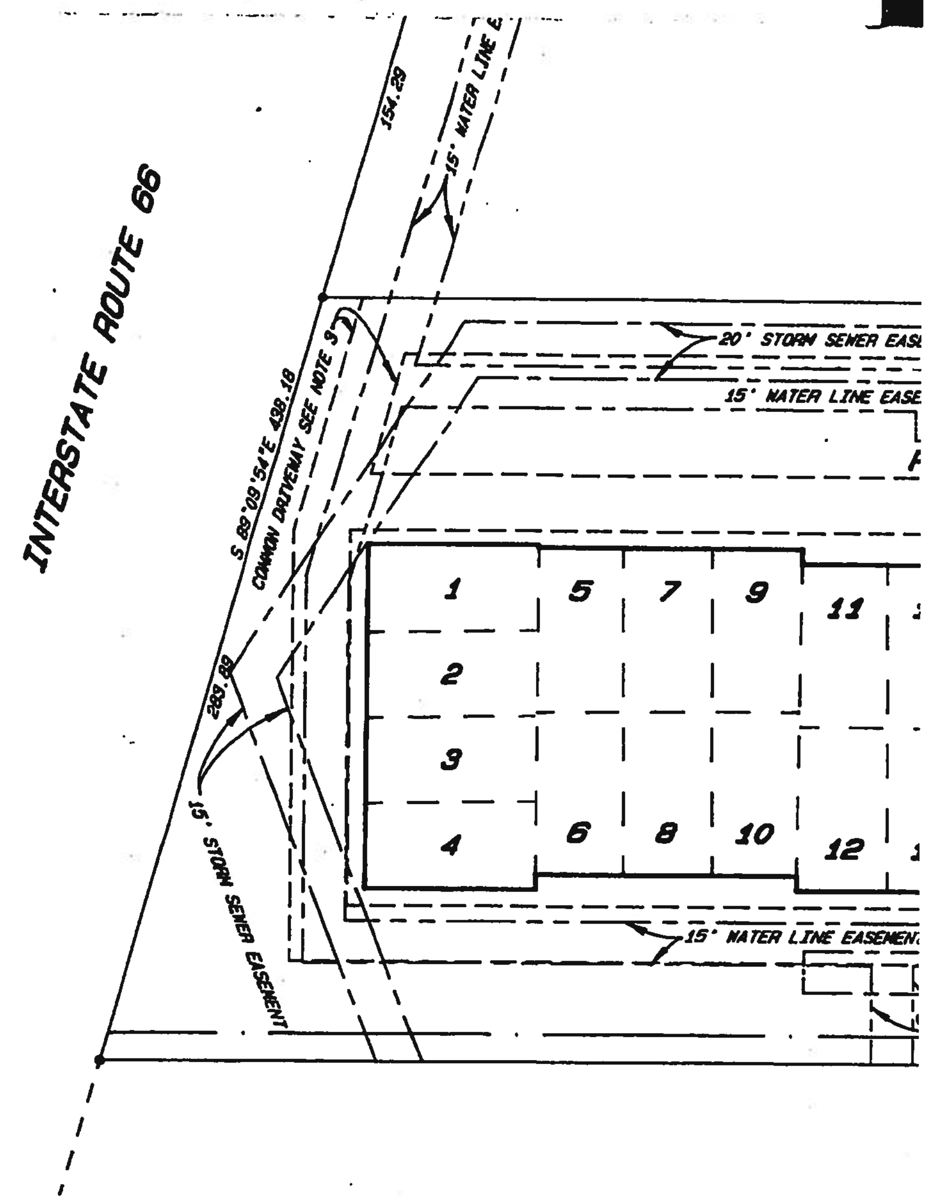


HOWARD A. LIBBY et al



ESS, EGRESS, CONSTRUCTION, MAINTENANCE OF
ENCY VEHICLES OVER COMMON DRIVEWAYS IN PHASE I.
NT SEE SHEET 4 OF 4.
PLAT ARE RECORDED IN DEED BOOK 1309 PAGE 1296;

PROPERTY ON WHICH AN EASEMENT IS SHOWN FOR
HALL BE RESPONSIBLE FOR THE MAINTENANCE OF
LOCATED THEREIN.
URNISHED BY TICOR TITLE INSURANCE



NOTES:

1. THERE IS AN EASEMENT FOR INGRESS, EGRESS, CONSTRUCTION, MAINTENANCE OF UTILITIES & COUNTY & OTHER EMERGENCY VEHICLES OVER COMMON DRIVEWAYS IN PHASE I.
2. FOR INGRESS AND EGRESS EASEMENT SEE SHEET 4 OF 4.
3. ALL EASEMENTS SHOWN UPON THIS PLAT ARE RECORDED IN DEED BOOK 1309 PAGE 1296; EXCEPT WHERE OTHERWISE NOTED.
4. THE OWNER OF FEE TITLE TO THE PROPERTY ON WHICH AN EASEMENT IS SHOWN FOR STORMWATER MANAGEMENT PURPOSES SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF STORMWATER MANAGEMENT FACILITIES LOCATED THEREIN.
5. EASEMENTS SHOWN HEREON WERE FURNISHED BY TICOR TITLE INSURANCE COMPANY NO. LD302639.

W. HARRY ERVIN, A REGISTERED ENGINEER, HEREBY CERTIFY THAT THESE PLANS, ... EXHIBIT "B-2" ARE ACCURATE (WITHIN NORMAL TOLERANCES) AND COMPLY WITH THE ...SIONS OF TITLE 55 SECTION 79.58 (b) OF THE CODE OF VIRGINIA CONDOMINIUM ACT, ...HAT THE UNITS SHOWN HEREON ARE SUBSTANTIALLY COMPLETE (EXCEPT AS NOTED) IN ...DANCE THEREWITH.

W. HARRY ERVIN - REGISTERED ENGINEER

DEVELOPMENT ADMINISTRATION
AUTHORIZED FOR RECORDATION
THIS AUTHORIZATION DOES NOT
IMPLY APPROVAL FOR DEVELOPMENT

MARTIN E. CRAHAN
DIRECTOR OF DEVELOPMENT ADMINISTRATION

THE INSTRUMENT FILED WITH THIS MAP
IS RECORDED IN DB 1353 PG. 1305

THIS MAP RECORDED IN
MAP DRAWER 62 PAGE 50

UNITS AND ELEVATIONS
EXHIBIT "B-2"
TO THE DECLARATION OF

BuildAmerica Eight

A CONDOMINIUM

BRENTSVILLE MAGISTERIAL DISTRICT
PRINCE WILLIAM COUNTY, VIRGINIA
SCALE: 1"=20' SEPTEMBER 23, 1985

PREPARED BY
LARRY N. SCARTZ
CERTIFIED LAND SURVEYOR - WOODBRIDGE, VIRGINIA
TELEPHONE: LOCAL: 494-4181, METRO: 690-4955, STAFFORD: 659-2158

SHEET 3 OF 4

BK 1353 PG 1348

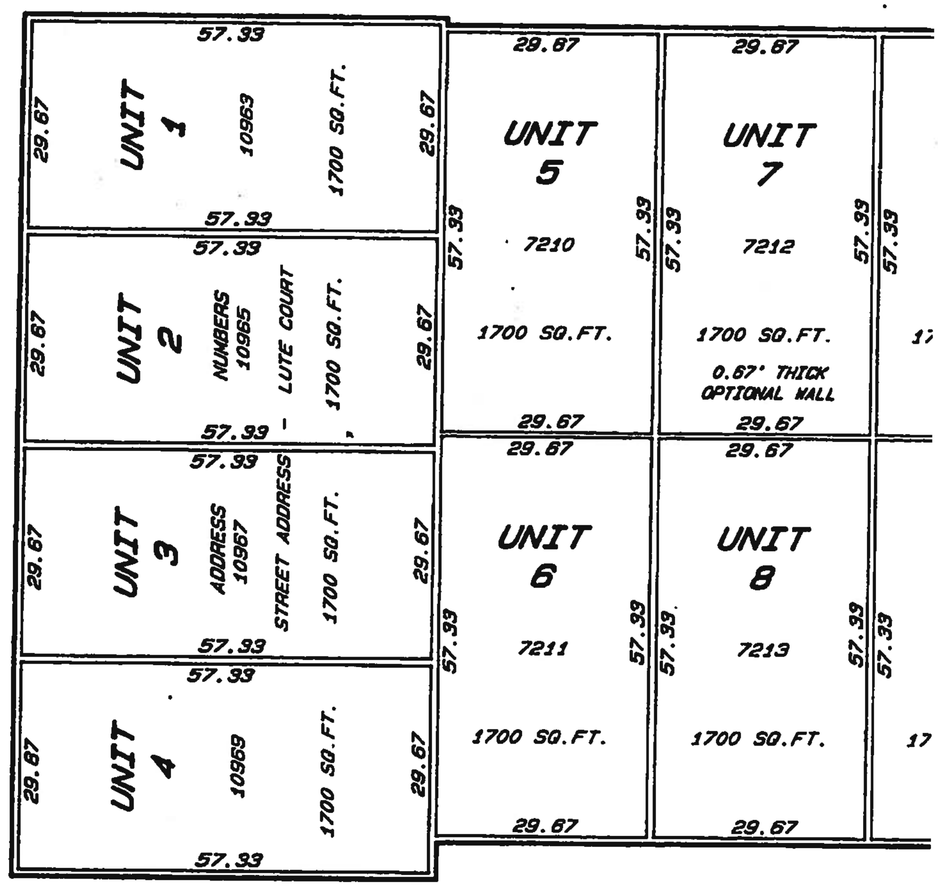
I, W. HARRY ERVIN, ...
LABLED EXHIBIT "B-2" A...
PROVISIONS OF TITLE 55...
AND THAT THE UNITS SHO...
ACCORDANCE THEREWITH.

W. HARRY ERV...

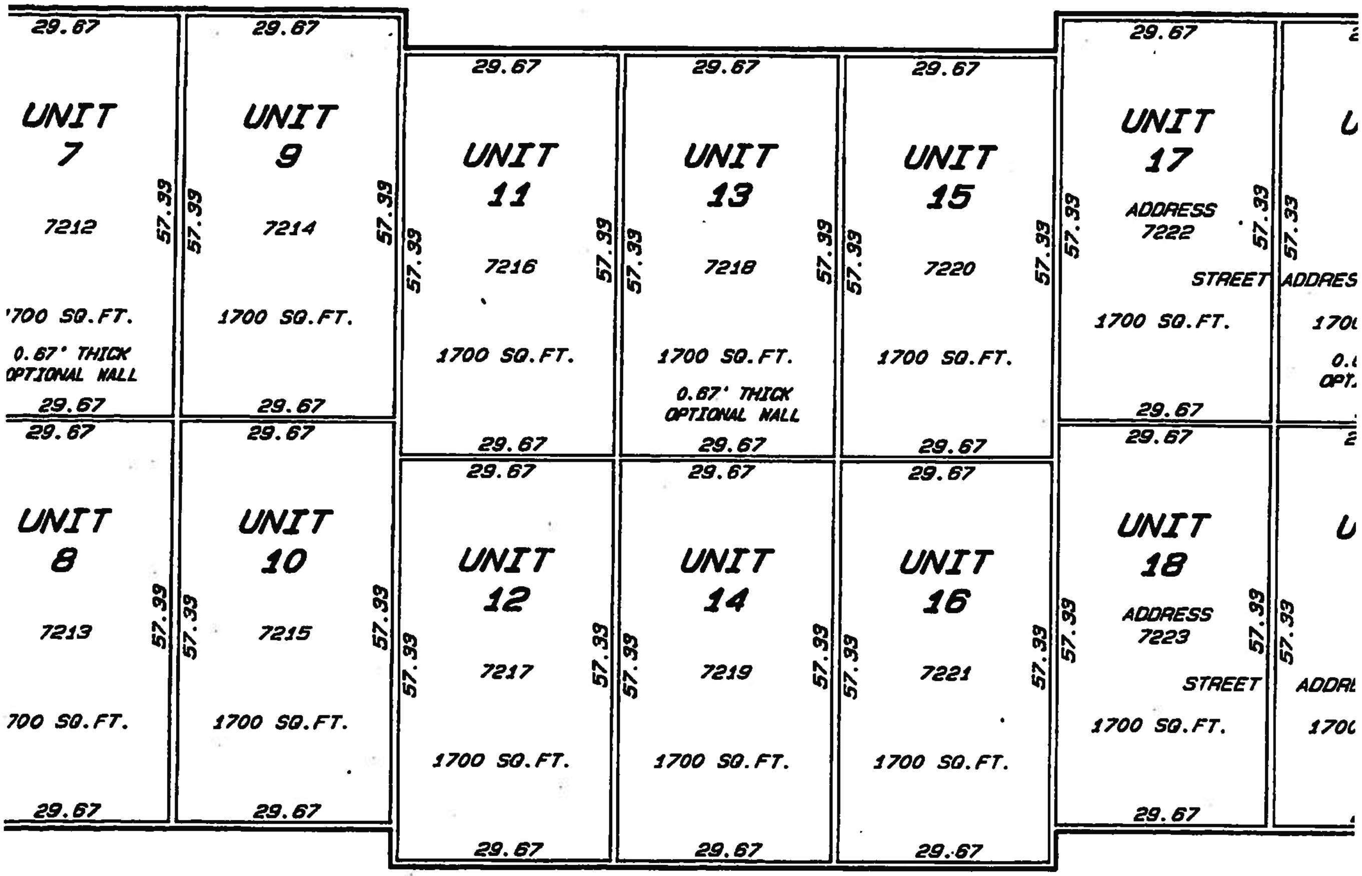
B

...BER	FLOOR ELEVATION
	255.13
9, 10	254.86
14, 15, 16	254.27
20, 21, 22	252.92
25, 26, 27	252.68
32, 33, 34	251.63
38, 39, 40, 41, 42, 43	248.63

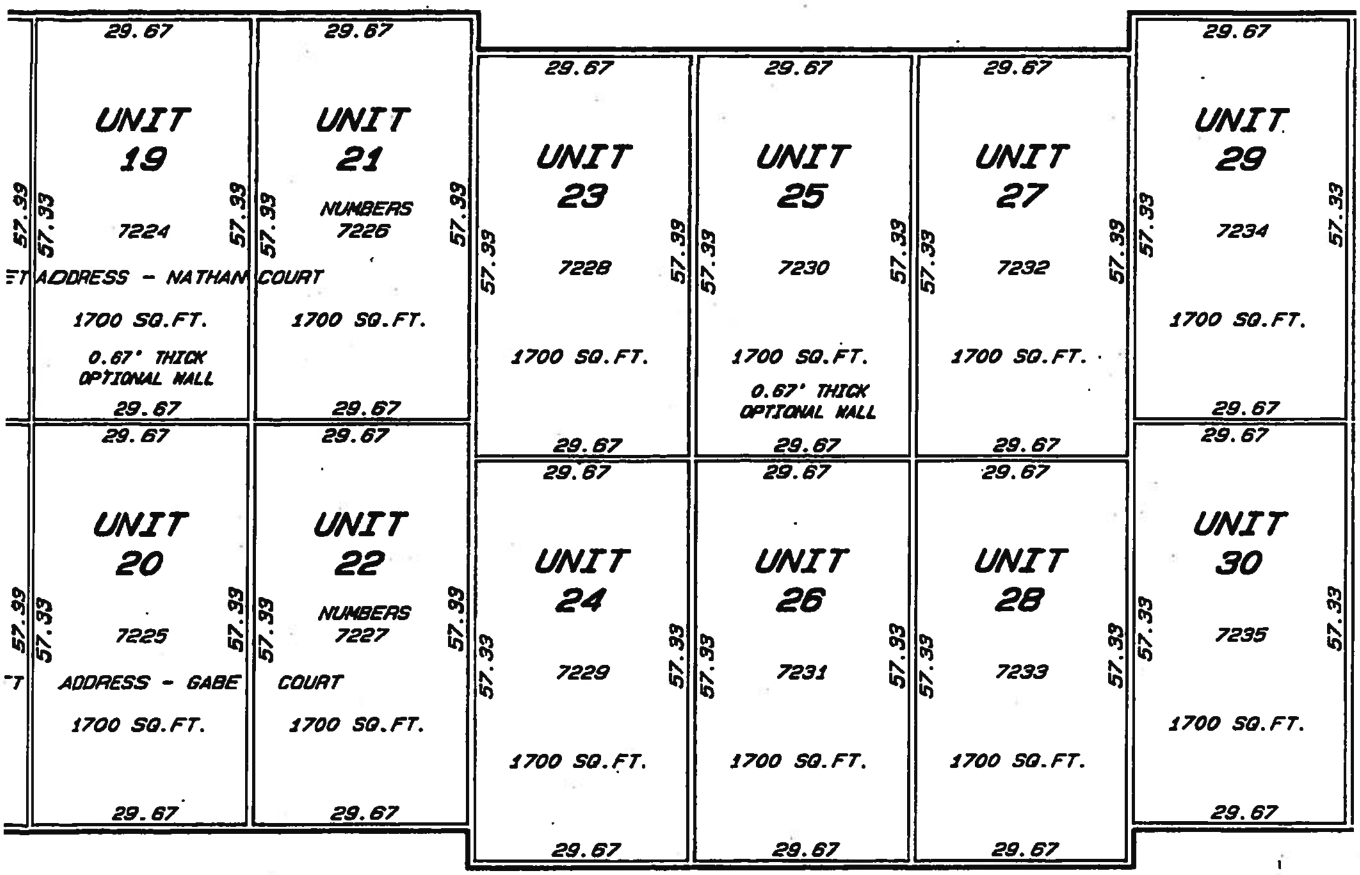
TEL



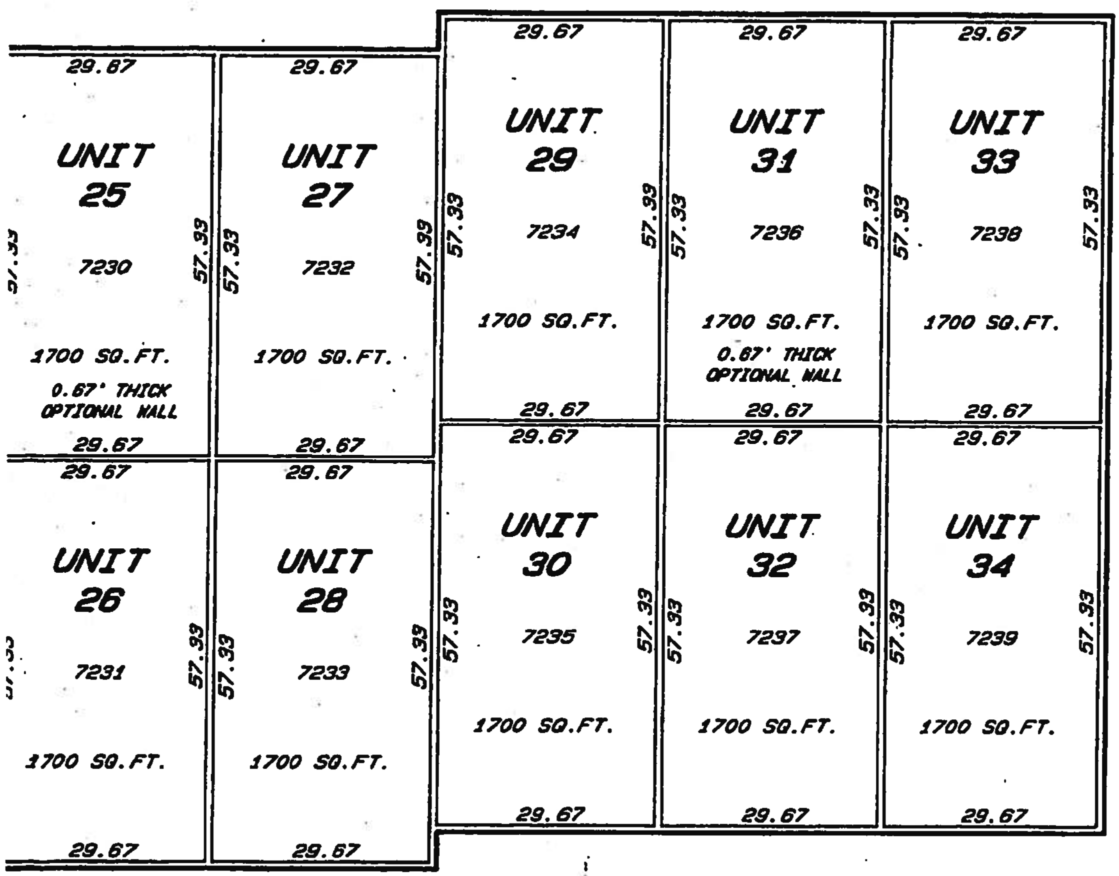
BUILDING "A"
(SUBSTANTIALLY COMPLETE)



UNIT 7
7212
1700 SQ.FT.
0.67' THICK OPTIONAL WALL
UNIT 9
7214
1700 SQ.FT.
UNIT 11
7216
1700 SQ.FT.
UNIT 13
7218
1700 SQ.FT.
0.67' THICK OPTIONAL WALL
UNIT 15
7220
1700 SQ.FT.
UNIT 17
ADDRESS 7222 STREET
1700 SQ.FT.
UNIT 8
7213
1700 SQ.FT.
UNIT 10
7215
1700 SQ.FT.
UNIT 12
7217
1700 SQ.FT.
UNIT 14
7219
1700 SQ.FT.
UNIT 16
7221
1700 SQ.FT.
UNIT 18
ADDRESS 7223 STREET
1700 SQ.FT.
29.67
57.33

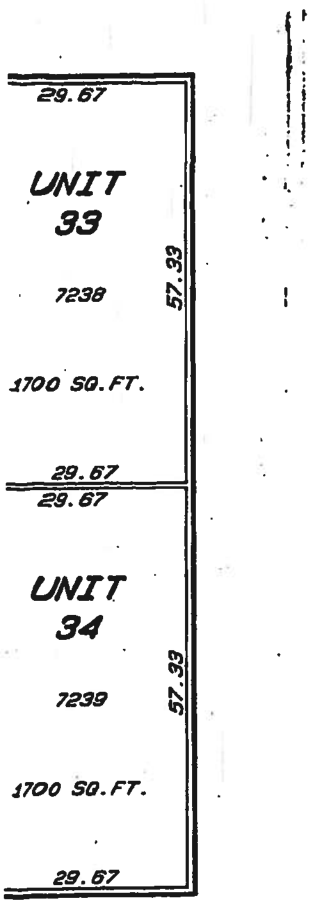

UNIT 19
7224
ET ADDRESS - NATHAN COURT
1700 SQ.FT.
0.67' THICK OPTIONAL WALL
UNIT 21
NUMBERS 7226
1700 SQ.FT.
UNIT 23
7228
1700 SQ.FT.
UNIT 25
7230
1700 SQ.FT.
0.67' THICK OPTIONAL WALL
UNIT 27
7232
1700 SQ.FT.
UNIT 29
7234
1700 SQ.FT.
UNIT 20
7225
T ADDRESS - GABE COURT
1700 SQ.FT.
UNIT 22
NUMBERS 7227
1700 SQ.FT.
UNIT 24
7229
1700 SQ.FT.
UNIT 26
7231
1700 SQ.FT.
UNIT 28
7233
1700 SQ.FT.
UNIT 30
7235
1700 SQ.FT.
29.67
57.33

BK 1353 PG 1345



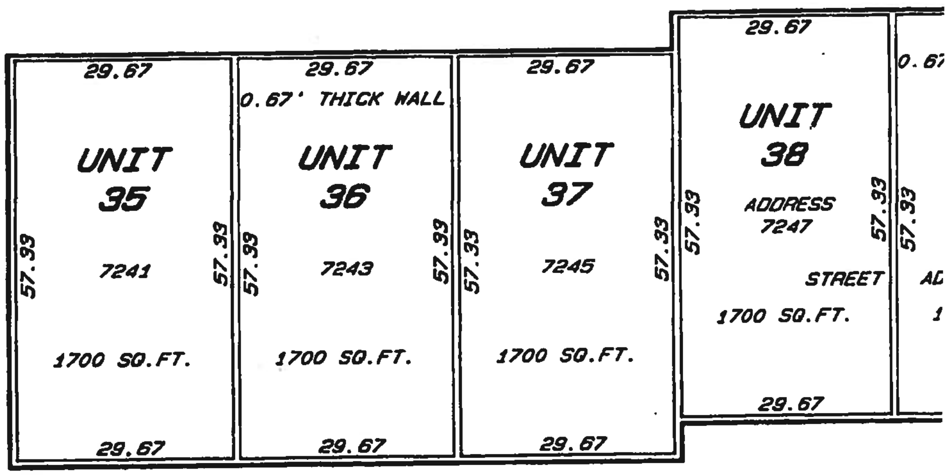
I, W. HARRY ERVIN, A REGISTERED ENGINE
LABLED EXHIBIT "B-2" ARE ACCURATE (WITHIN
PROVISIONS OF TITLE 55 SECTION 79.58(b) O
AND THAT THE UNITS SHOWN HEREON ARE SUBST
ACCORDANCE THEREWITH.

BK 1353 PG 1346



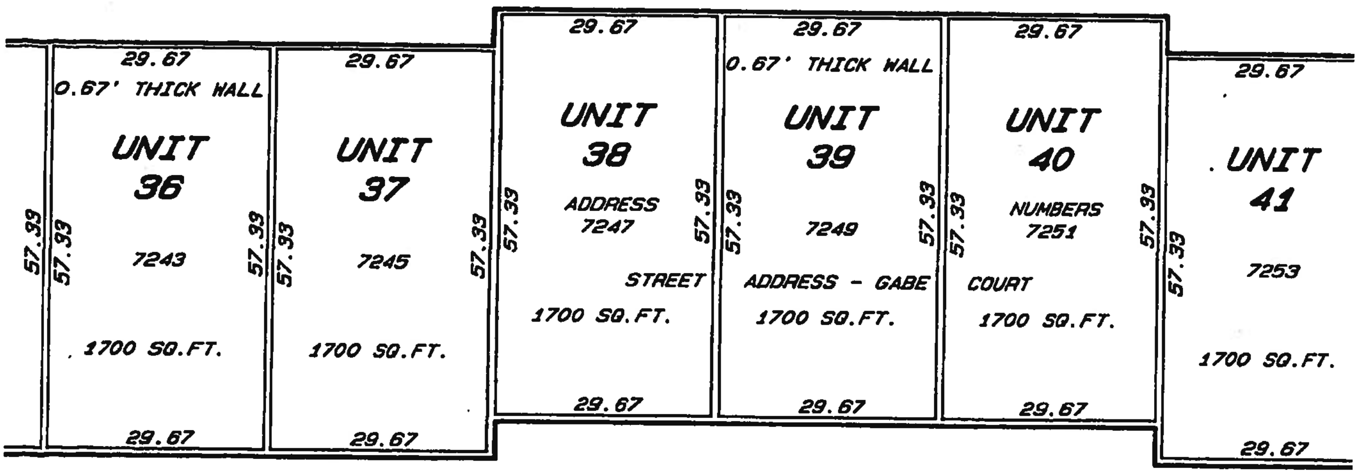
, HARRY ERVIN, A REGISTERED ENGINEER, HEREBY CERTIFY THAT THESE PLANS,
EXHIBIT "B-2" ARE ACCURATE (WITHIN NORMAL TOLERANCES) AND COMPLY WITH THE
IONS OF TITLE 55 SECTION 79.58(b) OF THE CODE OF VIRGINIA CONDOMINIUM ACT.
AT THE UNITS SHOWN HEREON ARE SUBSTANTIALLY COMPLETE (EXCEPT AS NOTED) IN
ANCE THEREWITH.

BK 1353 PG 1351



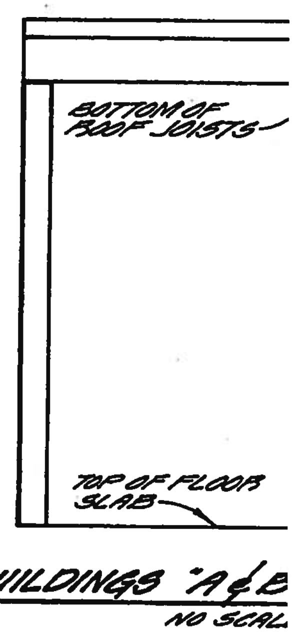
BUILDING "B"
(SUBSTANTIALLY COMPLETE)

NOTES
1. ELEVATIONS SHOWN HEREON ARE BASED ON U.S.C. & G.S. DATUM.
2. ALL WALL 1.0' THICK EXCEPT WHERE NOTED.



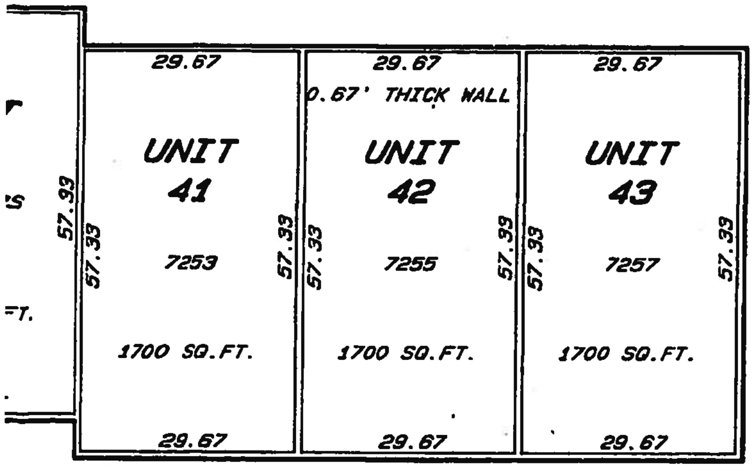
"B"
.LY COMPLETE)

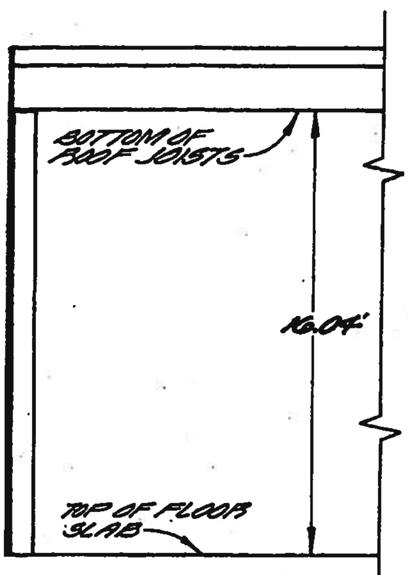
D ON U.S.C. & G.S. DATUM.
' NOTED.



BUILDINGS "A & B
NO SCAL

BK 1353 PG 1349





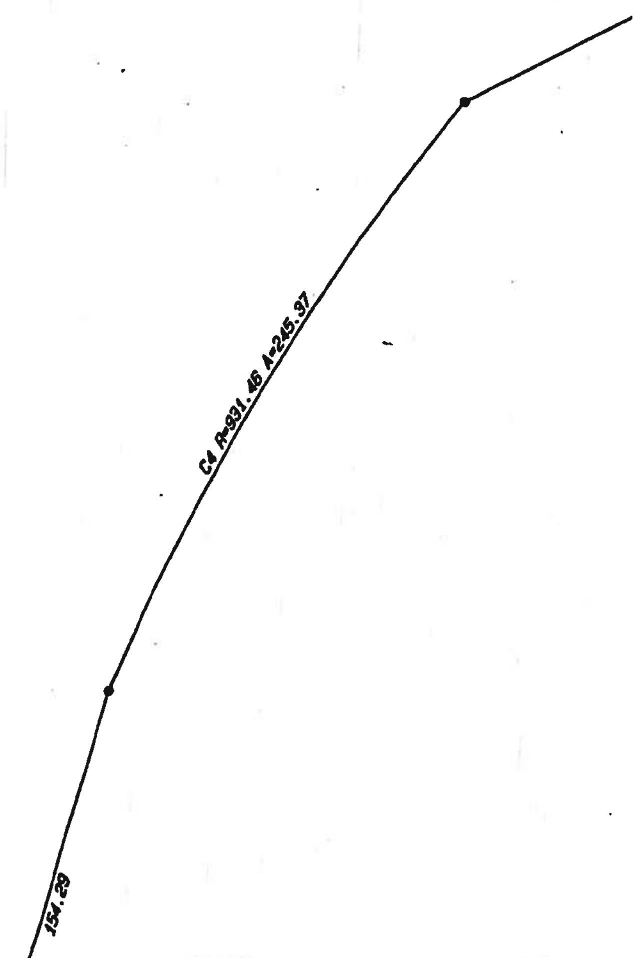
ILDINGS "A & B" (ALL UNITS)

NO SCALE

UNIT NUMBER						
1,	2,	3,	4			
5,	6,	7,	8,	9,	10	
11,	12,	13,	14,	15,	16	
17,	18,	19,	20,	21,	22	
22,	23,	24,	25,	26,	27	
29,	30,	31,	32,	33,	34	
35,	36,	37,	38,	39,	40,	41,

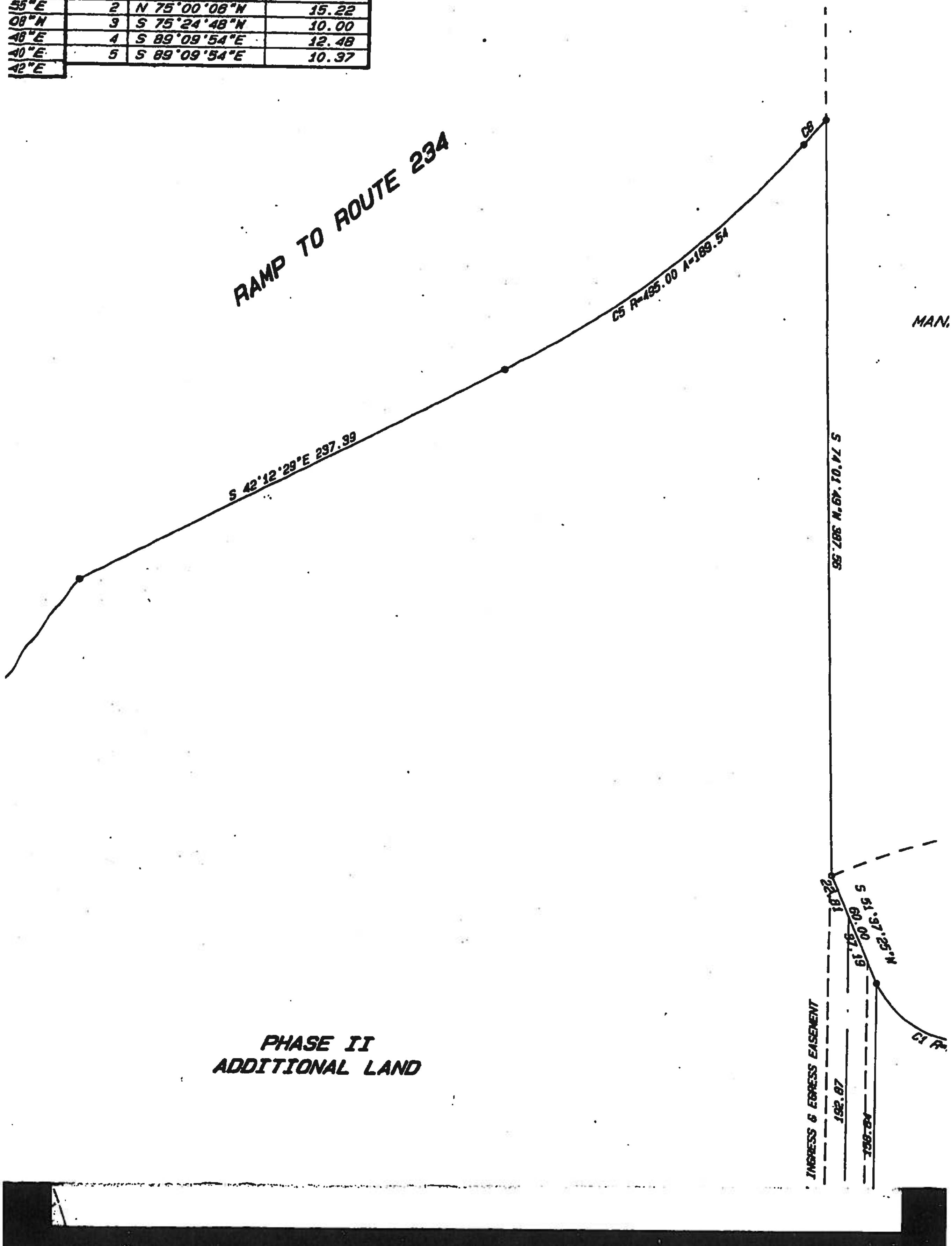
CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BRG
1	135°54'41"	53.00	125.72	130.89	98.25	S 18°34'19"E
2	70°33'29"	25.00	30.79	17.69	28.88	S 51°14'55"E
3	0°38'04"	899.93	9.97	4.98	9.97	N 75°19'08"W
4	15°05'35"	931.46	245.37	123.40	244.68	S 74°43'46"E
5	21°56'22"	495.00	189.54	95.95	188.39	S 53°10'40"E
6	2°24'18"	405.00	17.00	8.50	17.00	S 62°56'42"E

LINE	BEAR
1	N 75°00
2	N 75°00
3	S 75°24
4	S 89°09
5	S 89°09

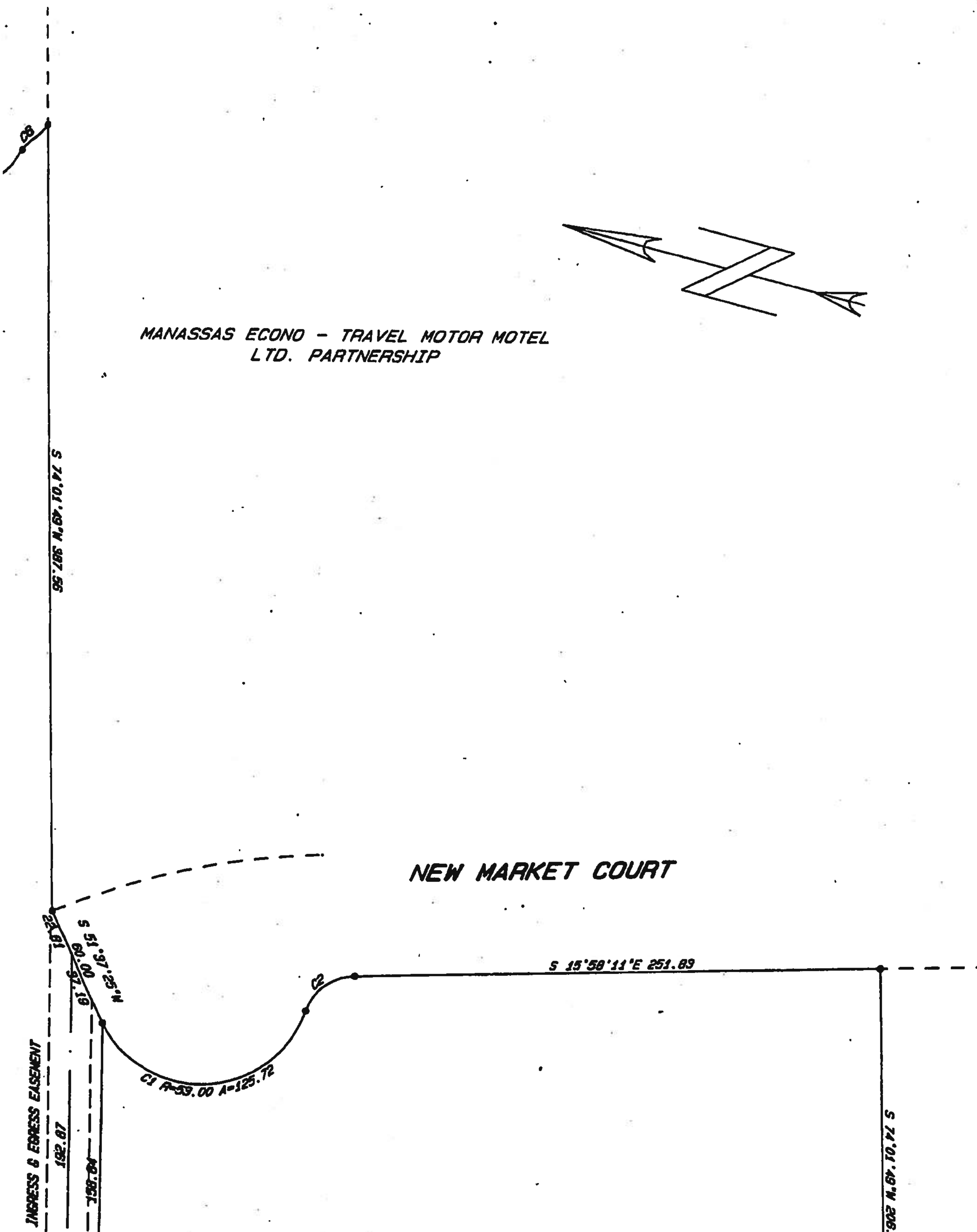


BK 1353 PG 1353

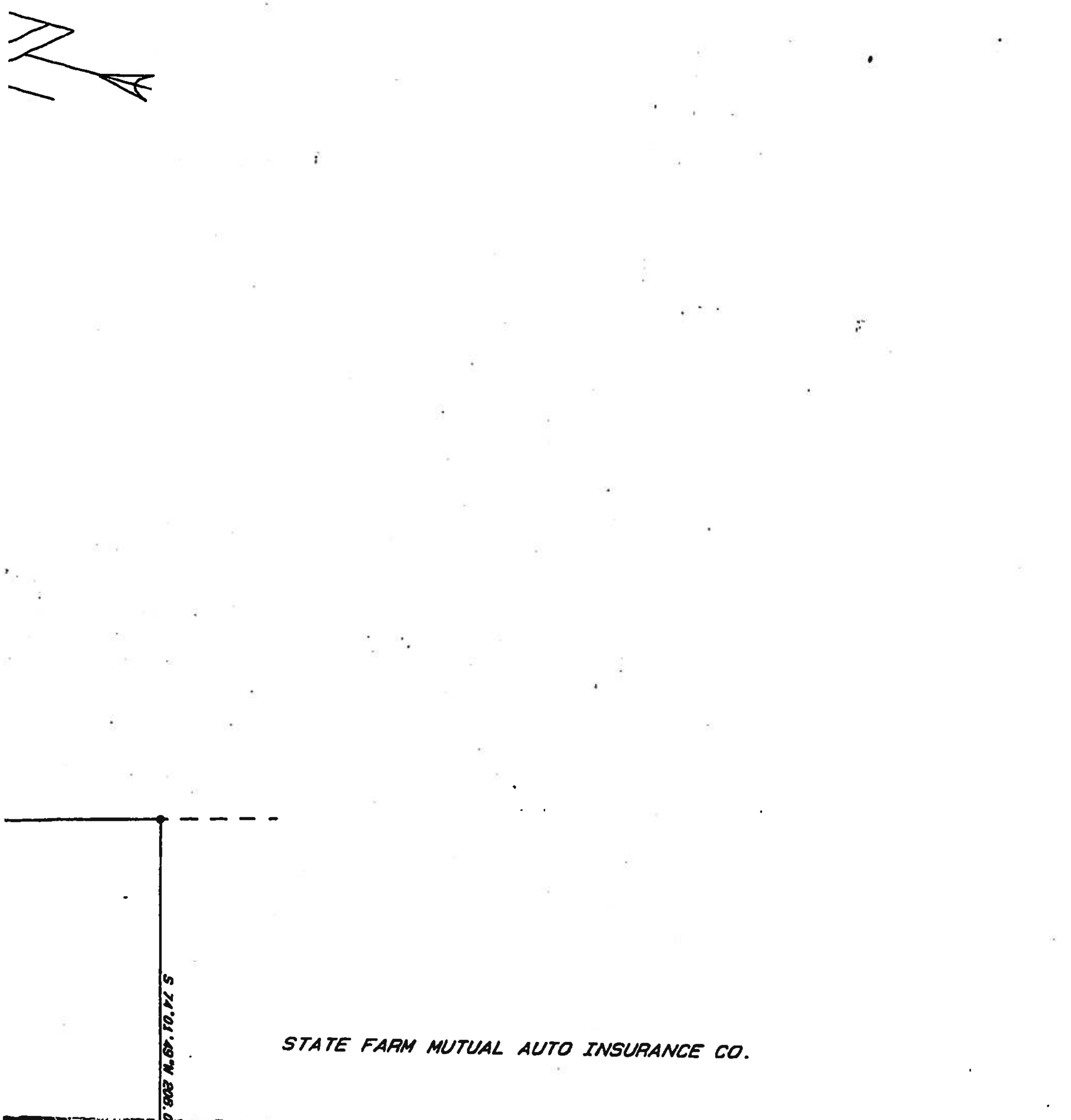
...RG	LINE	BEARING	DISTANCE
...19"E	1	N 75°00'06"W	8.66
...55"E	2	N 75°00'06"W	15.22
...08"W	3	S 75°24'48"W	10.00
...48"E	4	S 89°09'54"E	12.48
...40"E	5	S 89°09'54"E	10.37
...42"E			



BK 1353 PG 1354



BK 1353 PG 1355

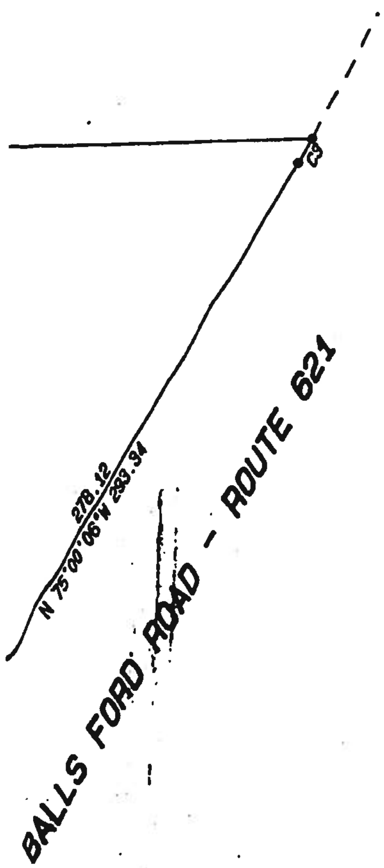


BK 1353 PG 1356

INSURANCE CO.

BK 1353 PG 1357

NSURANCE CO.



DEVELOPMENT ADMINISTRATION
AUTHORIZED FOR RECORDATION
THIS AUTHORIZATION DOES NOT
IMPLY APPROVAL FOR DEVELOPMENT
MARTIN E. CRAHAN
DIRECTOR OF DEVELOPMENT ADMINISTRATION

IS RECORDED IN DB 1353 PG. 1305

THIS MAP RECORDED IN
MAP DRAWER 62 PAGE 58

EXHIBIT "C"
TO THE DECLARATION OF

BuildAmerica Eight

A CONDOMINIUM

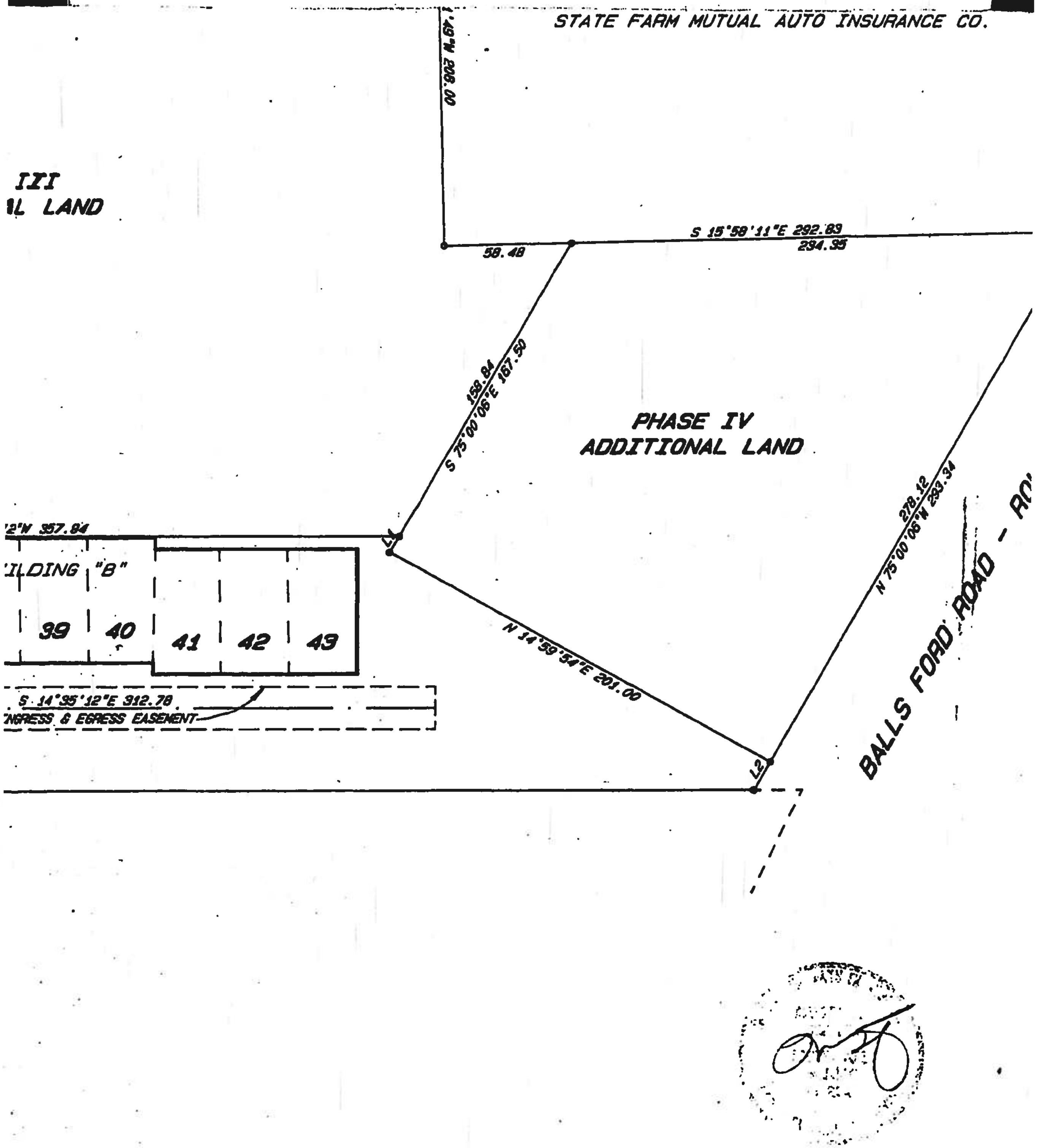
BRENTSVILLE MAGISTERIAL DISTRICT
PRINCE WILLIAM COUNTY, VIRGINIA
SCALE: 1"=50' SEPTEMBER 23, 1985

PREPARED BY
LARRY N. SCARTZ
CERTIFIED LAND SURVEYOR - WOODBRIDGE, VIRGINIA
TELEPHONE: LOCAL: 494-4181, STAFFORD: 659-2158 METRO: 690-4955

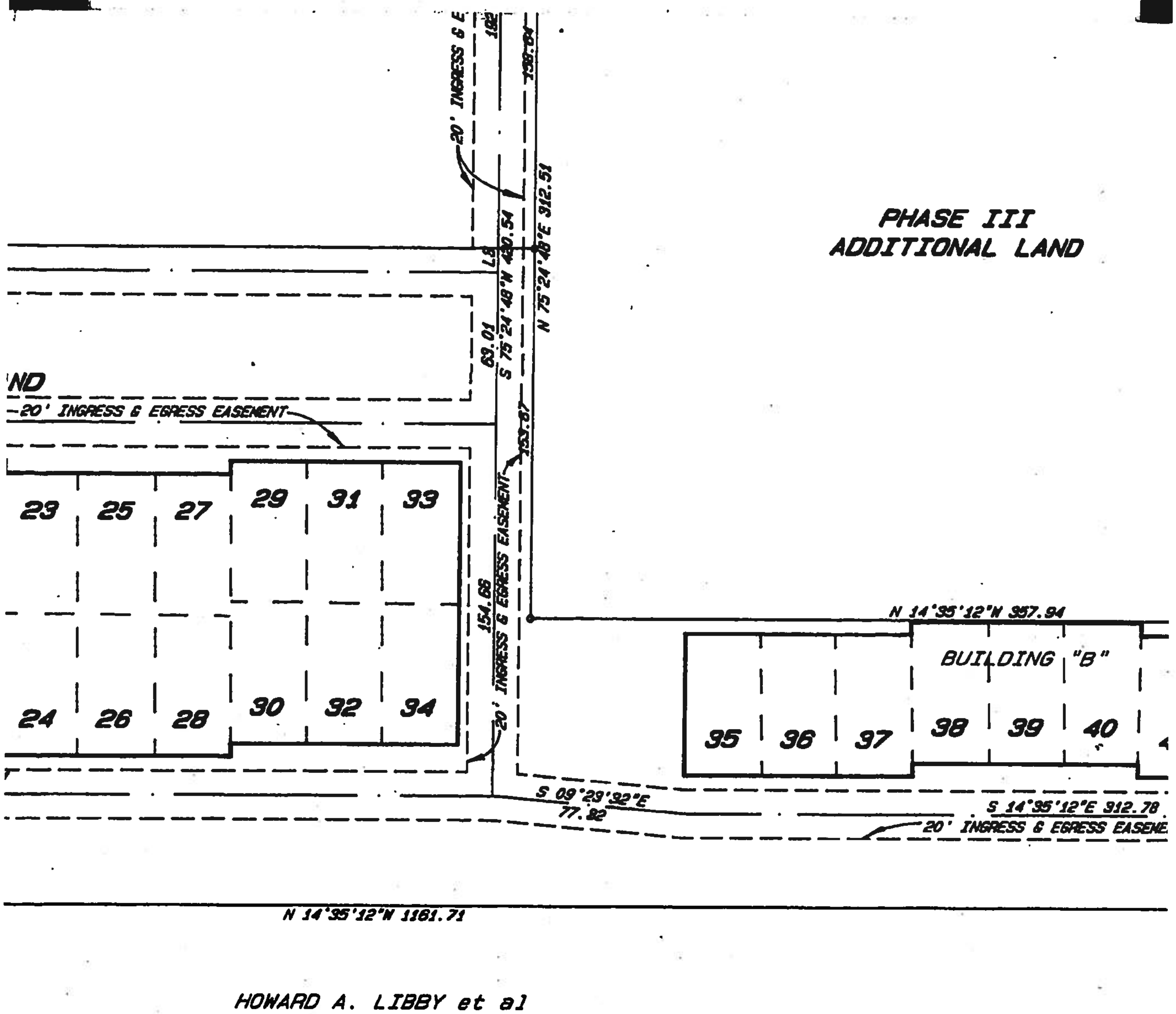
50 40 30 20 10 0 50 100 150
SCALE IN FEET

SHEET 4 OF 4

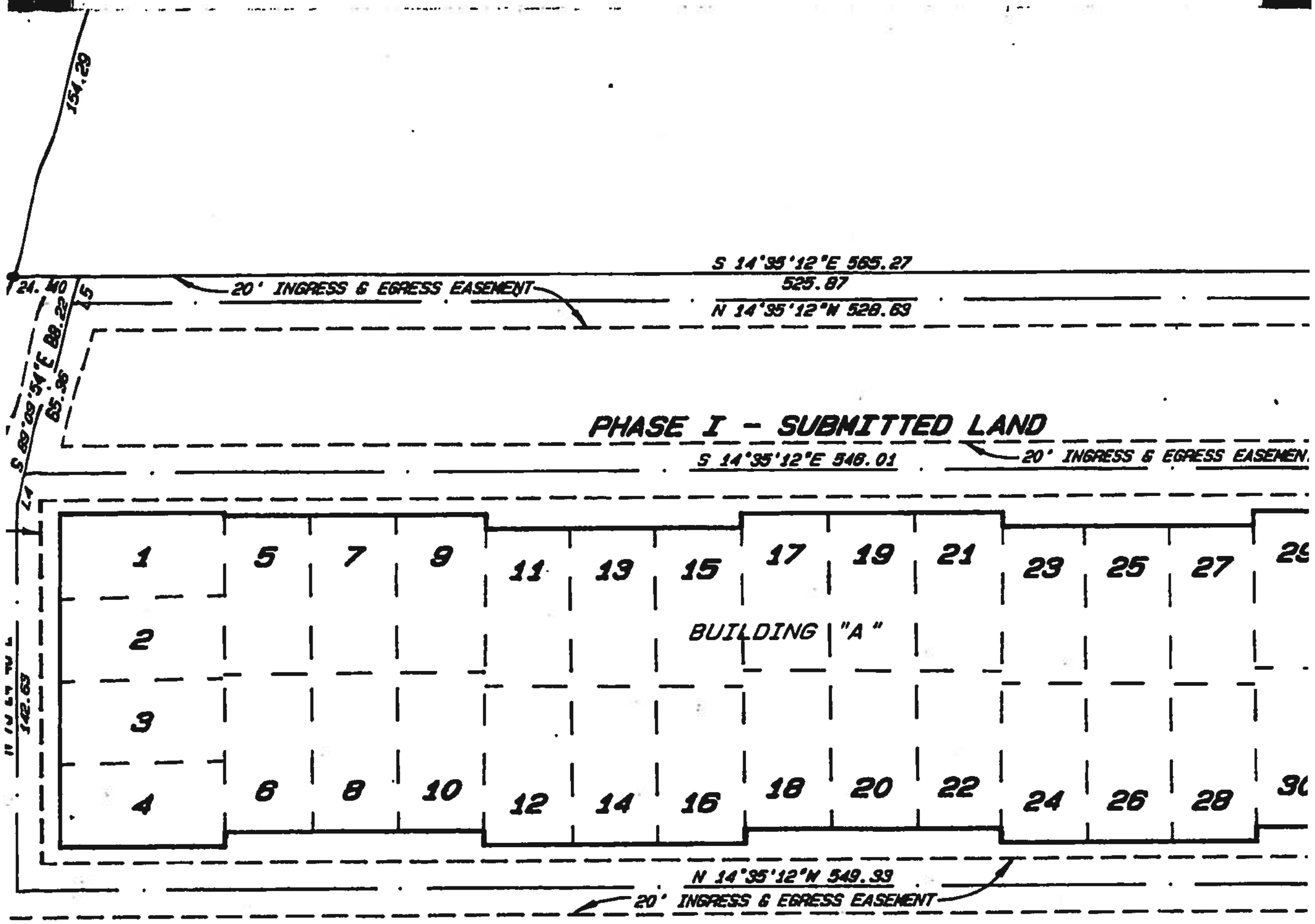
BK 1353 PG 1358



BK 1353 PG 1359



BK 1353 PG 1360



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BK 1353 PG 136 L