

PURCHASER SHOULD READ THIS DOCUMENT FOR HIS OWN PROTECTION

PUBLIC OFFERING STATEMENT

NAME OF CONDOMINIUM: Market Street at Town Center Condominium
LOCATION OF CONDOMINIUM: 12001 Market Street
Reston, VA 20191

NAME OF DECLARANT: Reston Apartments Holdings, LLC

ADDRESS OF DECLARANT: 6110 Executive Blvd., Suite 315
Rockville, MD 20852

EFFECTIVE DATE OF PUBLIC OFFERING STATEMENT: January 2, 2003
Virginia Registration No 02-138

This Public Offering Statement presents information regarding Condominium Units being offered for sale by the DECLARANT. Virginia Law requires that a Public Offering Statement be given to every Purchaser in order to provide full and accurate disclosure of the significant features of the Condominium Units being offered. The Public Offering Statement is not intended, however, to be all-inclusive. The Purchaser should consult other sources for details not covered by the Public Offering Statement.

The Public Offering Statement summarizes information and documents furnished by the DECLARANT to the Virginia Real Estate Board. The Board has carefully reviewed the Public Offering Statement to ensure that it is an accurate summary but does not guarantee its accuracy. In the event of any inconsistency between the Public Offering Statement and the material it is intended to summarize, the latter will control.

Under Virginia Law a Purchaser of a Condominium Unit is afforded a ten day period during which he or she may cancel the contract of sale and obtain full refund of any sums deposited in connection with the contract. The ten day period begins running on the contract date or the date of delivery of a Public Offering Statement, whichever is later. The Purchaser should inspect the Condominium Unit and all Common Areas and obtain professional advice. If the Purchaser elects to cancel, he or she must deliver notice of cancellation to the DECLARANT by hand or by United States mail, return receipt requested.

The following are violations of Virginia Law and should be reported to the Virginia Real Estate Board, Dept. of Professional and Occupational Regulation, 3600 West Broad Street, Richmond, Virginia 23230:

- a misrepresentation made in the Public Offering Statement
- an oral modification of the Public Offering Statement
- a representation that the Real Estate Board has passed on the merits of the condominium units being offered or endorses the condominium.

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SUMMARY OF IMPORTANT CONSIDERATIONS

The following are important matters to be considered in acquiring a Condominium Unit. They are highlights only. The narrative sections should be examined to obtain detailed information.

1. The Condominium will be governed by a Unit Owners Association. Each Unit Owner will have a vote on certain decisions of the Association and will be bound by all decisions including those with which he disagrees. See "UNIT OWNERS ASSOCIATION", Section J of this Public Offering Statement.
2. Certain decisions of the Unit Owners Association will be made by its Board of Directors. See "UNIT OWNERS ASSOCIATION", Section J of this Public Offering Statement.
3. The expenses of operating the Unit Owners Association will be paid by the Unit Owners on the basis of an annual budget. Each Unit Owner will be required to pay a monthly assessment. A Unit Owner cannot reduce the amount of his assessment by refraining from use of the Common Elements. See "UNIT OWNERS ASSOCIATION", Section J and "FINANCIAL MATTERS", Section M of this Public Offering Statement.
4. If a Unit Owner fails to pay an assessment when due, the Unit Owners Association will have a lien against his Condominium Unit. Certain other penalties may be applied. See "FINANCIAL MATTERS", Section M of this Public Offering Statement.
5. The Declarant must pay assessments on unsold Condominium Units.
6. The Declarant, its predecessors or principal officers have not undergone any type of debt relief proceeding.
7. The Declarant will retain control of the Unit Owners Association until 75% of the Units in the Condominium are sold and settled or until five (5) years from the date the first Unit is conveyed to a Unit Owner other than the Declarant, whichever first occurs. See "UNIT OWNERS ASSOCIATION", Section J of this Public Offering Statement.
8. A Managing Agent will perform the routine operations of the Unit Owners Association. The initial Managing Agent is not related to the Declarant. See "UNIT OWNERS ASSOCIATION", Section J of this Public Offering Statement.

9. The Declarant may rent unsold Condominium Units, without restriction of any kind. The right of any Unit Owner to rent his Unit is subject to certain restrictions. See "RESTRICTIONS ON TRANSFER", Section I of this Public Offering Statement.
10. The Declarant may convert convertible land without the consent of any Unit Owner, or may add any of the Additional Land without the consent of any Unit Owner.
11. The right of a Residential Unit Owner to resell his Condominium Unit is not subject to any restrictions. See "RESTRICTIONS ON TRANSFER", Section I of this Public Offering Statement.
12. The Units are not restricted to residential use; the Commercial Unit will be for commercial/recreational uses. The Declarant may use the Units it owns for sales purposes. See "DESCRIPTION OF THE CONDOMINIUM", Section C of this Public Offering Statement.
13. The Unit Owner may not alter the structure of his Unit or modify the exterior of the Unit without the approval of the proper representatives of the Unit Owners Association. See "ARTICLE VI, Section 7, of the By-Laws attached as APPENDIX II to this Public Offering Statement.
14. The Unit Owners Association will obtain certain insurance benefiting the Unit Owner, but the Unit Owner should obtain other insurance of his own. See "INSURANCE", Section N of this Public Offering Statement.
15. The Unit Owner will pay real estate taxes on his Condominium Unit. See "TAXES", Section O of this Public Offering Statement.
16. The Unit Owner's right to bring legal action against the Declarant is limited by the Addendum to the purchase contract to arbitration.
17. The Condominium Units will not be offered for sale as a "time-share" condominium.
18. Marketing and sale of condominium units will be conducted in accordance with the Virginia Fair Housing Law (Code of Virginia Section 36-96.1 et. seq.) and the Virginia Condominium Act (Code of Virginia Section 55-79.52(c).

INTRODUCTION

Reston Apartments Holdings, LLC (the "Declarant"), hereby presents this, its proposal for the creation of condominium units on certain real estate which it owns in Fairfax County, Virginia, pursuant to Title 55, Section 55-79.39 et seq. of the Code of Virginia, 1950 Edition, as amended, ("The Condominium Act"). The condominium to be created shall be called MARKET STREET AT TOWN CENTER CONDOMINIUM, (the "Condominium"). The Condominium is a mixed-use project including Units designated for residential use (the "Residential Units") and Units designated for commercial or retail use (the "Commercial Units").

This Public Offering Statement contains certain narrative sections which attempt to explain certain important information in terms which the layman can understand. This Public Offering Statement also includes various legal documents which are of a more technical nature and which are attached as appendices hereto. Although the Declarant has made every effort to present the material contained in this Public Offering Statement in as understandable a fashion as possible, prospective Purchasers reviewing this material are invited and encouraged to have this material reviewed by their own legal counsel.

Prospective Purchasers should also be aware that while the material contained in this Public Offering Statement is not intended to be all inclusive, any information or data regarding the Condominium not presented in this Public Offering Statement must not be relied upon. No person has been authorized by the Declarant to make any representation not expressly contained herein.

A. THE CONDOMINIUM CONCEPT.

The term "condominium" refers to a form of property ownership. Condominium ownership is a property right which, in effect, combines two older forms of ownership. The Condominium Unit Owner is (1) the sole owner of the portion of a building which comprises his living quarters or business (as the case may be) and is (2) one of many mutual owners (legally speaking, "tenants in common") of common facilities which service his and other living quarters or business (as the case may be), and of common areas which the Unit Owner may use and enjoy along with owners of other Units. Common Elements are all portions of the condominium which are not included within the Units. The Common Elements constitute the land and those portions of the structures which support, enclose or service the Units. Each individual Unit Owner has a proportionate fractional share, an "undivided interest", in the Common Elements, which means that all Unit Owners have a share in the ownership of all Common Elements. In this Condominium, the undivided interest of each Unit is a fraction and is called its "Common Element Interest". The ownership of a Common Element Interest gives the Unit Owner the right to participate in the control of all the Common Elements (subject to the Declarant's reserved rights of

control as set forth in the Condominium Instruments described below), and imposes upon the Unit Owner the obligation to pay a defined share of the expenses of operating and maintaining all of the Common Elements. It is the ownership of an undivided interest in the Common Elements which distinguishes condominium ownership from other forms of property ownership.

Certain Common Elements may be designated Limited Common Elements. A Limited Common Element is a portion of the Common Elements set aside for use by less than all of the Unit Owners. The Unit Owner of a Unit to which a Limited Common Element is assigned has a special right to use the Limited Common Element as set forth in the Condominium Instruments. Responsibility for and maintenance of the Limited Common Elements is set forth in the Bylaws Maintenance and Repair Responsibility Chart, attached as a part of Appendix II to this Public Offering Statement.

Certain Common Elements may be designated as Reserved Common Elements. A Reserved Common Element is a portion of the Common Elements set aside for use by less than all of the Unit Owners not by the Condominium Instruments, but rather by the Board of Directors of the Unit Owners Association. The Board of Directors may, therefore, terminate a Unit Owner's right to restricted use of a Reserved Common Element.

The Condominium building is also described as Convertible Land which allows the Declarant to convert the building on a floor by floor basis into Residential Units. The Declarant reserves the right to add any number of Units and any portion of the Convertible Land at any time (see "DESCRIPTION OF THE CONDOMINIUM", Narrative Section C of this Public Offering Statement).

A list of the defined terms used in this Public Offering Statement is found in Article I of the Bylaws attached as Appendix II.

B. CREATION OF THE CONDOMINIUM.

(1) The Declaration.

The essential function of the Declaration is to describe property rights within the Condominium. The Declaration is more detailed than this Public Offering Statement about the Units and the Common Elements (including the Limited Common Elements). The Declaration also contains definitions, describes certain easements and contains various other provisions. Technically, the Bylaws and the Plats and Plans described below are integral parts of the Declaration and all collectively known as the Condominium Instruments. The Declaration will be recorded in the Clerk's Office of the Circuit Court of Fairfax County, Virginia. A copy of the proposed Declaration is attached to this Public Offering Statement as part of Appendix I. The Declaration creates the Condominium on

the "Submitted Land". In addition, the Declaration establishes special property rights within the Condominium, such as Limited Common Elements. Although the Declarant intends to sell all the Units, the Declaration reserves for the Declarant the right to rent any Units not sold. The Declaration establishes the boundaries of the Units and assigns to each Unit an undivided share (i.e. Common Element Interest) in the Common Elements of the Condominium. In addition, the Declaration creates certain easements running in favor of the Unit Owners Association and further reserves certain easements and rights to the Declarant.

(2) The Bylaws.

The Bylaws of the Condominium (Appendix II to this Public Offering Statement) provide for the administration of the Condominium, set forth the various rights and maintenance responsibilities between the individual Unit Owners and the Unit Owners Association, provide for the financial operation and management of the Condominium, and provide for administration and enforcement of certain use restrictions designed to promote the health, welfare and safety of all of the Unit Owners and to preserve and protect the value of the Units and Common Elements. The Bylaws contain a complete list of the defined terms used in this Public Offering Statement.

(3) Amendments to Condominium Instruments.

Attached as Appendix III to this Public Offering Statement is a proposed form of Amendment to the Condominium Instruments which will add the Additional Land and the Units thereon to the Condominium. This document, if and when recorded among the land records of Fairfax County, Virginia, will expand the Condominium. Declarant reserves the right to add any number of Units and any portion of the Additional Land at any time. These Amendments to the Condominium Instruments also reallocate the Common Element Interests among all Units then in the Condominium.

The Unit Owners may amend the Declaration and Bylaws by agreement of Unit Owners of Units to which two thirds (2/3) of the votes in the Unit Owners Association appertain. Some amendments also require the consent of mortgagees of Units.

(4) The Plats and Plans.

The basic function of the Plats and Plans attached as Exhibits "D" and "E" to the Declaration (attached as Appendix I to this Public Offering Statement) is to depict graphically the Condominium and Units. These plats and plans will be recorded with the Declaration. All Plats and Plans (not to scale) included as exhibits to the Declaration have been photoreduced for ease of presentation and are included in this Public Offering Statement for distribution to purchasers. Full size copies of these exhibits are available for

inspection by prospective Purchasers, during normal business hours, at the Declarant's sales office.

Plats and plans for additional phases will be recorded with subsequent Amendments to the Declaration as the Condominium is expanded. The plats show the location and dimensions of the Submitted Land and Additional Land, the intended location and dimensions of any contemplated improvements which are to be located on any portion of the Submitted Land, and, to the extent feasible, the location and dimensions of all easements appurtenant to the Submitted Land and Additional Land.

The Declarant, pursuant to the provisions of Section 55-79.96 of the Condominium Act, shall promptly forward to each contract Purchaser of a Unit an exact copy of the recorded Declaration, Bylaws, and any Amendments thereto after said instruments are recorded in the Clerk's Office of the Circuit Court of Fairfax County, Virginia. Such documents are commonly referred to as the "Condominium Instruments".

C. DESCRIPTION OF THE CONDOMINIUM.

(1) Expandable Condominium.

The Condominium is an "Expandable Condominium" which is defined in the Section 55-79.41(n) of The Condominium Act as "a condominium to which additional land may be added in accordance with the provisions of the Declaration and of this chapter". The Condominium, if fully expanded, may be situated on parcels of land containing approximately 3.91 acres of land (the "Condominium Property") and may contain up to a total of 333 Residential Condominium Units, and a Commercial Condominium Unit of approximately 4,200 square feet in size.

(2) Submitted and Additional Land.

The first twenty six (26) Units to be included in the Condominium are located on a parcel of land approximately 31,284 square feet in size shown as Phase 1 on the Plat (the "Submitted Land" attached hereto as Exhibit "D" to the Declaration (Appendix I to this Public Offering Statement). The Additional Land consists of approximately 2.20 acres which are shown on the Condominium Plat and which are legally described as Phases 2 through 7 on Exhibit A-1 to the Declaration. The phases in the Additional Land shown on the Plat and the Units to be located thereon may be added to the Condominium by the recordation of Amendments to the Declaration, a proposed form of which is attached hereto as Appendix III to this Public Offering Statement. The Declarant may add all or any portion of the Additional Land without the consent of any Unit Owner. At the present time, the Declarant intends to add the Additional Land in six (6) additional phases together with the three hundred thirty three (333) Residential Units and the Commercial Unit and the

Common Elements planned to be constructed thereon approximately eighteen (18) months from the time the initial Units are completed.

(3) Additional Land.

The Declarant reserves the right to submit any portion of the Additional Land as convertible or withdrawable land in accordance with the Condominium Act and may designate as convertible spaces any portion of any building on the Additional Land. The Additional Land is depicted on the Condominium Plat attached as Exhibit D to the Declaration and is described legally as Phases 2 through 7 in Exhibit A-1 to the Declaration.

The maximum number of Residential Units that this Condominium (if fully expanded) will contain is three hundred thirty three (333) and the maximum number of commercial units is one (1) while the maximum number of Units per acre which could ever be contained in the Condominium, even if fully expanded, is one hundred (100).

No assurances are given with regard to what portions of the Additional Land may be added. No assurances are given as to the specific locations of improvements on the Additional Land. No assurances are given as to the specific phasing of the Condominium.

The construction and development of the Condominium may be abandoned or altered, at the Declarant's option, short of completion and land and buildings originally intended for condominium development may be put to other uses or sold.

The Commercial Unit containing approximately 4,200 square feet of floor area shall be located in the building to be constructed on Phase 2 of the Additional Land. Other improvements to be constructed on the Additional Land shall consist of six (6) residential buildings and associated plaza and common areas and portions of the underground parking garage serving such buildings.

(4) Commercial Unit

Approximately 4,200 square feet of the first floor of the building to be constructed in Phase 2 of the Condominium will be reserved for commercial related uses. All such uses will be in conformance with the Condominium Instruments and the applicable zoning regulations of Fairfax County. At present the commercial space has been leased for a period of ten (10) years with an option to renew for three (3) additional five (5) year terms to Reston Town Center Committee for use as a cultural center and other related uses.

The Condominium is to be constructed so that the Residential Unit Owners and Commercial Unit Owners will co-exist with a minimal amount of disturbance or interference from one another but so that certain potential efficiencies created by the mixed use nature of the complex can be realized. However, in order to address those instances where there is overlap between the residential section and the commercial section (such as, for example, the use of certain common facilities), certain easements and rights of way are required between such sections. Such easements and rights of way are more particularly described in the Declaration attached hereto as Appendix I.

(5) Permitted Residential and Commercial Uses.

The Units in the Condominium are restricted to residential and commercial/retail use (in the case of the Commercial Unit) except that the Declarant may use Units owned or leased by the Declarant as models, management offices, sales offices or customer service offices; other reasonable, temporary non-residential uses may be permitted by the Board of Directors. No Residential Units are planned to be rentals except as above described. The restrictions on the uses of Units are set forth in Article XI or the Bylaws. The Declarant does not intend to sell more than twenty percent (20%) of the Units to persons who do not intend to occupy the Units as their residence.

(6) Common Facilities.

The Condominium when fully constructed will have a swimming pool which is located on Phase 1 and a clubhouse with a fitness center to be located in the building to be constructed in Phase 1 of the Condominium. At the time of initial occupancy of Units by purchasers, although the recreational facilities will be substantially complete, they may not be available for immediate use pending installation of finishes and equipment.

(7) Parking.

The Condominium will be served by approximately 550 underground garage parking spaces, of which approximately 10 are "tandem spaces", resulting in a parking ratio of at least 1.6 spaces per Residential Unit. The Commercial Unit will be allocated at least 4 limited common element parking spaces for its exclusive use.

D. INDIVIDUAL UNITS.

(1) Type, Number and Location.

The Condominium shall consist of up to three hundred thirty three (333) Residential Units in seven (7) four/five story buildings. The Residential Units may be a mix of one (1) two (2) and three (3) bedroom units. The various locations, types, and

approximate dimensions of each of the Units in the first phase to be offered for sale are shown on the ~~Plan~~ and Plans attached as Exhibits "D" and "E" to the Declaration (Appendix I to this Public Offering Statement). Floor Plans showing approximate dimensions and layout of each Unit type to be offered are attached as Appendix VI to this Public Offering Statement.

(2) Unit Boundaries.

Generally speaking, each Unit will consist of the space bounded by the walls, floor and ceiling of the Unit. The Unit will also include (i) all nonstructural interior partition walls located within the boundaries of the Unit excepting such part as may comprise part of the Common Elements; (ii) the decorated surfaces of all boundary walls, ceilings and floors, including paint, sheetrock, plaster, carpeting (if furnished), flooring and other finishing materials; (iii) all fixtures, appliances, mechanical and electrical systems and equipment, heating and air conditioning apparatus, cabinets, and water and sewage pipes serving only that unit; (iv) the windows, entry doors, and any sliding glass doors or French doors, and (v) those portions of any chutes, ducts, conduits, wires, bearing walls, bearing columns, or any other apparatus lying partially within and partially outside of the designated boundaries of a Unit, but serving only that Unit (any portions thereof serving more than one Unit or any portion of the Common Elements is deemed a part of the Common Elements).

(3) Restrictions on Alterations.

Neither Commercial nor Residential Unit Owners will be permitted to make any structural changes, additions or renovations to their Units, or make any change to Unit exteriors without prior written consent of the appropriate representatives of the Unit Owners Association.

(4) Optional Improvements.

The Units will be delivered equipped and finished as set forth in the individual Purchase Agreements. The Declarant may offer a limited number of optional extras and custom finishing; if so, the options to be installed will be set forth in the Purchase Agreements.

(5) Development Schedule.

Construction of the Condominium building began in December 2001. The first Units are expected to be completed by Fall of 2003.

(6) Sound Conditioning.

The Condominium will be constructed generally to comply with the sound standards established by the United States Department of Housing and Urban Development (and employed by the Federal National Mortgage Association). However, the Declarant cautions all purchasers that in some locations some noise leaks may occur. Noise generated by the operation of appliances and plumbing fixtures (e.g., faucets, toilets, disposers, whirlpool tubs and drains) in adjacent Units may be audible. Noise will be audible from the hallways through Unit entrance doors. Therefore, noise sensitive individuals should be aware that, while the building will be generally well sound-insulated, certain intermittent noises from adjacent living units and service areas are likely to be audible. Further, to reduce sound transmission, the Bylaws require Residential Unit Owners to maintain floor coverings (carpet or rugs and padding) over no less than seventy-five percent (75%) of all floors in each room.

E. COMMON ELEMENTS.

The Common Elements of the Condominium consist of General Common Elements, Residential Limited Common Elements, Individual Residential Limited Common Elements, Commercial Limited Common Elements and Individual Commercial Limited Common Elements. Although the Common Elements are owned in common by all Unit Owners, the Declarant, the Residential Unit Owners, the Commercial Unit Owners and the Board of Directors, have been given certain powers with respect to specific Common Elements, including the power to regulate the use and operation of such Common Elements as described in the Condominium Instruments. The Common Elements are expected to be completed by the time of conveyance of the first Unit.

(1) General Common Elements.

The General Common Elements are shown on the Plats and Plans and consist of the entire Condominium other than the Commercial and Residential Units and the Limited Common Elements, and include without limitation the following:

- (a) The land within the Condominium Property;
- (b) The air space around and above the Condominium;
- (c) All foundations, columns, girders, beams and supports of the buildings not included as parts of Commercial and Residential Units or Limited Common Elements;
- (d) The roof and roof structure not included as parts of Commercial and Residential Units or Limited Common Elements;

(e) All exterior masonry walls and facings of the buildings (including without limitation the structural grid wall), and all partitions separating Units not included as parts of Commercial and Residential Units;

(f) Portions of the utility systems serving the General Common Elements or all of the Units;

(g) The mechanical and maintenance rooms not included as parts of Commercial and Residential Units or designated as Limited Common Elements;

(h) All pumps, pipes, wires, cables, conduits and other apparatus relating to the water distribution, power, light, telephone, gas, sewer, heating, air conditioning and plumbing systems located in and/or serving only the Condominium and not included as parts of Commercial and Residential Units or designated as Limited Common Elements;

(i) All entrance doors and windows located in the Condominium except those deemed Limited Common Elements;

(j) The central loading and delivery areas, if any; and

(k) Except as otherwise set forth in the Declaration, all apparatus and installations existing or hereinafter constructed in the building or on the Condominium Property.

(2) Limited Common Elements.

Certain Common Elements are designated as "Limited Common Elements". The location of the various Limited Common Elements are depicted on the Plats and Plans. What makes such Common Elements "limited" is that they are reserved for the exclusive use of one or more (but less than all) of the Unit Owners, to the exclusion of the rest of the Unit Owners. The Declaration for the Condominium establishes several classifications of Limited Common Elements, including "Residential Limited Common Elements", "Individual Residential Limited Common Elements", "Commercial Limited Common Elements" and "Individual Commercial Limited Common Elements". The Residential Limited Common Elements are reserved for the use of all Residential Unit Owners in the Condominium and the Commercial Limited Common Elements are reserved for the use of all of the Commercial Unit Owners in the Condominium. The Individual Residential Limited Common Elements are reserved for the exclusive use and benefit and are the responsibility of one (1) or more, but less than all, of the Residential Units and their Owners. Individual Commercial Limited Common Elements are reserved for the exclusive use and benefit and are the responsibility of one or more, but less than all, of the Commercial Units and their Owners.

(a) Individual Residential Limited Common Elements. The Individual Residential Limited Common Elements in the Condominium are balconies or patios appurtenant to each Unit as are designated on the Condominium Plans attached as part of Appendix I to this Public Offering Statement. Underground storage and garage spaces are expected to be assigned as Individual Residential Limited Common Elements to Units by the Declarant. Certain storage spaces on the uppermost floor (penthouse) have been assigned to Units on that floor as shown on the Plans.

(b) Residential Limited Common Elements. The Residential Limited Common Elements are expected to be the elevators, stairways, lobbies and other facilities in the Condominium which are for the exclusive use of the Residential Unit Owners. Such Residential Limited Common Elements are shown on the Plans attached as part of Appendix I.

(c) Commercial Limited Common Elements. The Individual Commercial Limited Common Elements and Commercial Limited Common Elements have not been determined as of the date of this Public Offering Statement.

(d) Reserved Common Elements.

Certain General Common Elements, Residential Limited Common Elements and Commercial Limited Common Elements may be designated as "Reserved General Common Elements" or "Reserved Residential Limited Common Elements" or "Reserved Commercial Limited Common Elements", respectively. A Reserved General Common Element, Reserved Residential Limited Common Element or Reserved Commercial Limited Common Element is a portion of the General Common Elements, Residential Limited Common Elements or Commercial Limited Common Elements, as the case may be, set aside for use by less than all of the Unit Owners, not by the Condominium Instruments but, rather, by the Board of Directors of the Unit Owners Association.

(3) Common Element Interest.

Each Unit Owner will also own an interest in all of the General Common Elements of the Condominium (i.e., its Common Element Interest) based on the par value of his Unit type. Each Residential Unit Owner also has an undivided interest in the Residential Limited Common Elements based on the par value of his Unit Type ("Residential Common Element Interest") Each Commercial Unit Owner has an undivided interest in the Commercial Limited Common Elements based on the par value of his Unit ("Commercial Common Element Interest"). The type of each Residential Unit is shown on the Plans attached as Exhibit E to the Declaration. The par values have been established and are shown on the Common Element Interest Schedule attached as Exhibit B to the Declaration.

If the Additional Land of the Condominium is added to the Condominium or if the Convertible Land in the Condominium is converted to create additional Units, the Common Element Interests of all Units will be recalculated on the basis of their par values. This recalculation will reduce the Common Element Interest appertaining to each Unit, but because the total amount of Common Elements will have increased, the actual ownership interests will be essentially unchanged.

(4) Assessments for Maintenance and Repair.

The cost and obligation of maintenance, repair and renovation of Common Elements and Limited Common Elements in general (except as designated in the Maintenance Responsibilities Chart attached as Exhibit A to the Bylaws) of the Condominium shall be paid from assessments on the Units by the Unit Owners Association. Such assessments are described in Section M of this Public Offering Statement.

(5) Parking.

The Condominium is served by an underground garage which is a part of the Common Elements of the Condominium. The Condominium will contain approximately 550 underground garage parking spaces, approximately 10 of which are tandem parking spaces, resulting in a parking ratio of at least 1.6 spaces per Residential Unit which is in compliance with current Fairfax County requirements. Garage parking spaces are expected to be sold and assigned by the Declarant and such parking space will be deemed as a Individual Residential Limited Common Element for the exclusive use of the Unit Owner or his tenant. Unassigned parking spaces are Common Elements, whose use shall be on a first-come first-served basis unless otherwise determined by the Board of Directors of the Unit Owners Association.

Not less than four (4) parking spaces will be assigned by the Declarant as Commercial Limited Common Elements for the exclusive use of the Commercial Unit Owner.

The Declarant has the right to reserve parking spaces for sales purposes. Reassignments of the parking spaces will be performed by the Unit Owners Association pursuant to Section 55-79.57 of the Condominium Act. All parking spaces within the Condominium are for the exclusive use of the Declarant, Unit Owners or their tenants and guests. No parking space may be used for storage of items or any other use, other than parking of vehicles.

F. THE DECLARANT.

The Declarant, Reston Apartments Holdings, LLC, is a Delaware limited liability company formed in October, 2001 for the purpose of developing this Condominium. The general partner of the Declarant is TCR Reston Limited Partnership, a Texas limited partnership whose general partner is TCR Mid Atlantic Apartments, Inc. a Texas corporation. The Declarant and its general partners and corporate partners are affiliated with Trammel Crow Residential, a large national real estate real estate company and one of the largest builders and managers of multi-family rental housing in the United States

The directors of TCR Mid Atlantic Apartments, Inc. are Harlan R. Crow, J. Ronald Terwilliger and William C. MacDonald, all of whom have been with the company since its inception.

J. Ronald Terwilliger has been National Managing Partner of Trammell Crow Residential, an affiliated builder/developer of the Declarant, since 1986. Mr. Terwilliger is responsible for all residential development and operations conducted by the various Trammell Crow partners and associates in twenty-two offices throughout the United States. He has no direct responsibility for this Condominium. Mr. Terwilliger has been associated with the Declarant entity since its inception and is responsible for overall management of the Declarant.

William C. MacDonald is the Group Managing Partner for the mid -Atlantic/Northeast division of Trammell Crow Residential. He has been with Trammel Crow Residential since 1989. He is responsible for all construction, development, management and financing of the various Trammell Crow partners and associates' business in these areas. He has no direct role in this Condominium. Mr. McDonald has been associated with the Declarant entity since its inception and is responsible for overall management of the Declarant.

Charles N. "Chip" Bay joined Trammell Crow Residential in 1998 as a Development Partner. He is responsible for new project development, including site acquisition, product designs and project approvals for multi-family rental housing in the Mid-Atlantic region. He is responsible for the acquisition and development of residential land including this Condominium. Mr. Bay has been associated with the Declarant since its inception and is responsible for the direct and regional supervision of the Declarant.

Sam Simone joined Trammell Crow Residential in June of 2000 as a Development Associate. In this role, Mr. Simone is responsible for assisting the Mid Atlantic Development Partner in pursuing new development opportunities, product design, and the pursuit of entitlements to meet all local jurisdictional requirements. Prior to joining Trammell Crow Residential, Mr. Simone was a Senior Real Estate Consultant with Arthur Andersen's Real Estate Consulting Portfolio Services Group in New York City. In this role

Mr. Simone's responsibilities included the management of due diligence and advisory service projects including both single-asset and portfolio real estate acquisitions, financing, depositions; commercial mortgage backed securities transactions (CMBS), valuations, "B-Piece" acquisitions, "Equity Kicker" analysis, and office development financial modeling/analysis investment banks and large institutional investors. Mr. Simone received his Bachelor of Science Degree from the State University of New York in Business Administration/Finance. Mr. Simone has been affiliated with the Declarant since its inception and is directly responsible for the day to day management of the development, construction and sales of Condominium Units for the Declarant.

G. TERMS OF THE OFFERING.

(1) Offering Prices.

Offering prices for all Unit types in the Condominium have not been established at this time. When initial offering prices are established, they will be subject to change at any time prior to execution of the Purchase Agreements for individual Units. Different Purchasers may pay different prices for similar Units at the sole discretion of the Declarant, however no purchaser of a Residential Unit shall be discriminated against under the guidelines of the Virginia Fair Housing Law (VA Code § 36.96-1 et seq.). Nothing in this Public Offering Statement represents an offer or agreement by the Declarant to sell any Condominium Unit to any person at any price.

(2) Time of Settlement.

The Declarant shall give notice to the Purchaser specifying a date on which settlement shall take place. Settlement upon the Unit shall take place only after inspection of the Unit by the Purchaser or waiver of such inspection. The Declarant shall deliver to the Purchaser a good and sufficient Special Warranty Deed at settlement conveying the Condominium Unit to Purchaser. Purchaser shall pay the Balance Due at settlement (in addition to causing the Mortgagee, if any, to pay the mortgage proceeds) to the order of the Declarant or as the Declarant may direct. Declarant thereupon will deliver possession of the Condominium Unit to the Purchaser. The Purchaser is entitled to have counsel of his own selection attend settlement at his own expense.

(3) Financing.

A Unit Purchaser may apply for financing from any lender or may pay all cash at settlement. The Declarant is not obligated to assist a Purchaser in obtaining financing. However, the Declarant anticipates arranging financing from at least one institution (the "Designated Lender") and that such institution will provide a number of first mortgage loans secured by Residential Units in the Condominium to qualified Purchasers of Residential

Units meeting standard credit requirements. The terms of all such financing will be available to Purchasers of Residential Units from the Designated Lender. The Declarant reserves the right to provide any credit information provided by a Purchaser to the Designated Lender solely for the purpose of obtaining financing for the Purchaser's Unit. Financing is subject to additional terms and conditions stated in the lender's commitment letter to Purchaser and in the loan instruments.

(4) Settlement Costs and Expenses.

Settlement costs shall be determined by the Purchaser's individual Purchase Agreement. The Purchaser shall reimburse the Declarant at settlement for prepaid real estate taxes, assessments and utility charges, if any, on the Condominium Unit, all of which shall be adjusted as of the date of settlement. If a separate real estate tax bill has not been issued for the Condominium Unit prior to settlement, the Purchaser shall agree to such escrow arrangements as may be established by the Declarant to assure payment of such taxes. In addition, each initial Purchaser will also deposit with the Declarant at settlement for transmittal to the Unit Owners Association an amount equal to twice the estimated monthly common assessment for initial working capital in addition to, and not in lieu of, the regular monthly assessment.

Any loan fees charged by a lender shall be paid by the Purchaser unless the Declarant has agreed to pay such fees pursuant to the Purchase Agreement. It shall be the responsibility of the Purchaser to pay any and all fees or charges in connection with the mortgage which are not specifically agreed in writing to be paid by the Declarant.

(5) Development Expenses.

The Declarant will bear all costs and expenses incurred in connection with the creation of the Condominium and sales of units, including selling expenses upon the initial sales of Units, advertising and printing expenses, the Declarant's attorneys' fees and engineering and surveying costs. All brokerage commissions, if any, on initial sales of the Units by the Declarant's sales staff will be paid by the Declarant. The Declarant will convey each Unit free of liens or liabilities against such unit, except the lien for current real estate taxes not then due and payable and the statutory lien for condominium assessments.

(6) Deposits.

All deposits will be held in escrow by the Declarant in an account at a financial institution in the Commonwealth of Virginia pending settlement. All deposits shall be credited against the purchase price at settlement, paid over to the Declarant upon a breach of the Purchase Agreement by the Purchaser or returned to the Purchaser in the

event the contemplated transaction shall not be completed by the Declarant for any reason.

(7) Termination of the Purchase Agreement.

The Purchase Agreement may be terminated as follows:

(a) If the Purchaser shall fail to make full settlement, or shall fail to comply with other provisions of the Purchase Agreement, the earnest money deposit may be forfeited at the option of the Declarant as liquidated damages and the Purchase Agreement terminated.

(b) If the Purchaser is applying for VA, FNMA, FHLMC, or FHA financing and the Condominium has not received the necessary governmental approvals and permits before the date of closing, or in the event Declarant wishes to abandon its plans to establish a condominium and operate the property as a multi-family rental in lieu of selling individual condominium units, then the Declarant shall, until May 30, 2003, have the option in its discretion to terminate said contract. Furthermore, in the event the Purchase Agreement is not performed by the Declarant in accordance with its terms and provisions and Purchaser is not in default of any terms and provisions, the Purchaser shall be entitled to the return of all monies paid by the Purchaser to the Declarant.

(8) Arbitration Requirement.

The terms of the Purchase Agreement require that all questions, differences, disputes and controversies arising under the Purchase Agreement or with respect to the Unit, the construction of the dwelling, or otherwise, after settlement shall, if the parties cannot amicably resolve the matter, be settled by the architect of the Condominium. Either party may appeal the decision of the architect to arbitration. Such arbitration shall be conducted at the request of seller or Purchaser before three arbitrators (unless the parties agree to one arbitrator).

H. ENCUMBRANCES.

(1) Easement for Encroachments.

By virtue of this easement, Unit Owners and the Unit Owners Association are protected in the event that a Unit or Common Element encroaches upon another Unit or Common Element.

(2) Easement to Facilitate Sales.

The Declarant may use unsold Units as models or as sales or administrative offices and may place advertising signs anywhere within the Condominium. The Declarant has also reserved the right to use any number of parking spaces and other Common Elements for its sales purposes. The Declarant shall have the right to erect temporary offices on any portion of the Condominium Property for models, sales offices, managerial offices, customer services and similar purposes. (This right is in addition to Declarant's right to maintain signs in connection with any rental program it wishes to undertake.)

(3) Easement for Ingress and Egress.

Each Residential Unit Owner has a right of access to the General Common Elements and the Residential Limited Common Elements, subject to rules, regulations and restrictions established by the Unit Owners Association. Each Commercial Unit Owner has a right of access to the General Common Elements and the Commercial Limited Common Elements subject to rules and regulations of the Unit Owners Association.

(4) Easement for Access to Units.

Authorized representatives of the Unit Owners Association, including the Declarant and the managing agent may enter any Unit to the extent necessary to correct the conditions threatening other Units or any of the Common Elements or Limited Common Elements, to make repairs to Common Elements which are accessible only from the Unit, or to correct conditions which constitute violations of the Declaration, Bylaws, or rules and regulations. Notice must be given to the Unit Owner prior to entry except in emergencies when a Unit may be entered without notice. In the event of violation of the Declaration, Bylaws, or rules and regulations, the violation may be corrected without the consent of the Unit Owner, and the Unit Owners may be charged with the resulting expense. To the extent that damage is inflicted on the General Common Elements or any of the Limited Common Elements or any Unit through which access is taken, the Unit Owner causing the same, or the Unit Owners' Association, if it caused the same, shall be liable for the prompt repair thereof.

(5) Easement for Support.

Each Unit Owner has the benefit of a restriction upon any action of a neighboring Unit Owner, or of the Unit Owners Association with respect to the Common Elements or any of the Limited Common Elements, which would endanger the stability or safety of his Unit.

(6) Utility Easements, etc.

The Condominium Property is subject to various easements, all of which are shown on the Plat attached as Exhibit "D" to the Declaration (Appendix I). These easements include the usual easements for telephone, electric, sewer, gas and water pipes, wires and service lines. The Declarant reserves the right to grant such additional utility easements as may be required in conjunction with its development of the Condominium.

(7) Easement for Removal of Common Elements.

This easement allows the Declarant to remove, restore and/or replace certain General Common Elements of the Condominium in connection with any improvement program for Condominium Units, Common Elements or any of the Limited Common Elements. This easement does not allow the Declarant to remove land which is part of the General Common Elements.

(8) Easement to Facilitate Expansion.

In the event that the Declarant expands the Condominium, an easement across the Common Elements of the Condominium will exist to the extent necessary to make improvements to the Condominium or anywhere on the Additional Land.

(9) Liens.

Any deed of trust, real estate tax lien, mechanics' lien or any other perfected lien shall be released of record as to the unit at the time of conveyance of the unit by the Declarant to a Purchaser.

I. RESTRICTION ON TRANSFER.

There are no restrictions on the transfer or resale of a Residential Unit by a Unit Owner; however, leasing of Residential Units is subject to the following restrictions: (1) no Unit may be leased initially for less than a six (6) month term other than Units owned by the Declarant; (2) no Unit may be leased for hotel or transient purposes; (3) all leases must be written and must provide that failure to comply with the Condominium Instruments and rules and regulations constitutes a default under the lease; and (4) each Unit Owner must provide a copy of the Condominium Instruments and rules and regulations to his tenant. Commercial Units are subject to restrictions relating to the use of the Commercial Units as described in Article XI of the Bylaws.

J. UNIT OWNERS ASSOCIATION.

(1) The Unit Owners Association.

The Unit Owners Association is the body which controls the operation of the Condominium. Each Unit has a vote in the Association proportionate to the Common Element Interest appurtenant to the Unit as assigned in the Declaration. The Association comes into existence on the date that any Unit in the Condominium is conveyed to an Owner other than the Declarant. The powers and duties of the Unit Owners Association are governed by the Bylaws attached as Appendix II to this Public Offering Statement. The Association, after its initial formation, will meet at least once a year and elect a Board of Directors consisting of five (5) members. At least one (1) member of the Board of Directors shall be the Owner of a Commercial Unit, unless no Commercial Unit Owner wishes to be a member. During the Declarant control period, the Board of Directors will consist of no less than three (3) members appointed by the Declarant. The Board of Directors will elect officers and the Board and officers will execute the duties and powers of the Unit Owners Association.

Until Condominium Units representing 75% or more of the Common Element Interest of all Units shall have been sold by the Declarant, and such sales fully settled by the Purchasers, or until five (5) years after the date that the first Unit is conveyed to a Unit Owner other than the Declarant, whichever occurs sooner, the Board of Directors of the Condominium may be designated and appointed by the Declarant.

The Board of Directors has the powers and duties to administer the Condominium as specified in Article III, Section 2 of the Bylaws. In addition, the Board of Directors has the authority to promulgate the rules and regulations of the Condominium. *As of the date of this Public Offering Statement, rules and regulations had not been prepared.* The powers and duties of the Board of Directors are more fully discussed in Article III, Section 2 of the Bylaws (attached as Appendix II to this Public Offering Statement). Committees may be established by the Board of Directors pursuant to the Bylaws.

The officers shall consist of the President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board of Directors. The President and Treasurer must be members of the Board of Directors. The powers and duties of the officers are specified in Article IV of the Bylaws, attached hereto as Appendix II.

(2) Managing Agent.

The Declarant will employ a managing agent to act on its behalf in the performance of all duties other than policy-making duties, acquiring property, opening bank

accounts and borrowing money. The managing agent will be a professional organization having experience in the operation of condominium associations. The managing agent will bring to the task of managing the Unit Owners Association two qualifications which the Board of Directors may not possess. The managing agent has expertise in handling the complex functions of the Unit Owners Association and can devote itself to running the Association on a full-time basis. In a condominium the contributions of professional management are vital to the success of the Unit Owners Association.

The managing agent for the Condominium shall initially be Legum & Norman Realty, Inc., which is not affiliated with the Declarant. The management contract will be for a term of one (1) year and may be renewed for successive terms. The management contract will provide for termination by the Unit Owners Association, without payment of a termination fee, without cause upon no more than ninety (90) days written notice and with cause upon thirty (30) days written notice. A copy of a proposed management contract is attached as Appendix VII to this Public Offering Statement.

(3) Contracts.

The Declarant, on behalf of the Unit Owners Association, will enter into other service contracts such as trash collection and gardening, elevator maintenance contracts, but no such contracts will be with companies affiliated with the Declarant. No recreational facilities will be leased by the Declarant. The Declarant has not entered into any contracts or agreements affecting the use, maintenance or access to the Condominium other than as described in this Public Offering Statement.

K. RESTON TOWN CENTER ASSOCIATION

The Condominium Property is subject to the provisions of that certain Declaration of Covenants, Conditions and Restrictions for Reston Residential Center dated August 25, 1992 and recorded in Deed Book 8238 at Page 1350 among the land records of Fairfax County, Virginia, as amended (the "Residential Declaration"). The Residential Declaration provides for the participation by the Unit Owners Association in its capacity as a "Cluster Association" under the Residential Declaration in the Reston Town Center Joint Committee (recently renamed The Reston Town Center Association) (the "RTCA") which administers and has responsibility for the operation and maintenance of certain common areas in the Reston Town Center. The Residential Declaration also subjects the Condominium Property to certain architectural control and for the payment of assessments for the operation of the RTCA and the costs of operation and maintenance of certain common areas in Reston Town Center under the jurisdiction of the RTCA. Copies of the Residential Declaration, copies of the governing documents of the RTCA and the projected 2003 Operating Budget for the RTCA included as Appendix VIII to this Public Offering Statement.

L. SURROUNDING AREA.

The Condominium is located in Reston Town Center and is generally surrounded by a mix of retail, commercial, office buildings and residential buildings in a suburban small city environment. Directly East of the subject property, across St. Francis Street, on block 17, a public park is planned. Also, directly East of the subject property and South of Block 17, Block 16 currently is proposed to be developed as an office building and garage. South of the subject property, across Bluemont Way, an office building is currently proposed. A hotel is currently proposed for Block 18, which is located Northeast of the subject property, across Market and St. Francis Streets.

M. FINANCIAL MATTERS.

(1) Common Expense Assessment. The Unit Owners Association may levy four (4) types of Common Expense Assessments against some or all of the Units. These are the General Common Expense Assessment, the Residential Common Expense Assessment, the Commercial Common Expense Assessment and Special Assessments.

(2) General Common Expense Assessment.

Each Unit Owner will be obligated to pay a proportionate share of the General Common Expenses which include the actual and anticipated expenses of the Unit Owners Association and any allocation of funds which the Association may maintain. Each Unit Owner will pay his share of General Common Expense assessments based on the Common Element Interest of his Unit. A Unit Owner cannot obtain a reduction of the General Common Expenses assessed against his Unit by refraining from the use of any of the Common Elements.

General Common Expenses will include such items as insurance premiums, replacement reserves, repair and maintenance of interior and exterior General Common Elements, utility expenses for General Common Elements and general administrative expenses. As in most condominiums, expenses which arise from operation, maintenance, repair, improvement or alteration specifically benefitting an individual Unit or made necessary by the conduct of any individual Unit Owner may be assessed directly to the Unit Owner. These expenses, and all Common Expenses assessed against the Unit Owner, will give rise to a lien on the Owner's Condominium Unit, which lien, if unsatisfied, may be enforced by foreclosure or other legal remedies.

Article VI of the Bylaws (Appendix II to this Public Offering Statement) contains more about the manner in which Common Expenses are to be assessed. Also see Appendix IV to this Public Offering Statement for a budgetary projection for the first full year of operation which includes the estimated monthly common expense assessment per

Unit. (These budgetary projections are estimates only and cannot be guaranteed by the Declarant or anyone else).

(3) Residential Common Expense Assessment.

Each Residential Unit Owner shall be obligated to pay a proportionate share of actual and anticipated costs of the Unit Owners Association to operate, maintain, repair and replace the Residential Limited Common Elements based on the Residential Common Element Interest of his Unit. Such assessment may also include reserves for replacement.

(4) Commercial Common Expense Assessment.

Each Commercial Unit Owner shall be obligated to pay a proportionate share of actual and anticipated costs of the Unit Owners Association to operate, maintain, repair and replace any Commercial Limited Common Elements based on the Commercial Common Element Interest of his Unit. Such assessment may also include reserves for replacement.

(5) Special Assessments.

In the event that extraordinary Common Expenses not originally included in the annual budget become necessary during the year, Article VI, Section 2(d) of the Condominium Bylaws permits the Board of Directors to levy a Special Assessment on the Unit Owners to make up the deficiency. In addition, Article VI, Section 1(b) (v) of the Bylaws, allows the Board of Directors to specially assess individual Units for maintenance or repair when such maintenance or repair is caused by the action of the Unit Owner or his guests.

(6) Direct Expenses to Individual Unit Owners.

A Unit Owner must pay directly for all costs of the maintenance and repair of his own Unit and any utility charges separately metered to his Unit. In addition, various obligations relating to the maintenance responsibilities of each Unit Owner are more specifically outlined in the maintenance responsibilities chart attached as Exhibit "A" to the Condominium Bylaws (Appendix II to this Public Offering Statement).

(7) Working Capital Contribution; Settlement.

Each initial Purchaser at settlement will be required to deposit with the Unit Owners Association an assessment in the amount equal to two (2) months' Common Expense Assessments for their Unit. This amount is not credited toward the monthly Condominium assessment for the Unit, but is treated as a working capital contribution and will be utilized toward the start-up costs of the Association. In addition, at the time of

settlement of the purchase contract, each Purchaser will be required to pay a pro-rata share of the current month's Common Expense Assessment for the Unit from the date of settlement through the end of the month in which settlement occurs.

(8) Additional Fees.

The Association may charge additional fees for extraordinary use by Unit Owners of any of the Common Elements.

(9) Failure to Pay Assessments.

In the event that Unit Owners fail to pay any assessment levied by the Unit Owners Association within five (5) days of the date such payment is due, the Unit Owner may be charged interest upon the amount due, at the maximum permissible interest allowed by law until paid (Article X, Section 1(e) of the Bylaws). In addition, any assessment which is not paid within fifteen (15) days after its due date shall, at the option of the Board of Directors, be subject to a late charge of not less than ten percent (10%) of the assessment, and the Board of Directors may declare the installments, which would be otherwise due during the remaining fiscal year, immediately due and payable and may take those actions to collect such accelerated amounts as are provided in the Bylaws for the collection of assessments. (Article X, Section 2(d) of the Bylaws). The Unit Owners Association may obtain payment of past due assessments by foreclosure of its assessment lien (resulting in a forced sale of the Unit) or by any other legal remedy including the imposition of fines.

(10) Bond.

The Declarant has posted an \$100,000.00 surety bond with the Virginia Real Estate Board to insure payment of Common Assessments due on Residential Units owned by the Declarant in accordance with Section 55-79.84.1 of The Condominium Act. Such surety bond shall be maintained by the Declarant in accordance with the Condominium Act.

(11) Budgetary Information.

Appendix IV attached hereto contains certain budgetary projections. Budgetary figures for future years are especially difficult to project as it is impossible to predict the rate of inflation and general economic conditions. Therefore, all budgetary projections are estimates only and are not guaranteed by the Declarant or anyone else.

The following budgetary information is contained in Appendix IV and is hereby incorporated into this narrative section:

(a) A projected budget for the first year of operation for the first phase which shows General Common Expenses to be assessed per unit for the first year of the operation of the Condominium and includes the basis for the assessment ;

(b) A projected budget for the first year of operation for the first phase which shows the Residential Limited Common Expenses;

N. INSURANCE.

The Bylaws require the Unit Owners Association to carry for all Units and General Common Areas of the Condominium, multiperil insurance as well as public liability insurance.

The Board of Directors will obtain public liability insurance to protect the Unit Owners Association and, to a certain limited extent, the Unit Owners as individuals. The Units will be covered by fire and property damage insurance. The coverage will be "all risk" and in an amount equal to the full replacement cost of the Units and Common Elements. This coverage will not insure personal property belonging to a Unit Owner. Any liability coverage maintained by the Unit Owner's Association will not insure against liability from accident or injury occurring within a Unit or as a result of the negligence of any Unit Owner.

The Board of Directors will also maintain fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees and employees of the Unit Owners Association, and all others who handle funds of the Unit Owners Association, including the Managing Agent, if any.

The Declarant recommends that each Unit Owner obtain insurance coverage on his personal property and liability exposure not covered by the Unit Owners Association policy. The Unit Owner may also wish to insure any improvements to his Unit to the extent that the improvements increase the value of his Unit beyond the limits of coverage provided by the policy maintained by the Unit Owners Association.

Neither the Unit Owners Association nor the Declarant provides Owners Title Insurance coverage. Purchasers desiring such coverage can obtain such coverage at their own expense.

O. TAXES.

Real property taxes are levied separately against individual Condominium Units. Fairfax, Virginia, assesses all real estate for tax purposes at its full fair market value. The 2002 real estate tax rate is \$1.24 per one hundred dollars of assessed value. Each Unit Owner can determine a reasonable estimate of the anticipated annual real estate tax on

his Unit by dividing the price of his Unit by one hundred and multiplying by 1.24. The Declarant is not aware of any other taxes or special assessments that may be charged to a Unit Owner by reason of his ownership of a Unit in Fairfax County.

P. GOVERNMENTAL APPROVAL.

The property comprising the Condominium is located in Reston Town Center and is zoned in the PRC Category of Fairfax County, Virginia ("Planned Residential Community").

This zoning permits the development of the property with multi-story residential buildings, ground level retail and cultural center uses and associated parking and amenities. A site engineering plan for the Property was approved by applicable authorities of Fairfax County, Virginia in the fall of 2001 and building permits have been issued for the improvements that are currently under construction. The Condominium is being constructed in compliance with all applicable zoning ordinances, building codes, housing codes and other applicable laws, ordinances and regulations.

Q. WARRANTIES.

(1) Structural and Certain Other Warranties.

Pursuant to Section 55-79.79 of the Condominium Act, Declarant will warrant to Unit Owners as follows:

(a) The General Common Elements, Limited Common Elements and Units against structural defects for the statutorily required period of two (2) years as follows: (i) as to the General Common Elements and Limited Common Elements, for two (2) years from the conveyance to a bona fide purchaser of the first Residential Unit, or the date the General Common Element or Limited Common Element is completed, whichever is later; and (ii) as to each Unit, two (2) years from the date it is conveyed, as required by Section 55-79.79(b) of the Virginia Condominium Act;

(b) To the extent required by Section 55-79.79(b) of the Virginia Condominium Act that the Units are fit and habitable and are constructed in a workmanlike manner;

(c) In addition, the Declarant will transfer to Unit Owners any rights which it may have to any manufacturers' warranties on any new appliances or mechanical items.

For the purposes of the warranty, structural defects shall be those defects in components constituting any Unit, Limited Common Element or General Common Element which reduce the stability or safety of the structure below accepted standards or restrict

the normal intended use of all or part of the structure and which require repair, renovation, restoration, or replacement.

Except for the warranty specifically referred to above, Units shall be conveyed in "As Is" condition and the Declarant makes no other undertakings or warranties, and none should be implied. The Declarant has no obligation to make any repairs to the Units, Limited Common Elements or General Common Elements except as set forth in this Section. Declarant has no obligation to make any repairs to any appliances or mechanical items installed in the Units. No bond or other security has been furnished to secure the performance of the Declarant's obligations. The ability of the Declarant to perform its obligations will depend upon its financial resources at the time it is called upon to perform.

An action for breach of the warranty required by Section 55-79.79(b) of the Virginia Condominium Act must be commenced within five (5) years after the date the warranty period began.

(2) Additional Warranty.

An additional warranty may be offered by the Declarant to Purchasers. If offered, this warranty does not take the place of the statutory warranty described above.

(3) Specimen of Limited Warranties.

The form of the Limited Warranty Certificate and the additional warranty from RWC which will be executed and delivered at settlement for Units is attached as Appendix V. Nothing contained in the Limited Warranty Certificate or the additional warranty from RWC shall limit the protection afforded by the warranty provided by Section 55-79.79(b) of the Condominium Act. The text of all written warranties on appliances and other equipment sold by the Declarant with the Unit is available for inspection by prospective purchasers at the Declarant's sales office.

R. CANCELLATION.

As required by Section 55-79.88(2) the Declarant's Purchase Agreement for Residential Units provides that having received a copy of this Public Offering Statement, each prospective Purchaser will be given ten (10) days from the contract date to make a final determination that he will consummate the purchase of said Unit. If the Purchaser elects to cancel the contract, he may do so by written notice sent by first class mail, return receipt requested, or by hand delivery of said notice to the Declarant. In the event the Purchaser elects to cancel the Purchase Agreement within the ten (10) day rescission period, the Purchaser shall be entitled to a full return of any deposit paid thereunder.

S. PERMITTED CHANGES.

(1) Changes.

In order to meet possible unforeseen or varying demands for the number and type of Units, or to meet particular requirements of prospective purchasers, lending institutions or title insurance companies or for any other reason, the Declarant reserves the right, subject to the limitations of the Condominium Act and other applicable governmental regulations, to change the size, number and location of Units and other improvements on the property, the size, layout, location, and Common Element Interest of any Unit for which a Purchase Agreement has not been executed by the Declarant or with respect to which the Purchaser is in default, provided such changes do not change the Common Element Interest of any Unit already conveyed or under an executed Purchase Agreement as to which the Purchaser is not in default. The Declarant also reserves the right to substitute for any of the materials, equipment and appliances described in the Condominium Instruments or Purchase Agreement, materials, equipment and appliances of equal or better quality.

(2) Termination of Condominium.

The Condominium shall continue (unless terminated by condemnation) until such time as the property shall be withdrawn from the provision of the Condominium Act as a result of the vote to do so of at least eighty percent (80%) of the Common Element Interests of the Unit Owners and the consent of all Mortgagees. In the event of such termination, the property shall be subject to the provisions of Section 55-79.72:1 of the Condominium Act.

T. GENERAL INFORMATION.

The exhibits which follow this presentation provide a more detailed description of the Condominium and the rights and obligations of the Unit Owner. Please consider the exhibits carefully and discuss your questions with your own counsel.

Any information, data or representation not referred to in this presentation and not contained in the various exhibits and documents mentioned here, must not be relied upon. No person has been authorized by the Declarant to make any representation which is not expressly contained herein. This presentation may not be changed or modified orally.

The Declarant reserves the right to change the terms of this Public Offering Statement, but any material change shall be mailed or hand delivered to each contract Purchaser, who shall then have ten (10) days to cancel his Purchase Agreement, whereupon his deposit thereunder will be returned by the Declarant.

APPENDIX III
TO
PUBLIC OFFERING STATEMENT
AMENDMENT

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

AMENDMENT TO
CONDOMINIUM INSTRUMENTS TO
MARKET STREET AT TOWN CENTER CONDOMINIUM I

THIS AMENDMENT TO CONDOMINIUM INSTRUMENTS is made this _____ day of _____, 200__, by **RESTON APARTMENTS HOLDINGS, LLC**, a Delaware corporation "The Declarant";

***** WITNESSETH *****

WHEREAS, by Declaration recorded on _____ in Deed Book _____ at page _____ *et seq.* among the land records of Fairfax County, Virginia ("The Declaration"), the Declarant did subject certain real property in Fairfax County, Virginia, more particularly described in said Declaration to be MARKET STREET AT TOWN CENTER CONDOMINIUM I ("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 Paragraph IX of the Declaration and in further accordance with Title 55, Section 79.63 of the Code of Virginia, 1950 ed. as amended, Declarant does hereby amend the Condominium Instruments to expand the Condominium by adding to the Condominium that certain parcel of land owned by Declarant located in Fairfax County, Virginia, described in **Exhibit "A"** attached hereto, together with certain improvements on said land.

I. **LOCATION OF BUILDINGS AND UNITS ADDED:**

The addition of the land described in **Exhibit "A"** attached hereto adds to the Condominium certain improvements, the location of which are more particularly shown on the Plat attached as **Exhibit "D"** 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 "E"** hereto. The Plats and Plans attached as **Exhibits "D" and "E"** hereto are hereby added to all other Plats and Plans previously filed for the Condominium.

II. UNIT BOUNDARIES:

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

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

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

IV. CONFIRMATION OF CONDOMINIUM INSTRUMENTS:

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

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

RESTON APARTMENTS HOLDINGS, LLC
a Delaware corporation

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____: to-wit:

The foregoing Instrument was acknowledged before me this _____ day of _____, 200__, by _____ of RESTON APARTMENTS HOLDINGS, LLC, a Delaware corporation, on behalf of said corporation.

NOTARY PUBLIC

My commission expires: _____



COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

SCC819
(02/05)

ARTICLES OF INCORPORATION
VIRGINIA NONSTOCK CORPORATION

The undersigned, pursuant to Chapter 10 of Title 13.1 of the Code of Virginia, state(s) as follows:

1. The name of the corporation is

Market Street @ Town Center Condos _____

2. The corporation is to have no members. Mark this box, if applicable.

OR

The corporation is to have the following class(es) of members:

Condo Unit owners will be the members

3. The directors of the corporation shall be elected or appointed as follows: By MEMBERS.

Initial agent will hold a special meeting 75% Common Element has been conveyed to unit owners, those owners elect their board.

4. A. The name of the corporation's initial registered agent is

Reston Apartments Holding, LLC TOM9617-2

B. The initial registered agent is (mark appropriate box):

(1) an individual who is a resident of Virginia and

an initial director of the corporation.

a member of the Virginia State Bar.

OR

(2) a domestic or foreign stock or nonstock corporation, limited liability company, or registered limited liability partnership authorized to transact business in Virginia.

5. A. The corporation's initial registered office address, including the street and number, if any, which is identical to the business office of the initial registered agent, is

1001 Market Street Reston VA 20190
(number/street) (city or town) (zip)

B. The registered office is physically located in the county or city of Fairfax

6. The initial directors are:

NAME(S)

ADDRESS(ES)

Pres. Elizabeth Markine

1001 Market St. #201
Reston, VA 20190

V. Pres. Paul Rasmussen

1001 Market St. #305
Reston, VA 20190

Secretary Thomas Wilkins

1001 Market St #300
Reston, VA 20190

7. INCORPORATOR(S):

Sherric Cole
SIGNATURE(S)

Sherric C. Cole
PRINTED NAME(S)

Telephone number (optional): 703.435.2910

See instructions on the reverse.

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, AUGUST 5, 2005

The State Corporation Commission has found the accompanying articles submitted on behalf of
Market Street @ Town Center Condos

to comply with the requirements of law, and confirms payment of all required fees. Therefore, it
is ORDERED that this

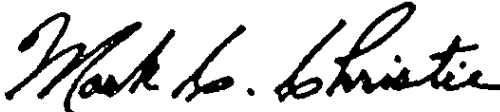
CERTIFICATE OF INCORPORATION

be issued and admitted to record with the articles of incorporation in the Office of the Clerk of
the Commission, effective August 5, 2005.

The corporation is granted the authority conferred on it by law in accordance with the articles,
subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By

Handwritten signature of Mark L. Christie in black ink.

Commissioner

Commonwealth of Virginia



State Corporation Commission

I Certify the Following from the Records of the Commission:

The foregoing is a true copy of all documents constituting the charter of Market Street @ Town Center Condos on file in the Clerk's Office of the Commission.

Nothing more is hereby certified.



*Signed and Sealed at Richmond on this Date:
February 3, 2011*

Joel H. Peck

Joel H. Peck, Clerk of the Commission

Bylaws

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BYLAWS
THE UNIT OWNERS ASSOCIATION OF
MARKET STREET AT TOWN CENTER CONDOMINIUM
Reston, Virginia

ARTICLE I

GENERAL

Section 1. Applicability. These Bylaws provide for the self-government of the Unit Owners Association of Market Street at Town Center Condominium, (the "Unit Owners Association" or "Association") pursuant to the requirements of Article 3, Chapter 4.2 of Title 55 of the Code of Virginia. Market Street at Town Center Condominium is located within the planned community of Reston in Fairfax County, Virginia (the "Condominium").

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

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

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

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

(b) "Commercial Common Expenses" means all lawful expenditures made by, or incurred on behalf of, the Association or which are for the

exclusive benefit of the Commercial Limited Common Elements, or the Commercial Unit for which only the Commercial Unit Owner is responsible.

(c) "Commercial Limited Common Elements" means those parts of the Common Elements, now or hereafter established, which are Limited Common Elements within the meaning of the Condominium Act and which are reserved for the exclusive use of, and are maintained at the exclusive cost of, the Commercial Unit Owner. The Commercial Limited Common Elements existing at the time of the recordation of the amendment adding Phase 2 to the Condominium will be shown on the "Plats and Plans" (hereinafter defined), but shall also consist of any other portions of the Condominium which are intended to serve and benefit the Commercial Unit exclusively.

(d) "Commercial Unit" means the Unit whose use is designated exclusively for commercial and/or retail use in accordance with the applicable zoning ordinances and as shown on the Plans for Phase 2 of the Condominium.

(e) "Commercial Unit Owner" means the Unit Owner of the Commercial Unit whose use is reserved exclusively for commercial and/or retail use in accordance with the applicable zoning ordinances.

(f) "Common Elements" means all parts of the Condominium Property other than the Units, as more fully set forth in Article V of the Declaration, and unless otherwise provided shall include General Common Elements, Residential Limited Common Elements, Commercial Limited Common Elements, Individual Residential Limited Common Elements. Each Unit Owner shall be the owner of an undivided interest as a tenant in common of the Common Elements, although the use and obligations with respect to certain Common Elements shall be restricted as set forth in the Declaration and in these Bylaws.

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

(h) "Common Expenses" means and includes:

(i) All lawful expenditures made or incurred by or on behalf of the Unit Owners Association including the "General Common Expenses", "Residential Common Expenses" and "Commercial Common Expenses", together with all lawful assessments for the creation and maintenance of reserves;

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

(iii) Expenses agreed upon to be Common Expenses by the Unit Owners Association; and

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

(i) "Condominium Act" means the provisions of Article 3, Chapter 4.2 of Title 55 of the Code of Virginia, 1950 edition, as amended.

(j) "Condominium Property" means the Submitted Land, and any Additional Land which may be added to the Condominium, together with all improvements thereto and all easements, rights and appurtenances hereunto appertaining.

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

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

(m) "General Common Elements" means all of the Common Elements other than the Commercial Limited Common Elements, the Residential Limited Common Elements, and the Individual Residential Limited Common Elements, the ownership, use and responsibility of which is shared by all Unit Owners as tenants-in-common according to their respective Common Element Interest.

(n) "General Common Expense" means and includes that part of the Common Expenses attributable to the maintenance, management, operation, repair and replacement of the General Common Elements or other portions of the Condominium for which the Unit Owners Association is responsible pursuant to the Condominium Instruments, or other Common Expenses incurred by or on behalf of the

Unit Owners Association for the benefit of both Residential Units and the Commercial Unit and their respective owners.

(o) "Individual Residential Limited Common Elements" means those parts of the Common Elements which are Limited Common Elements within the meaning of the Condominium Act and which are reserved for the exclusive use and benefit and are the responsibility of one (1) or more, but less than all, of the Residential Units and their Owners.

(p) "Limited Common Elements" means the Residential Limited Common Elements; the Commercial Limited Common Elements, the Individual Residential Limited Common Elements.

(q) "Majority Vote" means a simple majority (more than fifty percent (50%) of the votes of the Unit Owners, which votes shall be based upon the Common Element Interests set forth in Exhibit "B" to the Declaration, as such exhibit may be amended from time to time, actually cast in person or by proxy at a duly held meeting at which a quorum is present. Any specified percentage vote means that percentage vote with respect to the votes actually cast in person or by proxy at a duly held meeting at which a quorum is present. Any specified percentage approval or vote of the Mortgagees means approval or a vote by the Mortgagees of Condominium Units to which such percentage of the total number of votes appertain.

(r) "Mortgagee" means an institutional lender (one or more commercial or savings banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds, or business trusts, including, but not limited to, real estate investment trusts, and other lenders regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such lender, or any combination of any of the foregoing entities) holding, insuring or guaranteeing first mortgage or first deed of trust ("Mortgage") encumbering a Unit in the Condominium. An "eligible Mortgage Holder" shall mean a Mortgagee which has submitted a written request that the Unit Owners Association notify it on any proposed action requiring the consent of a specified percentage of Mortgagees.

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

(t) "Residential Common Element Interest" means the undivided percentage interest of each Residential Unit Owner, as set forth on Exhibit "B" to the Declaration, as such exhibit may be amended from time to time, which

establishes each Residential Unit Owner's percentage interest in the Residential Limited Common Elements.

(u) "Residential Common Expenses" means all lawful expenditures made by, or incurred on behalf of, the Unit Owners Association or which are for the exclusive benefit of the Residential Limited Common Elements, Individual Residential Limited Common Elements or the Residential Units for which only Residential Unit Owners are responsible.

(v) "Residential Limited Common Elements" means those parts of the Common Elements which are limited common elements within the meaning of the Condominium Act and which are reserved for the exclusive use of, and are maintained at the exclusive cost of, all of the Residential Unit Owners according to their respective Residential Common Element Interests. The Residential Limited Common Elements are generally shown on the Plats and Plans, but shall also consist of any other portions of the Condominium which are intended to serve and benefit the Residential Units exclusively.

(w) "Residential Section" shall mean the Residential Units together with the Residential Limited Common Elements and the Individual Residential Limited Common Elements.

(x) "Residential Unit" means a Unit to be used and occupied primarily as a residence.

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

(z) "Unit" means a Unit as defined in the Condominium Act and the Condominium Instruments and includes Commercial Units and Residential Units.

ARTICLE II

UNIT OWNERS ASSOCIATION

Section 1. Composition. All of the Unit Owners of Units contained in the Condominium, acting as a group in accordance with the Condominium Act, the Declaration and these Bylaws, shall constitute the "Unit Owners Association" or the "Association". The Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting the contributions to the

Common Expenses, arranging for the management of the Association and performing all of the other acts that may be required to be performed by the Unit Owners Association, by the Condominium Act and the Declaration. Except as to those matters which either the Condominium Act or the Declaration specifically require to be performed by the vote of the Unit Owners, the administration of the foregoing responsibilities shall be performed by the Board of Directors as more particularly set forth in Article III.

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

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

Section 4. Special Meetings.

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

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

(b) No later than sixty (60) days following the termination of the Declarant Control Period a special meeting of the Association shall be held at which a majority of the Directors shall be elected by the Unit Owners, including the Declarant if

the Declarant owns one or more Units, to serve terms as provided in Article III, Section 4 of these Bylaws. If such election is held prior to the time required by this section, the Directors elected at such election shall not take office until the earlier of the time such election is required to be held or within ten (10) days of the resignation of a Director appointed by the Declarant without appointment of a replacement. The elected Directors shall assume office in the order of the highest number of votes received.

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

Section 6. Quorum and Adjournment of Meetings. Except as otherwise stated in these Bylaws, the presence in person or by proxy of Unit Owners representing at least twenty-five percent (25%) of the total votes of the Condominium shall be requisite for and shall constitute a quorum for the transaction of business of all meetings of members. If any meetings of the Unit Owners Association cannot be held because a quorum is not present, a majority of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called in which event any business which could have been transacted at the meeting originally called may be transacted without further notice.

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

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

- (h) Election of members of the Board of Directors (when so required)
- (i) Unfinished business
- (j) New business
- (k) Adjournment

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

Section 9. Voting.

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

(b) Except where a greater number is required by the Condominium Act, the Declaration or these Bylaws, a Majority Vote is required to adopt decisions at any meeting of the Unit Owners Association. Any specified percentage of

the Unit Owners means the Unit Owners having such number of votes in the aggregate. If the Declarant owns or holds title to one or more Units, the Declarant shall have the right at any meeting of the Unit Owners Association to cast the votes to which such Unit or Units are entitled.

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

(d) Any vote of the Unit Owners described in this Article II may be made electronically if the Board of Directors establishes such a means for doing so.

Section 10. Proxies. A vote may be cast in person or by proxy. Such proxy may be granted by any Unit Owner in favor of another Unit Owner, a Mortgagee, the Declarant or any other person designated. Proxies shall be dated, duly executed in writing and witnessed by a person who shall sign his full name and address and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. Such proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of notice of revocation from any of the persons owning such Unit. Except with respect to proxies in favor of a Mortgagee, no proxy shall in any event be valid for a period in excess of one hundred and eighty (180) days after the execution thereof. Any proxy shall terminate after the first meeting held on or after the date of that proxy or any recess or adjournment of that meeting. Any proxy which is undated, purports to be revocable without notice described above, or any proxy not executed by a person having authority at time of execution thereof to execute deeds on behalf of that person shall be void. Any proxy shall be void if the signatures of any of those executing have not been witnessed by a person who signs his full name and address. The proxy shall include a brief explanation of the effect of leaving the proxy uninstructed.

ARTICLE III

BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Unit Owners Association shall be governed by a Board of Directors. The Board of Directors shall consist of such persons as may be designated by the Declarant during the Declarant Control Period. The Board of Directors shall be composed of five (5) persons, all of whom shall be Unit Owners or spouses of Unit Owners, Mortgagees (or designees of

Mortgagees) or designees of the Declarant; provided, however, that, during the Declarant Control Period, the Board of Directors shall consist of three (3) members who shall be designated by the Declarant. After the Declarant Control Period has ended, at least one (1) member of the Board of Directors shall be the Owner of a Commercial Unit (in accordance with Section 4 below), unless no Commercial Unit Owner wishes to serve on the Board. The Declarant shall have the right in its sole discretion to replace such Directors as it has designated, and to designate their successors. The time limit on the period of the Declarant's control shall commence upon settlement of the first Unit to be sold in any portion of the Condominium.

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

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

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

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

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

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

(f) Make and amend the Rules and Regulations.

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

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

(i) Enforce by legal means the provisions of the Declaration, these Bylaws and the Rules and Regulations and act on behalf of the Unit Owners with respect to all matters arising out of any eminent domain proceeding and notify the Unit Owners of any litigation against the Association involving a claim in excess of ten percent (10%) of the amount of the annual budget (as defined in Article VI, Section 1(b)).

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

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

(l) Keep books with detailed accounts in chronological order of the receipts and expenditures affecting the Condominium Property, and the administration of the Association, specifying the expenses of maintenance and repair of the Common Elements and any other expenses incurred. Such books and vouchers accrediting the entries thereupon shall be available for examination by the Unit Owners, their duly authorized agents or attorneys, in accordance with Section 55.79.74:1 of the

Condominium Act during general business hours on working days at the times and in the manner set and announced by the Board of Directors for the general knowledge of the Unit Owners. All books and records shall be kept in accordance with generally accepted accounting principles, and the same shall be audited at least once each year by an independent accountant retained by the Board of Directors who shall not be a resident of the Condominium or a Unit Owner. The cost of such audit shall be a Common Expense.

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

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

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

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

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

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

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

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

(u) The Board of Directors is hereby irrevocably appointed as attorney-in-fact for all Unit Owners, and for each of them, to settle, compromise, waive, discharge, acquit and release any and all demands, claims, actions, causes of action, suits, litigations, proceedings, mediations, arbitrations, judgments, determinations, findings, orders and awards whatsoever, at law, in equity, or otherwise, relating to or arising out of matters affecting the Condominium and two or more Unit Owners, and with respect to which the Unit Owners Association otherwise has the authority to sue, complain, intervene or defend pursuant to these Bylaws, the Declaration or applicable law. The Board of Directors is hereby authorized to enter into, execute, acknowledge, deliver and record all agreements, releases, consents certificates, papers, documents and other instruments as may be deemed necessary or desirable by the Board of Directors to effectuate the foregoing, and to generally say, do, act, transact, negotiate, determine, commence, accomplish and finish all matters and things whatsoever relating to the foregoing as fully, amply and effectually, to all intents and purposes, as each Unit Owner, if present, ought or might do personally. The Unit Owners hereby ratify, approve and confirm all and whatsoever the Board of Directors shall lawfully do or cause to be done, in and about the premises, by virtue of the foregoing power of attorney, which is hereby expressly declared and acknowledged to be coupled with an interest in the subject matter hereof, and the same shall run with the title to any and all Units and be binding upon the heirs, personal representatives, successors, transferees and assigns of any of the foregoing parties. Further, the foregoing power of attorney shall not be affected by the death or disability of any principal, and is intended to deliver all right, title and interest of the principal in and to such power of attorney.

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

(a) Requirements. The Managing Agent shall be a bona fide business enterprise, which may be affiliated with the Declarant, which manages common interest residential communities. Such firm shall have a minimum of two (2) years experience in real estate community management.

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

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

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

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

(iii) cash accounts of the Unit Owners Association shall not be commingled with any other accounts;

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

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

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

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

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

(d) Limitations. Subject to the provisions of Section 55-79.74(B) of the Condominium Act, during the period when persons designated by the Declarant constitute a majority of the Board of Directors, the Board of Directors may employ a Managing Agent for an initial term not to exceed two (2) years. The Unit Owners Association and the Board of Directors shall not undertake "self-management" or fail to employ a *Managing Agent* without the consent of a Majority Vote of the Unit Owners and the written consent of Mortgagees together holding sixty-six and two-thirds percent (66-2/3%) of the Mortgages on the Condominium Units. Any contract with the Managing Agent must provide that it may be terminated, without payment of a termination fee, without cause on no more than ninety (90) days written notice and with cause on no more than thirty (30) days written notice, and the term of such contract or agreement may not exceed three (3) years.

Section 4. Election and Term of Office. At the first annual meeting of the Unit Owners Association, after the Declarant Control Period has terminated, the term of office of two members of the Board of Directors shall be fixed at three (3) years, the *term of office of two members of the Board of Directors* shall be fixed at two (2) years and the term of office of the remaining member of the Board of Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each member of the initial Board of Directors elected at the first annual meeting, a successor shall be elected by the Unit Owners Association to serve for a term of three (3) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Unit Owners Association and have held their first meeting. At each election of Board members, at least one (1) member of the Board of Directors shall be the Owner of a Commercial Unit, unless no Commercial Unit Owner wishes to serve. If the Commercial Unit Owner(s) is not a natural person but is an Entity Owner, then any member of the Board of Directors shall be an authorized representative of such Entity Owner. A member appointed by the Declarant shall serve such term at the discretion of the Declarant for so long as the Declarant still owns a Unit in the Condominium.

Section 5. Removal of Members of the Board of Directors. Except with respect to Directors designated by the Declarant, at any regular or special meeting of the Unit Owners Association duly called, (but only at or after the first annual meeting), any one or more of the Board of Directors may be removed with or without cause by a Majority Vote of the Unit Owners and a successor may then and there be elected to fill the vacancy thus created. Notwithstanding the foregoing, at least one (1) member of the Board of Directors shall be a Commercial Unit Owner in accordance with Section 4 above. Any director whose removal has been proposed by the Unit Owners shall be

given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and he shall be given an opportunity to be heard at the meeting.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the Unit Owners Association shall be filled by a vote of a majority of the remaining Directors at a special meeting of the Board of Directors held for such purpose promptly after the occurrence of any such vacancy. Notwithstanding the foregoing, at least one (1) member of the Board of Directors shall be a Commercial Unit Owner in accordance with Section 4 above. Each person so elected shall be a member of the Board of Directors for the remainder of the term of the member being replaced. Notwithstanding anything to the contrary in this Section or in the preceding Section 5, during the Declarant Control Period, the Declarant shall designate the successor to any resigned or removed member previously designated by the Declarant.

Section 7. Organization Meeting. The date of the first meeting of the members of the Board of Directors elected at the annual meeting of the Unit Owners Association shall be determined by the Board immediately following the Unit Owners Association meeting and no further notice shall be necessary to the newly elected members of the Board of Directors. Such meeting shall occur within thirty (30) days.

Section 8. Regular Meetings. Regular meetings of the elected Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least once every two (2) months. Notice of regular meetings of the Board of Directors shall be given to each director personally, by mail, telephone or electronic mail, at least three (3) business days prior to the day named for such meeting. All meetings of the Board of Directors shall be held in accordance with Section 55-79.75 of the Virginia Condominium Act.

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

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

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

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

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

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

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

ARTICLE IV

OFFICERS

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

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

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

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

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

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

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

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

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

ARTICLE V

LIABILITY AND INDEMNIFICATION OF OFFICERS AND DIRECTORS

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

Section 2. Common or Interested Directors. The Directors shall exercise their powers and duties in good faith and with a view to the interests of the Condominium. No contract or other transaction between the Unit Owners Association and one (1) or more of its Directors, or between the Unit Owners Association and any corporation, firm or association (including the Declarant) in which one (1) or more of the Directors of the Condominium are directors or officers or are pecuniarily or otherwise interested, is

either void or voidable because such Director or Directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purposes, if any of the conditions specified in any of the following subparagraphs exists:

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

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

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

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

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

ARTICLE VI

OPERATION OF THE PROPERTY

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

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

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

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

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

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

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

(v) Management Fees.

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

(vii) Service contracts and employee's salaries.

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

Section 2. Assessment and Payment of Common Expenses.

(a) Except for those Common Expenses which may be specially assessed against the Condominium Unit or Units involved pursuant to the provisions of Sections 3 and 4 of this Article and subparagraph (b) (iv) of Section 1 of this Article and except for those Common Expenses specially assessed pursuant to Section 55-79.83(A) of the Condominium Act, the total amount of the estimated funds required for the operation of the Property set forth in the budget for the fiscal year adopted by the Board of Directors shall be assessed against each Condominium Unit in proportion to its respective proportionate undivided interest in the Common Elements (i.e., its Common Element Interest) as set forth in the Declaration of the Condominium as the same may be amended from time to time. Said assessment shall be a lien against each Unit Owner's Unit as provided in the Condominium Act as set forth in Section 55-79.84. On or before the first day of each fiscal year, and the first day of each succeeding eleven (11) months in such fiscal year, such Unit Owner shall be obligated to pay to the Board of Directors or the Managing Agent (as determined by the Board of Directors), one-twelfth (1/12) of the assessment for such fiscal year made pursuant to the foregoing provisions. Any amount accumulated in excess of the amount required for actual expenses and reserves may, if the Board of Directors deems it advisable, be credited according to each Unit Owner's Common Element Interest to the installments due in the succeeding months of that fiscal year.

(b) Repair and Replacement Reserve. The Board of Directors shall obtain from Unit Owners contributions to capital on a regular basis, which contributions will be used to establish a replacement and repair reserve for the General

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

(c) Special Assessments. In the event extraordinary expenditures not originally included in the annual budget described above become necessary during the year, the Board of Directors may at any time levy a special assessment, which shall be assessed against the Condominium Units in proportion to the respective Common Element Interests. Said special assessments may be payable in a lump sum or in installments as the Board of Directors may determine. The Board of Directors shall serve notice of any such special assessment on all Unit Owners by a statement in writing giving the amount and reason therefore, and such special assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment which is due after the delivery or mailing of such notice of special assessment. All Unit Owners shall be obligated to pay the adjusted monthly amount or, if the special assessment is not payable in installments, the amount of such

assessment. The payment and collection of the assessment made pursuant to the foregoing provisions shall be in accordance with the terms providing for payment and collection of assessments in these Bylaws and the Condominium Act, including without limitation, the right reserved to the Board to accelerate payment of assessments and the right to recovery of attorney's fees and costs.

Notwithstanding anything to the contrary herein contained, any special assessment in excess of fifteen percent (15%) of the total annual budget of the Condominium in any twelve month period shall be effective only with the approval of a Majority Vote of the Unit Owners.

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

(e) Separate Fee. Each Unit Owner who is allowed the use of a Limited Common Element or who is assigned the use of a specific parking space or storage space as a Limited Common Element shall be assessed a separate fee for its maintenance.

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

(g) Accounts. All sums collected by the Board of Directors with respect to assessments against the Unit Owners may be commingled into a single fund,

but shall be identified and accounted for each Unit Owner in accordance with the respective Common Element Interests of each Unit Owner.

Section 3. Residential Common Expenses.

(a) Preparation and Approval of Budget. At least thirty (30) days before the beginning of each fiscal year, the Board of Directors shall adopt a budget containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Residential Limited Common Elements and Individual Residential Limited Common Elements (to the extent the same are the maintenance, repair and replacement responsibility of the Association) and those parts of the Residential Units as to which it is the responsibility of the Association to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Residential Common Expenses, the Condominium Instruments or a resolution of the Association and which will be required during the ensuing fiscal year for the rendering to the Residential Unit Owners of all related services.

(b) At least seven (7) days before the beginning of each fiscal year, the Board of Directors shall send to each Residential Unit Owner a copy of the budget in a reasonably itemized form which sets forth the amount of the Residential Common Expenses and any special assessment payable by each Residential Unit Owner. Such budget shall constitute the basis for determining each Residential Unit Owner's assessment for the Residential Common Expenses of the Condominium.

(c) Assessment and Payment of Residential Common Expenses. Subject to the provisions of Article X, the total amount of the estimated funds required in the budget adopted by the Board of Directors shall be assessed against each Residential Unit Owner in proportion to such Residential Unit Owner's respective Residential Common Element Interest and shall be due and payable monthly. The assessment for Residential Common Expenses shall be a lien against each Residential Unit Owner's Unit as provided in Article X of these Bylaws.

(d) Special Assessments. The Board of Directors at any time or from time to time may levy a special assessment in order to defray, in whole or in part, the cost of any construction, reconstruction or unexpected repair or replacement of the Residential Limited Common Elements or for such other purpose as the Board of Directors may consider appropriate, provided that any such assessment in excess of ten percent (10%) of the then current assessment shall have the assent of a Majority Vote of Residential Unit Owners at a special meeting called to consider such special assessment at which a quorum is present, further provided, however, that such limitation and assent by the Residential Unit Owners shall not be applicable to any

special assessment arising as a result of an emergency affecting life or property. Such special assessments shall be levied against all Residential Unit Owners in proportion to each Unit Owner's Residential Common Element Interest. The Board of Directors shall serve notice of any special assessments on all affected Residential Unit Owners by a statement in writing giving the amount of and reasons for such special assessment, which special assessment may be payable, as the Board of Directors may determine, in lump sum or in installments, and, unless otherwise specified in the notice, shall be payable with the next due monthly installment which is due not more than ten (10) days after the giving of such notice. All Residential Unit Owners shall be obligated to pay the adjusted monthly amount or, if the special assessment is not payable in installments, the amount of such assessment.

(e) Reserves. The Board of Directors shall build up and maintain adequate reserves for operations (including losses due to insurance deductibles) and replacements as the same are associated with the operation and maintenance of the Residential Limited Common Elements and Individual Residential Limited Common Elements (to the extent such Residential Limited Common Elements and Individual Residential Limited Common Elements are the maintenance, repair and replacement responsibility of the Association). Extraordinary expenditures associated with the Residential Limited Common Elements and Individual Residential Limited Common Elements or other property required to be maintained by the Association not originally included in the annual budget which may become necessary during the year shall be charged first against such operating reserves, unless sufficient funds to meet such expenditures are in the operating account. Except for normal maintenance expenses shown in the annual operating budget, all expenses for replacement of physical assets maintained by the Association shall be charged first against such replacement reserves. The amount held as reserves shall not substantially exceed the amount reasonably required to assure the Association's ability to replace components as they reach the end of their useful lives.

Section 4. Commercial Common Expenses.

(a) Preparation and Approval of Budget. At least thirty (30) days before the beginning of each fiscal year, the Board of Directors shall adopt a budget containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Commercial Limited Common Elements (to the extent the same are the maintenance, repair and replacement responsibility of the Association) and any parts of the Commercial Unit as to which it is the responsibility of the Association to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Commercial Common Expenses by the Condominium Instruments or a resolution of the Association and which will be required

during the ensuing fiscal year for the rendering to the Commercial Unit Owner of all related services.

(b) At least seven (7) days before the beginning of each fiscal year, the Board of Directors shall send to the Commercial Unit Owner a copy of the budget in a reasonably itemized form which sets forth the amount of the Commercial Common Expenses and any special assessment payable by the Commercial Unit Owner. Such budget shall constitute the basis for determining the Commercial Unit Owner's assessment for the Commercial Common Expenses of the Condominium.

(c) Assessment and Payment of Commercial Common Expenses. Subject to the provisions of Article X, the total amount of the estimated funds required in the budget adopted by the Board of Directors shall be assessed against the Commercial Unit Owner and shall be due and payable monthly. The assessment for Commercial Common Expenses, shall be a lien against the Commercial Unit Owner's Unit as provided in Article X of these Bylaws.

(d) Special Assessments. The Board of Directors at any time or from time to time may levy a special assessment in order to defray, in whole or in part, the cost of any construction, reconstruction or unexpected repair or replacement of the Commercial Limited Common Elements or for such other purpose as the Board of Directors may consider appropriate, provided that any such assessment in excess of ten percent (10%) of the then current assessment shall have the assent of the Commercial Unit Owner, further provided, however, that such limitation and assent by the Commercial Unit Owner shall not be applicable to any special assessment arising as a result of an emergency affecting life or property. Such special assessment shall be levied against the Commercial Unit Owner. The Board of Directors shall serve notice of any special assessments on the Commercial Unit Owner by a statement in writing giving the amount of and reasons for such special assessments, which special assessment may be payable, as the Board of Directors may determine, in lump sum or in installments, and, unless otherwise specified in the notice, shall be payable with the next due monthly installments. The Commercial Unit Owner shall be obligated to pay the adjusted monthly amount or, if the special assessment is not payable in installments, the amount of such assessment.

(e) Reserves. The Board of Directors may, in its discretion, build up and maintain adequate reserves for operations (including losses due to insurance deductibles) and replacements associated with the operation and maintenance of the Commercial Unit and Commercial Limited Common Elements (to the extent any portion of the Commercial Unit and the Commercial Limited Common Elements are the maintenance, repair and replacement responsibility of the Association). Extraordinary expenditures associated with the Commercial Limited

Common Elements or other portion of the Commercial Unit required to be maintained by the Association nor originally included in the annual budget which may become necessary during the year shall be charged first against such operating reserves, unless sufficient funds to meet such expenditures are in the operating account. Except for normal maintenance expenses shown in the annual operating budget, expenses for replacement of physical assets maintained by the Association shall be charged first against such replacement reserves. Any amounts held as reserves shall not substantially exceed the amount reasonably required to assure the Association's ability to replace components as they reach the end of their useful lives.

Section 5. Payment of Common Expenses. All Unit Owners shall be obligated to pay the Common Expenses assessed by the Board of Directors pursuant to the provisions of this Article VI and such expenses not paid by the 15th day of each month shall be in default. No Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit subsequent to a transfer or other conveyance by him of such Unit. Any Unit Owner may be entitled to a statement from the Board of Directors or Managing Agent setting forth the amount of the unpaid assessments against the Unit Owner pursuant to Section 55-79.84(H) of the Code of Virginia, as amended. The statement must be furnished or made available within ten (10) days of the request. Provided, further, that each Mortgagee who comes into possession of a Condominium Unit by virtue of foreclosure or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Condominium Unit free of any claims for unpaid assessments or charges against such Unit which accrue prior to the time such Mortgagee comes into possession thereof except any assessment lien perfected under Section 55-79.84 (A) of the Condominium Act..

Section 6. Collection of Assessments. The Board of Directors shall take prompt action to collect any assessments for Common Expenses due from any Unit Owner which remain unpaid for more than thirty (30) days from the date due for payment thereof.

Section 7. Maintenance, Repair, Replacement and Other Expenses.

(a) By the Board of Directors. The Board of Directors shall be responsible for the maintenance, repair and replacement of all of the Common Elements (including the structural replacement of Limited Common Elements) as defined herein or in the Declaration, whether located inside or outside of the Units. The cost of such maintenance shall be charged to all Unit Owners as a Common Expense, Residential Limited Common Expense or Commercial Limited Common Expense, as the case may be, (unless, if in the opinion of not less than a majority of the Board of Directors, such expense was necessitated by the negligence, misuse or neglect of a Unit Owner). Provided, however, that each Unit Owner shall perform normal

maintenance on the Limited Common Elements appurtenant to his Unit and any portion of the remaining Common Elements which the Board of Directors has given him permission to utilize, including, without limitation, the items enumerated in subsection (b) hereof.

(b) By the Unit Owner.

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

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

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

(iv) Chart of Maintenance Responsibilities.

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

(v) Manner of Repair and Replacement.

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

(c) Floor Coverings. Each Unit Owner shall be responsible for the maintenance, repair and replacement, at his expense, of the floor covering materials that are appurtenant to or a part of his Unit. All floor covering materials shall be maintained in such a manner as to minimize sound transmission between the Units. In the event that it is necessary for the Owner of an upper level Unit to replace any floor covering materials in that Unit, the Unit Owner shall use floor covering materials that are not less than the same amount (i.e., square footage) and of similar quality, design and sound insulating features (i.e., impact insulation class) as the floor covering materials installed during the initial construction of such upper level Unit. For example, the Owner of an upper level Unit that includes carpeting, hardwood flooring and/or resilient flooring as part of the original construction of such upper level Unit shall, if necessary, replace such carpeting, hardwood flooring and/or resilient flooring with the same amount and the same or similar type of floor covering materials, provided that the replacement floor covering materials are of similar quality, design and sound insulating features as the originally installed carpeting, hardwood flooring and/or resilient flooring.

Section 8. Additions, Alterations or Improvements by Board of Directors. Except for the initial Board of Directors, established pursuant to Article III, Section 1, whenever in the judgment of the Board of Directors the Common Elements shall require additions, alterations or improvements costing a sum in excess of fifteen percent (15%) of the total annual budget of the Condominium for any consecutive twelve (12) month period, the making of such additions, alterations or improvements shall be approved by a Majority Vote of Unit Owners.

Subject to the provisions of Article VI, Section 2(d) of these Bylaws, any additions, alterations, or improvements costing a sum less than fifteen percent (15%) of the total annual budget of the Condominium for any consecutive twelve month period may be made by the Board of Directors without approval of the Unit Owners and the cost thereof shall constitute part of the Common Expenses.

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

Section 9. Additions, Alterations, or Improvements by the Unit Owners. No Unit Owner shall make any structural addition, alteration or improvement in or to his Unit or to the Individual Residential Limited Common Elements without the prior written consent of the Board of Directors. Except for purposes of proper maintenance and repair or as otherwise permitted or required by law or these Bylaws it shall be prohibited

for any Unit Owner to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, walls, signs, exterior antennas (except as specifically permitted by applicable federal governmental regulations), radio broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, patios, terraces, decks, balconies, porches, or driveways, or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any Unit or the Common Elements within the Condominium or to combine or otherwise join two (2) or more Units (or parts thereof), or to partition the same (in accordance with Articles XIII and XIV of the Declaration) or to remove or alter any window or exterior doors of any Unit, or to make any change or alteration within any Unit which will alter the structural integrity of any building or otherwise affect the property, interest or welfare of any other Unit Owner, materially increase the cost of operation or insuring the Condominium or impair any easement, until complete plans and specifications, showing the nature, kind, shape, materials and location of the same (including, without limitation, any other materials and information as may be specified by the Board of Directors or its designated committee) shall have been submitted to and approved in writing as to safety, the effect of any such alterations on the costs of maintaining and insuring the Condominium and harmony of design, color and location in relation to surrounding structures and topography, by the Board of Directors of the Association.

Section 10. Architectural Control by Board of Directors. Requests for review of additions, alterations or improvements to Units or Limited Common Elements by Unit Owners to the Board of Directors must be sent by certified mail. The Board of Directors shall be obligated to decide upon any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit within five (5) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Directors to the proposed structural addition, alteration or improvement. If any application to any governmental authority for a permit to make any such structural addition, alteration or improvement in or to any Unit requires execution by the Unit Owners Association, and provided consent has been given by the Board of Directors, then the application shall be executed on behalf of the Unit Owners Association by the Board of Directors only, without, however, incurring any liability on the part of the Board of Directors or any of them to any governmental authority, contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having claim for injury to person or damage to property arising therefrom. Approvals of the Reston Town Center Association's Town Center Design Review Board shall be a separate and independent process.

Section 11. Subdivision of Units. Subject to the approval of any Mortgagee of such affected Unit(s), the Board of Directors and any Unit Owner affected, any Unit may be subdivided or may be altered so as to relocate the boundaries between such Unit

and any adjoining Units. The Secretary, at the cost of the Unit Owner, shall record any necessary amendment to the Declaration to effect such action as provided in Sections 55-79.69 or 55-79.70 of the Condominium Act. The provisions of this Section 11 shall not apply to Units owned by the Declarant until deeds of conveyance of such Units shall have been recorded.

Section 12. Easements in Favor of Unit Owners Association.

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

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

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

Section 13. Tenant Eviction. In the event that the tenant of any Unit Owner shall breach his lease by failing to comply with any of the terms of the Declaration, these Bylaws and the rules and regulations, the Board of Directors may require the Unit Owner to secure the eviction of his tenant.

Section 14. Annual Audit. An audit of the accounts of the Unit Owners Association shall be made annually as a Common Expense by a certified public accountant.

Section 15. Cooperation with the Commercial Unit Owner. The Unit Owners Association and the Board of Directors shall cooperate with the Commercial Unit Owner in connection with any sale, refinancing, and/or leasing of the Commercial Unit or any part thereof. The Board of Directors hereby agrees, at any time from time to time, upon not less than fifteen (15) days' prior written notice by the Commercial Unit Owner to execute, acknowledge and deliver to the Commercial Unit Owner, a statement in writing, to the best knowledge of the Board of Directors (a) certifying that the Commercial Unit Owner is not in breach in the performance of any covenant, agreement, or condition contained in the Condominium Instruments and, if so, specifying the nature of such breach; (b) stating whether or not the Association or the Board of Directors is in breach in the performance of any covenant, agreement, or condition contained in the Condominium Instruments and, if so, specifying the nature of such breach; and (c) any other certification or statement reasonably required by the Commercial Unit Owner or any prospective purchaser, lessee, Mortgagee or assignee of any Mortgagee of the Commercial Unit or any part thereof. Any such statement delivered by the Board of Directors may be relied upon by the Commercial Unit Owner, any prospective purchaser or lessee of the Commercial Unit or any part thereof, any Mortgagee or prospective Mortgagee of the Commercial Unit or of the Commercial Unit Owner's interest therein, or any prospective assignee of any such Mortgagee.

ARTICLE VII

INSURANCE

Section 1. Authority to Purchase.

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

(b) Each such policy shall provide that:

(i) The insurer waives its right of subrogation to any

claims against the Board of Directors, the Unit Owners Association, the Managing Agent or the Unit Owners and their respective agents, employees, tenants, guests and in the case of Unit Owners, the members of their household.

(ii) Such policy can not be canceled, invalidated or suspended on account of the conduct of any member of the Board, officer or employee of the Board of Directors, Unit Owner (including his invitees, agents and employees) or the Managing Agent without a prior demand in writing that the Board of Directors or the Managing Agent cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured.

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

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

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

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

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

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

(ii) That until the expiration of sixty (60) days after the

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

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

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

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

Section 2. Physical Damage Insurance.

(a) The Board of Directors shall obtain and maintain a "master" or "blanket" "All Risk" policy of property insurance equal to full replacement value (i.e., 100% of current "replacement cost," with a reasonable deductible amount, exclusive of law, foundation, excavation and other items normally excluded from coverage) with an Agreed Amount Endorsement to the Condominium project, including all building service equipment, air conditioning equipment and the like, and any fixtures or equipment within the Condominium Unit including all of the kitchen and bathroom fixtures initially installed therein by the Declarant and the replacements thereto installed by the Declarant, but not including furniture, wall coverings, furnishings or other personal property supplied or installed by Unit Owners. Furthermore a Demolition and Contingent Liability from Operation of Building Laws Endorsement and an Increased Cost of Construction Endorsement shall be procured as required. The amount of coverage is to be redetermined annually by the Board of Directors with the assistance of the insuring company. The Master Insurance Policy must afford protection against at least the following:

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

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

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

(b) Such policy shall also provide:

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

(ii) The following endorsements (or equivalent): (i) "contingent liability from operation of building laws or codes"; and (ii) "increased cost of construction" or "condominium replacement cost".

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

Section 3. Liability Insurance. The Board of Directors shall obtain and maintain comprehensive general liability, libel, slander, false arrest and invasion of privacy coverage and liability coverage for acts of The Unit Owners Association, officers and Directors of the Unit Owners Association, and property damage insurance in a limit no less than \$1,000,000.00 per occurrence, insuring the Unit Owners Association, each member of the Board of Directors, the Managing Agent, each Unit Owner, those entitled to occupy any Unit, against any liability to the public or to the Unit Owners (and their invitees, agents and employees) arising out of or incidental to the ownership and/or use of the Common Elements. Such insurance shall be issued on a comprehensive liability basis and shall contain: (i) a cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to his action against another named insured; (ii) hired and non-owned vehicle coverage; (iii) host liquor liability coverage with respect to events sponsored by the Unit Owners Association; (iv) deletion of the normal products exclusion with respect to events sponsored by the Unit Owners Association, and (v) a "severability of interest" endorsement which shall

preclude the insurer from denying liability to a Unit Owner because of negligent acts of the Unit Owners Association or of another Unit Owner.

The Board of Directors shall review such limits once each year, but in no event shall such insurance be less than One Million Dollars (\$1,000,000.00) covering claims for bodily injury or property damage arising out of one occurrence. "Umbrella" liability insurance in excess of the primary limits shall also be obtained.

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

(a) Fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees and employees of the Unit Owners Association and all others who handle, or are responsible for handling, funds of the Unit Owners Association, including the Managing Agent. Such fidelity bonds shall: (i) name the Unit Owners Association as an obligee; (ii) be written in an amount not less than one-half (½) the total annual condominium assessments for the year plus expected reserves or the current amount required by the Mortgagees, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, whichever is greatest; and (iii) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression;

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

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

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

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

Section 5. Separate Insurance. Each Unit Owner or any tenant of such Unit Owner should, at his own expense, obtain additional insurance for his own Unit and for his own benefit and to obtain insurance coverage upon his personal property, for any "betterments and improvements" made to the Unit and for his personal liability, provided that no Unit Owner or tenant shall acquire or maintain such additional insurance

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

Section 6. Insurance Trustee.

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

(b) The Insurance Trustee shall not be liable for the payment of premiums, the renewal of the policies, the sufficiency of coverage, the form or content of the policies, the correctness of any amounts received by it on account of the proceeds from any insurance policies, nor the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust for the purposes elsewhere stated in these Bylaws, for the benefit of the Unit Owners and their respective Mortgagees.

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

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

ARTICLE VIII

REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY

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

Section 2. Procedure for Reconstruction and Repair:

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to a building, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring the building, including any damaged Unit, but not including any other furniture, furnishings, fixtures or equipment installed by the Unit Owners in the Unit to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary.

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

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

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

Section 3. Disbursements of Construction Funds.

(a) Construction Fund. The net proceeds of insurance collected on account of a casualty and the funds collected by the Board of Directors from assessments against Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Section. If the net proceeds of insurance collected on account of a casualty exceeds Twenty-Five Thousand Dollars (\$25,000.00), then the funds collected by the Board of Directors from assessments against the Unit Owners shall be deposited by the Board of Directors with the Insurance Trustee, if any, and the entire construction fund shall be held by the Insurance Trustee and disbursed as ordered by the Board of Directors.

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

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

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

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

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

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

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

Section 4. When Reconstruction is Not Required. In the event the Board of Directors elects not to repair insubstantial damage to the Common Elements, any insurance proceeds received on account of such damage shall be distributed among all Unit Owners in proportion to their respective Common Element Interests. If the Condominium shall be terminated pursuant to Section 55-79.72.1 of the Condominium Act, the net assets of the Condominium together with the net proceeds of insurance policies, if any, shall be divided by the Board of Directors or the Insurance Trustee, as the case may be, among all Unit Owners in proportion to their respective Common Element Interests, after first paying out of the share of each Unit Owner, to the extent sufficient therefore, the amount of any unpaid liens on his Unit in the order of priority of such liens.

ARTICLE IX

MORTGAGES

Section 1. Notice to Board of Directors. A Unit Owner who mortgages his Unit shall notify the Board of Directors through the Managing Agent of the name and address of his mortgagee including any changes to such mortgagee. The Board of Directors shall maintain such information in a book entitled "Mortgagees of Units."

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

Section 3. Notice of Default. The Board of Directors shall give written notice to a Unit Owner of any known default by the Unit Owner in the performance of any

obligations under the Condominium Act or Condominium Instruments, and, if such default is not cured within 60 days, shall send a copy of such notice to each Mortgagee of such Unit whose name and address has theretofore been furnished to the Board of Directors.

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

Section 5. Notices of Damages, Condemnation. The Association shall timely notify: (i) the Mortgagee of a Unit whenever material damage to the Unit which costs more than \$5,000 to repair, occurs, or whenever the Unit or portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, if such conditions are known to the Association; and (ii) all Mortgagees whenever material damage to the Common Elements occurs which costs more than \$10,000 to repair, or whenever the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority. For purposes of this Section, the Board of Directors, when giving notice to any Mortgagee, shall also notify the Federal Home Loan Mortgage Corporation (FHLMC), the Federal National Mortgage Association (FNMA) or the Veterans Administration (VA) and any other public or private secondary mortgage market entity participating in purchasing or guarantying mortgages of Units in the Condominium if the Board of Directors has notice of such participation.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE X

COMPLIANCE AND DEFAULT

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

(a) Legal Proceedings. Failure to comply with any of the terms of the Declaration, these Bylaws and the rules and regulations shall be grounds for relief which may include, without limitation to, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in these Bylaws or any combination thereof and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Unit Owners Association, the Board of Directors, the Managing Agent, or, if appropriate, by an aggrieved Unit Owner.

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

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

(d) No Waiver of Rights. The failure of the Unit Owners Association, the Board of Directors, or of a Unit Owner to enforce any right, provision, covenant, or condition which may be granted by the Declaration, these Bylaws or the rules and regulations shall not constitute a waiver of the right of the Unit Owners Association, the Board of Directors, or the Unit Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Unit Owners Association, the Board of Directors, or any Unit Owner pursuant to any

term, provision, covenant or condition of the Declaration, these Bylaws, or the rules and regulations shall be deemed to be cumulative, and the exercise of any one or more of them shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by the Declaration, these Bylaws or the rules and regulations, or at law or in equity.

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

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

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

(h) Abatement and Enjoinment of Violations by Unit Owners. The violation of any rule or regulation adopted by the Association, or the breach of any Bylaw contained herein, or the breach of any provision of the Declaration shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws: (1) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or (2) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity the continuance of any such breach.

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

Section 2. Lien for Assessments.

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

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

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

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

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

ARTICLE XI

USE RESTRICTIONS ON UNITS AND COMMON ELEMENTS

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

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

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

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

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

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

(f) No Residential Unit shall be rented for transient or hotel purposes. No Residential Unit shall be leased or rented for any period less than six (6) months. No Unit Owner shall lease a Residential Unit other than on a written form of lease requiring the lessee to comply with the Condominium Instruments and rules and regulations, and providing that failure to comply constitutes a default under the lease. The Unit Owner shall provide a current copy of the Condominium Instruments and such rules and regulations as have been promulgated as of the date of such lease to lessees. The Board of Directors may provide a suggested standard form lease for use by Unit Owners. The foregoing provisions of this subparagraph, except for the restriction against use for hotel or transient purposes, shall not apply to the Declarant, or a Mortgagee in possession of a Unit as a result of a foreclosure or other judicial sale or as a result of any proceeding in lieu of foreclosure.

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

(h) The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any Residential Unit or upon any part of the Residential Section, except that the keeping of small, orderly domestic pets (e.g. dogs, cats, caged birds) and aquarium fish is permitted subject to the limitation that no Unit Owner shall keep or maintain in excess of one orderly dog and two orderly cats and, subject to the Rules and Regulations adopted by the Board of Directors. Pets shall not be permitted upon the Common Elements unless accompanied by a responsible person and unless carried

or leashed. Any Unit Owner who keeps or maintains any pet upon any portion of the property shall be deemed to have indemnified and agreed to hold the Association, each Unit Owner and the Declarant free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium. All pets shall be registered with the Board of Directors and shall otherwise be registered and inoculated as required by law. Each pet owner shall be required to clean up any and all excrement caused by his pet on any portion of the Condominium Property. The Board of Directors shall have the right to order any person whose pet is a nuisance to remove such pet from the Condominium.

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

(j) Rugs and padding shall be maintained on seventy-five percent (75%) of all floor surfaces on each room in Residential Units located over other Units to adequately reduce transmission of sound between Units. Except as to those major appliances as may be installed by the Declarant during its initial construction of Units, or as may be installed by Unit Owners as replacements thereof, additional major appliances may not be installed in a Residential Unit without prior written approval of the Board of Directors.

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

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

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

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

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

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

(q) Except as specifically permitted by applicable governmental regulations, no exterior antennas of any type, including, but not limited to, satellite dishes for reception or transmission, may be erected or maintained within the Condominium; provided, however, that satellite dishes are permitted in a specific section of the roof which has been set aside for satellite dishes. Satellite dishes and antennas situated entirely within a Residential Unit and not visible from the exterior are permitted.

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

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

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

(u) Subject to the provisions of subsection (2) of this Section 1 of Article XI, garage parking spaces shall be used only for the parking of vehicles. The garage spaces may not be altered nor shall anything be stored or kept in the garage spaces which would prohibit the parking of vehicles.

(v) Portions of a Residential Unit visible from the exterior of such Unit or Limited Common Elements must be kept in an orderly condition so as not to detract from the neat appearance of the community. In this regard, no motorcycles or other motorized vehicles may be parked on the patios, terraces, decks or balconies. The Board of Directors, in its sole discretion, may determine whether the portions of a

Unit visible from the exterior of the Unit and the Limited Common Elements are orderly. If a Residential Unit Owner shall fail to keep the portions of the Unit that are visible from the exterior of the Unit or the Limited Common Elements so as to restore their orderly appearance, without liability therefor, and charge the Unit Owner for any costs incurred in connection with such removal.

Section 2. Restrictions on Use of Commercial Unit. The Commercial Unit, Commercial Limited Common Elements and the Condominium Property in general shall be occupied and used as follows:

(a) Nothing shall be done or kept in any Commercial Unit or in the Commercial Limited Common Elements or by any Unit Owner or the Board of Directors which will increase the rate of insurance for the Commercial Unit. Any such increase in the rate of insurance may be assessed against the Unit Owner causing such increase. No Commercial Unit Owner shall permit anything to be done or kept in the Commercial Unit which will result in the cancellation of insurance on the Commercial Unit or any part thereof or which would be in violation of any law, regulation or administrative ruling. No waste will be allowed to remain in the Commercial Unit or Commercial Limited Common Elements; all trash shall be properly disposed of.

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

(c) No Commercial Unit Owner shall obstruct any of the Common Elements nor shall any Commercial Unit Owner place or cause or permit anything to be placed on or in any of the Common Elements without approval of the Board of Directors. Nothing shall be altered or constructed in or removed from the Common Elements except with the prior written consent of the Board of Directors, including any modifications needed by handicapped persons in accordance with the applicable provisions of the Fair Housing Amendments Act of 1988 or the Americans with Disabilities Act.

(d) The Commercial Limited Common Elements and shall be used only for the furnishing of the services and facilities for which the same are

reasonably suited and which are incident to the use and occupancy of the Commercial Unit.

(e) The maintenance, keeping, boarding and/or raising of pot belly pigs, rodents (i.e., mice, gerbils, hamsters, etc.) and other animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited within any Commercial Section, except that, subject to any Rules and Regulations, the keeping of domestic pets (e.g. dogs, cats or caged birds) and aquarium fish is permitted; provided, however, that (i) such domestic pets or fish are not kept or maintained for commercial purposes or for breeding; and (ii) any such domestic pets or fish causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Condominium Property upon ten (10) days written notice from the Board of Directors. Notwithstanding the foregoing, domestic pets shall be permitted if necessary for persons with disabilities. Any Commercial Unit Owner who keeps or maintains any pet upon any portion of the Condominium Property shall indemnify and hold the Unit Owners Association, the Board of Directors, each Residential and Commercial Unit Owner and the Declarant free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium.

(f) Except for such signs as may be posted by the Declarant for promotional or marketing purposes or by the Association, all signs of any character erected, posted or displayed upon, in, from or about any part of the Commercial Unit or Commercial Limited Common Elements shall be in compliance with Fairfax County, Virginia regulations.

(g) No floor coverings shall be permanently affixed or attached to any balcony(ies), patio(s) or terrace(s) appurtenant to the Commercial Unit.

(h) No business operating in any Unit shall be opened to the public between the hours of 12 am and 5 am without Board of Director approval.

(i) The following uses are hereby prohibited in the Commercial Unit:

(i) Tattoo parlors or any business devoted primarily to applying tattoos to people.

(ii) Bookstores or video stores which have primarily "adult" themed books or videos.

(iii) Any manufacturing operations.

(iv) Dry cleaning or laundry processing plants. (Drop off or valet services are permitted in the Commercial Unit.)

(v) Any business not in compliance with local zoning regulations.

Section 3. Rules and Regulations. Each Unit and the Common Elements shall be occupied and used in compliance with the Rules and Regulations which may be promulgated and amended by the Board of Directors. Copies of the Rules and Regulations shall be furnished by the Board of Directors to each Unit Owner. Amendments to the Rules and Regulations shall be conspicuously posted prior to the time when the same shall become effective and copies thereof shall be furnished to each Unit Owner upon request. Each Unit Owner shall be responsible for compliance with all Rules and Regulations by all family members, guests, agents, invitees, and tenants.

Section 4. Utility Charges. The cost of utilities serving the Condominium not individually metered to a Unit shall be a Common Expense.

Section 5. Parking Spaces.

(a) Except as assigned as Limited Common Elements and except to the extent limited by the Declarant as to such parking spaces as may be used in conjunction with the Declarant's sales program, all parking spaces designated as such on the Plats and Plans shall be used by Unit Owners on a first-come, first-served basis except as the Board of Directors may otherwise determine. Garage parking spaces are intended to be assigned by the Declarant to Residential Unit Owners as Individual Residential Limited Common Elements.

(b) Surface parking spaces, if any, may be assigned by the Declarant as Commercial Limited Common Elements, Individual Residential Limited Common Elements or Residential Limited Common Elements. Any Unit Owner who has use of a specific Limited Common Element parking space shall pay a separate maintenance fee to the Association for such space. Each Unit Owner shall comply in all respects with such Rules and Regulations which the Board of Directors may from time to time adopt and promulgate with respect to parking and traffic control within the Condominium, and the Board of Directors is hereby, and elsewhere in these Bylaws, authorized to adopt such rules.

The Declarant and the Board of Directors each reserves the right to assign and reassign parking spaces (including the reassignment of Limited Common Element spaces) if necessary to fulfill federal, state or local laws, including,

without limitation, the Fair Housing Amendments Act of 1988, as amended. If assigned a designated handicap parking space, a non-disabled Unit Owner may have the location of his or her space changed by the Board of Directors, at any time and from time to time, upon reasonable notice thereof in writing. Any Unit Owner requested by the Board of Directors to relinquish or convey his or her Limited Common Element parking space shall promptly comply with such request and shall receive compensation for said change from the subsequent purchaser of the parking space in an amount agreed to by both parties. The Board of Directors shall locate another parking space, if one is available, to assign as a Limited Common Element to such Unit Owner however, it may be a less desirable space within the Condominium. If another parking space is not available to assign to said Unit Owner, the subsequent purchaser of the parking space shall pay to the Unit Owner, the current fair market value for the parking space as agreed to by both parties. The cost of maintenance and repair of all Common Element parking spaces within the Condominium Property shall be a Common Expense.

Section 6. Storage Areas; Disclaimer of Bailee Liability. The Board of Directors, the Unit Owners Association, any Unit Owner and the Declarant shall not be considered a bailee, however, of any personal property stored on the Limited Common Elements or Common Elements (including property located in storage cubicles or areas and vehicles parked in the parking areas of the Condominium), whether or not exclusive possession of the particular area is given to a Unit Owner for storage purposes, and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence, design defect, material defect, installation defect, or any other reasons whatsoever. Unit Owners shall not store any articles, materials, or substance on the Condominium Property that are illegal, flammable, explosive, noxious, hazardous, dangerous, or disruptive to other Unit Owners. The Board of Directors may request that items be stored in boxes or other containers if such items are disruptive to other Unit Owners. Upon leaving a storage area, the Unit Owner shall make sure that all doors and locks are properly secured and no security doors shall be kept open except when in use with a Unit Owner or designee present at all times to assure proper security of such area.

Section 7. Right of Access. By acceptance of his deed of conveyance, each Unit Owner thereby grants a right of access to his Unit, as provided by Section 55-79.79(a) of the Condominium Act and as further set forth in the Declaration to the Board of Directors or the Managing Agent, or any other person authorized by the Board of Directors or the Managing Agent, or any group of the foregoing, for the purpose of enabling the exercise and discharge of their respective powers and responsibilities, including, without limitation, making inspections, correcting any condition originating in his Unit and threatening another Unit or the Common Elements, performing installations, alterations or repairs to the mechanical or electrical services or the Common Elements in his Unit or elsewhere in the Condominium Property or to correct

any condition which violates the Condominium Instruments, provided, however, that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. To the extent that damage is inflicted upon the Common Elements or any Unit through which access is taken, the Unit Owners Association if it caused the damage, shall be liable for the prompt repair thereof.

Section 8. Declarant Exempt. Notwithstanding any provision contained in this Article XI to the contrary, the use and other restrictions set forth in this Article XI shall not apply to the construction or development activities of the Declarant or to the use of the Common Elements and/or Units owned by the Declarant for display, marketing, promotion, sales, rental, leasing or construction purposes or the use of Units as "models", or the use of any portion of the Condominium as a sales, rental or management office.

ARTICLE XII

CONDEMNATION

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

ARTICLE XIII

MISCELLANEOUS

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

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

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

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

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

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

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

ARTICLE XIV

AMENDMENTS TO BYLAWS

Section 1. Amendments. These Bylaws may be modified or amended as provided in Section 55-79.71 of the Condominium Act. During the Declarant Control Period, the following sections shall not be amended without consent of the Declarant: (1) Section 2 of Article II; (2) Section 9 of Article II; (3) Section 1 of Article III; and (4) Section 1 of this Article XIV. In addition no section of these Bylaws concerning the Commercial Unit or Commercial Unit Owner may be amended or modified without approval of the Commercial Unit Owner.

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

ARTICLE XV

DISPUTE RESOLUTION

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

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

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

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

(d) Such inspection shall be completed within fifteen (15) days after the date the Common Elements and other portions of the Condominium are made available to the Declarant by the Board of Directors and/or any Unit Owner for inspection; provided, however, that if such inspection is not reasonably capable of being completed within such fifteen (15) day period, and provided further that the Declarant commences good faith efforts to commence such inspection within such fifteen day (15) day period and thereafter diligently prosecutes such efforts to completion, such fifteen (15) day period shall be extended for the period of time reasonably necessary for the

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

Section 2. Settlement Statement: Conference.

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

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

(c) If the Declarant delivers a timely Settlement Statement, then within fifteen (15) days after receipt of the Settlement Statement, at least a majority of the Board of Directors shall hold a settlement conference with the Declarant to discuss the claim or claims identified in the Claim Notice and the proposed settlement stated in the Settlement Statement (the "Settlement Conference"). The Association and the Declarant may be represented at the Settlement Conference, and any mutually agreed upon continuation thereof by attorneys and consultants.

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

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

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

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

(a) a statement of the claim of the Association against the Declarant;

(b) a copy of the written response of the Declarant to the claim of the Association, including any proposed settlement delivered by the Declarant to the Association Unit Owners;

(c) summary information about the Settlement Conference and the mediation;

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

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

IN WITNESS WHEREOF, the Declarant has caused these Bylaws to be executed on behalf of the Unit Owners Association of Market Street at Town Center Condominium this 15 day of October, 2007

RESTON APARTMENTS HOLDINGS, LLC, a Delaware limited liability company

By: TCR Reston Limited Partnership, a Texas limited partnership, its Sole Member and Manager

By: TCR Mid Atlantic Condominiums, Inc., a Texas corporation, its General Partner

By: Charles N. Bay
Name: CHARLES N. BAY
Title: VICE PRESIDENT

STATE OF VIRGINIA
COUNTY OF Fauquier, to-wit:

The foregoing instrument was acknowledged before me this 15th day of October, 2004, by Charles N. Bay, VP of TCR Mid Atlantic Condominiums, Inc., general partner of TCR Reston Limited Partnership, Sole Member and Manager of Reston Apartments Holdings, LLC, a Delaware limited liability company, on behalf of said limited liability company.

[Signature]
Notary Public

My Commission Expires: 6 30 2005

EXHIBIT "A"
TO
BYLAWS

SCHEDULE OF MAINTENANCE RESPONSIBILITIES

EXHIBIT "A" TO BY-LAWS

MARKET STREET AT TOWN CENTER CONDOMINIUM

MAINTENANCE RESPONSIBILITIES

NOTES

This chart and the titles and headings used herein are not intended to describe or encompass all maintenance functions nor to delineate all respective responsibilities between the Unit Owners, severally, and the Unit Owners Association. The placement of responsibility under any specific column does not always accurately reflect the precise character and nature of ownership. The appropriate sections of the Declaration determine ownership.

Column I: Items. Items appearing in this column are illustrative and not exhaustive.

Column II: General Common Elements Under Unit Owners Association Responsibility. Responsibility for determining and providing for the maintenance repair and replacement requirements of the General Common Elements and determining the costs thereof shall be primarily the responsibility of the Board of Directors and such designees to which it may delegate certain such responsibilities.

Column III: Limited Common Elements Under Unit Owners Association Responsibility. Responsibility for determining the maintenance, repair and replacement requirements of the Limited Common Elements shall be a shared responsibility between the Board of Directors and the Unit Owner of a Unit to which a specific Limited Common Element is exclusively apportioned, provided, however, that the Board shall have the final responsibility for determining the need for and accomplishing such maintenance, repair and replacement activities.

Column IV: Unit Component Under Unit Owners Association Responsibility. The items in this column are legally and by definition a part of a Unit but are attached or directly connected to or associated with the General Common Elements and Common Expense items in such a way that a clear distinction between Unit Owner and Association responsibility cannot be made. Moreover, such items frequently involve matters of concern relative to the general health, safety and welfare of all of the occupants of the building. Thus, certain costs which appear to benefit a single Unit Owner but which affect other Unit Owners are declared a Common Expense, especially when the correct functioning of an activity or element is integral to or supportive of the legally defined Common Elements and Common Expense.

Column V: Certain Other Components Under Unit Owners Responsibility Without Respect to Ownership of the Component. The items in this column are not intended to be exclusive and all-encompassing and do not affect responsibilities otherwise expressly provided for.

MAINTENANCE RESPONSIBILITIES

| | II | III | IV | V |
|--|--|--|--|--|
| Items | General Common Elements Under Unit Owners Association Responsibility | Limited Common Elements Under Unit Owners Association Responsibility | Unit Components Under Unit Owners Association Responsibility | Certain Other Components Under Unit Owner's Responsibility Without Respect to Ownership of the Component |
| Plumbing and related systems and components thereof. | All, in all regards. | Repairs to portions of plumbing system outside boundaries of the Unit but serving only one Unit, except for damage or malfunction caused by the occupants of the Unit. | Only to the extent that a malfunction or threat of same has originated outside the Unit in which the malfunction occurs or may occur. Also damage caused to such Unit from causes initially occurring outside that Unit. Repair of grouting caulking, and other water inhibitors when Unit Owner upon responsible notice refuses to repair condition threatening or causing damage to other Units or Common Elements | All portions within a Unit serving only that Unit, including fixtures and appliances attached thereto, all in all regards. |
| Electrical and related systems and components thereof, including fixtures. | All, in all regards. | | | All electrical and related systems and components thereof serving only one Unit, including exterior fixtures serving primarily one Unit. |

MAINTENANCE RESPONSIBILITIES

| I | II | III | IV | V |
|--|--|--|--|---|
| Items | General Common Elements Under Unit Owners Association Responsibility | Limited Common Elements Under Unit Owners Association Responsibility | Unit Components Under Unit Owners Association Responsibility | Certain Other Components Under Unit Owners' Responsibility Without Respect to Ownership of the Component |
| Heating and Cooling Systems. | Systems serving only General Common Elements and Limited Common Elements, all, in all regards. | - | - | Systems serving only one Unit, all, in all regards. Maintenance of condensate drain line |
| Building exterior, roof, vertical walls, garage foundations, gutters and downspouts, Building entry doors, stairways, elevators, lobbies | All, in all regards. | - | - | - |
| Unit entry doors, window wall sliding glass doors and French doors (if any). | All, in all regards except as noted in Column V | - | Painting of exterior of Unit entry door and portions of door and door frame which are exterior | Interior of Unit entry door, all door hardware, weather stripping, door sill. Routine maintenance of window wall sliding glass, french doors and sliding glass door screens |
| Balconies & Patios | All in all regards except as noted in Column V | - | - | Routine cleaning, and maintenance of any plant material within patio or balcony boundaries. Light bulb replacement. Snow removal Sealing of any wood decks |

MAINTENANCE RESPONSIBILITIES

| I | II | III | IV | V |
|---|---|--|--|--|
| Items | General Common Elements Under Unit Owners Association Responsibility | Limited Common Elements Under Unit Owners Association Responsibility | Unit Components Under Unit Owners Association Responsibility | Certain Other Components Under Unit Owners' Responsibility Without Respect to Ownership of the Component |
| Windows & Screens | All which do not serve a Unit, in all regards. Exterior window cleaning. Repairing as necessary, with routine building repaint cycle. | - | - | Routine cleaning and repair of window frames and mechanism and replacement of glass and screening |
| Exterminating | All, in all regards. | All, in all regards. | - | All, in all regards. |
| Grounds immediately surrounding the Condominium building. | All, in all regards. | - | - | - |
| Parking Spaces | All in all regards. | All in all regards. | - | - |
| Storage Bins | All in all regards. | Repair and replacement. | - | Routine Cleaning |

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Rev. 10/10/02

EXHIBIT "B" TO BY-LAWS

MARKET STREET AT TOWN CENTER CONDOMINIUM

COMMERCIAL UNIT - MAINTENANCE RESPONSIBILITIES

NOTES

This chart and the titles and headings used herein are not intended to describe or encompass all maintenance functions nor to delineate all respective responsibilities between the Commercial Unit Owner, severally, and the Unit Owners Association. The placement of responsibility under any specific column does not always accurately reflect the precise character and nature of ownership. The appropriate sections of the Declaration determine ownership.

Column 1: Items appearing in this column are illustrative and not exhaustive.

Column II: General Common Elements Under Unit Owners Association Responsibility. Responsibility for determining and providing for the maintenance, repair and replacement requirements of the General Common Elements and determining the costs thereof shall be primarily the responsibility of the Board of Directors and such delegates to which it may delegate certain such responsibilities.

Column III: Commercial Limited Common Elements Under Unit Owners Association Responsibility. Responsibility for determining the maintenance, repair and replacement requirements of the Limited Common Elements shall be a shared responsibility between the Board of Directors and the Unit Owner of a Commercial Unit to which a specific Limited Common Element is exclusively appurtenant. Provided, however, that the Board shall have the final responsibility for determining the need for and accomplishing such maintenance, repair and replacement activities.

Column IV: Commercial Unit Component Under Unit Owners Association Responsibility. The items in this column are legally and by definition a part of a Unit but are attached or directly connected to or associated with the General Common Elements and Common Expense items in such a way that a clear distinction between the Commercial Unit Owner and Association responsibility cannot be made. Moreover, such items frequently involve matters of concern relative to the general health, safety and welfare of all of the occupants of the building. Thus, certain costs which appear to benefit a single Commercial Unit Owner but which affect other Unit Owners are declared a Common Expense, especially when the correct functioning of an activity or element is integral to or supportive of the legally defined Common Elements and Common Expense.

Column V: Details Other Components Under Unit Owner's Responsibility without Respect to Ownership of the Component. The items in this column are not intended to be exclusive and all-encompassing and do not affect responsibilities otherwise expressly provided for

MAINTENANCE RESPONSIBILITIES

| I | II | III | IV | V |
|--|--|---|---|---|
| Items | General Common Elements Under Unit Owners Association Responsibility | Commercial Limited Common Elements Under Unit Owners Association Responsibility | Commercial Unit Components Under Unit Owners Association Responsibility | Certain Other Components Under Unit Owner's Responsibility Without Respect to Ownership of the Component |
| Plumbing and related systems and components thereof. Electrical and related systems and components thereof, including fixtures. | All, in all regards. All, in all regards. | - | - | All plumbing which serves the Unit, in all regards. All electrical and related systems and components thereof serving only one Unit, including exterior fixtures serving primarily one Unit. |
| Heating and Cooling Systems. | All, in all regards. | - | - | Systems serving only one Unit, all, in all regards. Maintenance of condensate drain line |
| Building exterior, roof, vertical walls, garage, foundations, gutters and downspouts. Building entry doors, stairways, elevators, lobbies | All, in all regards. All, in all regards. | - | - | - |
| Unit entry doors . | - | - | - | All in all regards. |
| Windows & Screens | All In all regards | - | - | All in all regards. |
| Exterminating | All, in all regards. | All, in all regards. | - | All, in all regards. |
| Grounds immediately surrounding the Condominium building, including Civic Place Green plaza area. | All, in all regards. | - | - | - |

MAINTENANCE RESPONSIBILITIES

| I | II | III | IV | V |
|----------------|--|---|---|--|
| Items | General Common Elements Under Unit Owners Association Responsibility | Commercial Limited Common Elements Under Unit Owners Association Responsibility | Commercial Unit Components Under Unit Owners Association Responsibility | Certain Other Components Under Unit Owner's Responsibility Without Respect to Ownership of the Component |
| Parking Spaces | All in all regards. | All in all regards. | . | . |

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Declaration of Covenants and Conditions

Fairfax County Land Records Cover Sheet

Instruments

DECLARATION

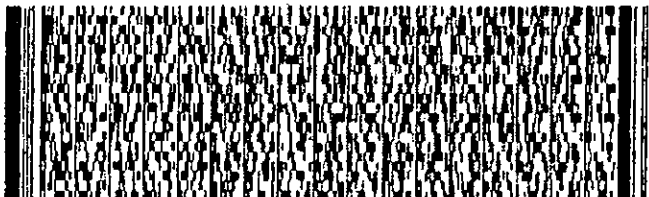
Grantor(s)

RESTON APARTMENTS HOLDINGS, LLC_I_N

Grantee(s)

MARKET STREET AT TOWN CENTER CONDOMINIUM_I_N

| | | | |
|-----------------|------------------------------|------------------|--------------------|
| Consideration | | Consideration % | 100 |
| Tax Exemption | | Amount Not Taxed | |
| DEM Number | | Tax Map Number | 017-1-0/16/00/0019 |
| Original Book | | Original Page | |
| Title Company | WALKER TITLE & ESCROW CO INC | Title Case | |
| Property Descr. | | | |
| Certified | No | Copies | 0 |
| | | Page Range | |



DECLARATION
OF

Jay Map 0171160019

MARKET STREET AT TOWN CENTER CONDOMINIUM

Pursuant to the provisions of Chapter 4.2, Title 55 of the Code of Virginia, as amended (the "Condominium Act"), Reston Apartments Holdings, LLC, a Delaware limited liability company ("The Declarant"), the fee simple owner of the land more particularly described in Exhibit "A" attached hereto located in Fairfax County, Virginia ("Submitted Land"), hereby submits the Submitted Land, together with all improvements, easements, rights and appurtenances thereunto belonging to the provisions of the Condominium Act.

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

I. DEFINITIONS: All capitalized terms used in this Declaration (the "Declaration") and in the attached Bylaws (the "Bylaws") that are not otherwise defined herein shall have the meanings set forth in the Bylaws hereto, or if not defined therein, the meaning specified for such terms in Section 55-79.41 of the Condominium Act.

II. NAME OF THE CONDOMINIUM: The condominium established hereby shall be known as MARKET STREET AT TOWN CENTER CONDOMINIUM (the "Condominium").

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

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

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

(1) Upper Boundary: The horizontal plane which includes the underside of the concrete floor slab of the uppermost ceiling in the unit.

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

VOLKER TITLE
11791 LEE JACOBSON MEMORIAL HWY
SUITE 100
FAIRFAX, VIRGINIA 22033 *DLG*

(b) Vertical (perimetric) Boundaries: The vertical boundaries of the Unit are as follows:

(1) For the walls of the Unit which abut the Common Element exterior and interior walls: the vertical planes which include the drywall of all walls to the studs bounding the Unit extended to intersections with each other and with the upper and lower boundaries.

(2) For the walls of the Unit which demise one Unit from another: the vertical plane of the interior surface of the studs extended to intersections with the upper and lower boundaries.

(c) Included as part of each Residential Unit are: (1) front entrance door to the Residential Unit; (2) all windows and patio and balcony doors in such Residential Unit; (3) interior ceilings and floor coverings; (4) air-conditioning and heating components serving only that Residential Unit, whether located within or without the designated boundaries of such Residential Unit; and (5) subject to the following sentence, all space, interior partitions, fixtures and improvements (including without limitation sinks, bathtubs and other plumbing facilities, refrigerators, ovens and other appliances) within the designated boundaries of the Unit. If any chutes, flues, ducts, conduits, wires, bearing walls or columns, or any other apparatus, lies partially within and partially outside of the designated boundaries of a Residential Unit, any portions thereof serving only that Residential Unit shall be deemed a part of that Residential Unit; any portions thereof serving one or more Residential Units but less than all Residential Units shall be Individual Residential Limited Common Elements appurtenant to said Residential Units; and any portions thereof serving all Residential Units and the Commercial Unit or any portion of the Common Elements shall be deemed a part of the General Common Elements.

(d) Included as part of the Commercial Unit are: (1) front entrance door to the Commercial Unit; (2) all windows in the Commercial Unit; (3) interior ceilings and floor coverings; (4) air-conditioning and heating components serving only the Commercial Unit, whether located within or without the designated boundaries of such Unit; and (5) subject to the following sentence, all space, interior partitions, fixtures and improvements (including without limitation plumbing facilities and appliances) within the designated boundaries of the Unit. If any chutes, flues, ducts, conduits, wires, bearing walls or columns, or any other apparatus, lies partially within and partially outside of the designated boundaries of the Commercial Unit, any portions thereof serving only the Commercial Unit shall be deemed a part of that Unit; and any portions thereof serving all Commercial Units and Residential Units or any portion of the Common Elements shall be deemed as part of the General Common Elements.

(e) Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary description, the provisions of the Bylaws, attached as Exhibit "C" hereto, shall govern the division of maintenance and

repair responsibilities between the Unit Owner and the Unit Owners Association of the Condominium.

V. COMMON ELEMENTS:

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

- (1) The land within the Condominium Property;
- (2) The air space around and above the Condominium;
- (3) All foundations, columns, girders, beams and supports within the Condominium not included as parts of Units or Limited Common Elements;
- (4) The roof and roof structure not included as parts of Units or Limited Common Elements;
- (5) All exterior masonry walls and facings of the building (including without limitation the structural grid wall of the building), and all partitions separating Units not included as parts of Units;
- (6) Portions of the utility systems serving the General Common Elements or all of the Units;
- (7) The mechanical and maintenance rooms not included as parts of Units or Limited Common Elements;
- (8) All pumps, pipes, wires, cables, conduits and other apparatus relating to the water distribution, power, light, telephone, gas, sewer, heating, air conditioning and plumbing systems located in and/or serving only the building and not indicated as parts of Units or Limited Common Elements;
- (9) All entrance doors and windows except those deemed parts of Units or Limited Common Elements as herein set forth;
- (10) The central loading and delivery areas, if any, and
- (11) Except as otherwise set forth herein, all apparatus and installations existing or hereinafter constructed in the building or on the Condominium Property for common use, the maintenance or safety of the Condominium.

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(b) Limited Common Elements. The Limited Common Elements within the Condominium consist of either Residential Limited Common Elements, Individual Residential Limited Common Elements, Commercial Limited Common Elements. The locations of the Limited Common Elements are shown on the Plats and Plans. Any balcony, terrace, deck or patio shown adjacent or contiguous to a Residential Unit is an Individual Residential Limited Common Element if appurtenant to a Residential Unit. As designated on the Plats and Plans, hallways, stairways, recreational or common purpose rooms, elevators and similar areas located outside the Residential Unit boundaries but serving only Residential Units shall be designated as Residential Limited Common Elements. Any Commercial Limited Common Elements serving only the Commercial Unit shall be designated on the Plats and Plans. Parking spaces are Common Elements which may be assigned by the Declarant as Residential Limited Common Elements, Individual Residential Limited Common Elements, or Commercial Limited Common Elements. Storage spaces designated on the Plans are Common Elements which will be assigned by the Declarant as Residential Limited Common Elements or Individual Residential Limited Common Elements.

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

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

VI. THE UNDIVIDED INTEREST IN THE COMMON ELEMENTS: Pursuant to Section 55-79.55 of The Condominium Act, each Unit in the Condominium has been allocated a percentage of interest in the Common Elements of the Condominium based on the par value of the Unit. The Common Element Interest of each Unit in the Condominium is determined by dividing the par value of such Unit by the aggregate par value of all Units then comprising the Condominium. In addition each Residential Unit has percentage interest in the Residential Limited Common Elements. The par values assigned to each of the Unit Types to be included in the Condominium is as follows:

| Unit Type | Par Value |
|--|-----------|
| Category 1 A-1C, A-1b, A-1Me, A-1 ADA, A-1MIC, A-4, A-1a, A-2m, A-2n, A-1d, A-1dC | .210 |
| Category 2 A-1Mc, A-1Mb | .260 |
| Category 3 B-2M, A-3, B-2 ADA, B-2b, B-1b, B-1a, B-7, B-8, B-6, B-2a, B-4 | .320 |
| Category 4 D-3, D-1, D-2 | .340 |
| Category 5 C-1, E-1 | .470 |
| Category 6 C-3 | .490 |
| Category 7 A-1b Loft, A-4 Loft, A-1me Loft, A-1a Loft, A-1C Loft | .260 |
| Category 8 B-7 Loft, B-8 Loft | .380 |
| Category 9 A-3 Loft, A-1Mb Loft, A-1Mc Loft, A-1Dc Loft, A-1D Loft | .340 |
| Category 10 B-1a Loft, D-3 Loft, B-2b Loft, D-1 Loft, B-1b Loft, B-2m Loft, B-2a Loft, D-2 Loft, B-4 Loft | .400 |
| Category 11 C-1 Loft, E-1 Loft | .540 |
| Category 12 Commercial Unit | 1.340 |

A Common Element Interest Schedule listing each Unit and its par value and Common Element Interest is attached hereto and made a part hereof as Exhibit "B".

VII. ASSIGNMENT OF LIMITED COMMON ELEMENTS: The Declarant reserves the right to unilaterally sell and 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.

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

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

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

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

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

(e) At such time as the Condominium is expanded, the maximum number of Units on the Additional Land will not exceed three hundred eight (308) Units. The maximum number of Units on any portion of the Additional Land added to the Condominium shall not exceed one hundred (100) Units per acre. Moreover, the maximum number of Units in the Condominium, as a whole, shall never exceed three hundred thirty three (333) Units and one (1) Commercial Unit or one - hundred (100) Units per acre.

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

(g) The Declarant makes no assurances as to the location of buildings in which Units are located on the Additional Land. The Declarant makes no assurances as to the compatibility of the structures on the Additional Land in quality, materials and style with the structures on the Submitted Land.

(h) All Units to be created on any portion of the Additional Land shall, except for model Units or administrative offices of Declarant and the Commercial Unit to be located in Phase 2, be restricted exclusively to residential use.

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

(j) The Units to be created in the improvements on the Additional Land will be reasonably compatible in quality with the improvements on the Submitted Land but need not be the same materials or style, however all Units created on the Additional Land shall be one of the Unit types described in Article VI above.

(k) The allocation of voting rights and Common Element Interests and common expense liabilities for Units created on the Additional Land shall be on the basis of par values. Therefore, in the event that the Condominium is expanded to include any portion of the Additional Land, the Common Element Interests of all Units in the Condominium shall be reallocated based upon the par value of the Unit type as set forth in Article VI of this Declaration.

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

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

IX. PARKING: Except for parking spaces which may be assigned or reserved pursuant to Article V hereof all other parking spaces located on the Condominium Property shall be deemed Common Elements.

X. EASEMENTS AND OTHER ENCUMBRANCES, ETC.:

(a) Easements, Rights-of-Way of Record: The Submitted Land and the Additional Land are subject to certain easements, rights-of-way and covenants of record. The location of said easements and rights-of-way as well as the Deed Book and page

references wherein said easements and rights-of-way were imposed are shown on the Plat attached as Exhibit "D" hereto.

(b) Easement for Ingress and Egress through General Common Elements, Access to Units and Support:

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

(2) The Declarant reserves in favor of the Declarant and the Managing Agent and/or any other person authorized by the Board of Directors the right of access to any Unit as provided in Section 55-79.79 of the Condominium Act and Article XI, Section 7, of the Bylaws. In case of emergency, such entry shall be immediate whether or not the Unit Owner is present at the time. Further, until the expiration of the warranty period, such entry shall be permitted to perform warranty related work (for the benefit of the Unit being entered, other Units or the Common Elements) whether or not the Unit Owner consents or is present at the time.

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

(c) Declarant's Right to Grant Easements: The Declarant shall have the right, prior to the termination of maximum time permitted for the Declarant control period 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 Property for ingress/egress access to recreation areas for construction purposes, and for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone and other utilities. Such easements may be granted for the benefit of the Additional Land.

(d) Easement to Facilitate Sales: All Units owned by the Declarant 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 Unit owned or leased by the Declarant, 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 any part of the Condominium such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Condominium Property and may be relocated or removed, all at the sole discretion of the Declarant. The Declarant shall have the right to erect temporary offices on any portion of the Submitted Land or Additional Land, including parking spaces and Common Elements for models, sales offices, management offices, customer services and similar purposes. The Declarant shall have the right to reserve parking spaces for sales purposes. This easement shall continue until the Declarant has conveyed all Units in the Condominium to Unit Owners other than the Declarant.

(e) Easements for Encroachments: The Declarant and each Unit Owner, to the extent required, shall have an easement pursuant to Section 55-79.60 of The Condominium Act.

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

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

(h) Easement for Operation or Development of Improvements on Additional Land. There is reserved to the Declarant, and/or its successors, such easements over, across and under the Submitted Land and Additional Land for the purposes of ingress, egress to and construction, installation, maintenance and use of such drainage areas or structures, utility lines or systems (including, but not limited to, water, storm and sanitary sewer, gas, cable television, electricity and telephone) as may be reasonably necessary for the development of the Condominium or for the development, construction and operation of improvements located or to be located on any portion of the

Additional Land which may not be added or added and subsequently withdrawn from the Condominium.

(i) Easement to Facilitate Expansion. Declarant shall have as to both the Submitted Land and the Additional Land all easements set forth in Section 55-79.65 of The Condominium Act.

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

(k) Allocation of Common Expenses. Common Expenses shall be shared among the Residential Unit Owners and the Commercial Unit Owner based on their respective Common Element Interest. Those Common Expenses include shared labor, utilities for the Common Elements, repairs and maintenance, certain contract services and supplies (including landscaping maintenance, supplies and miscellaneous), insurance, and management. Such Common Expenses are more specifically defined in Article I, Section 4 of the Bylaws.

(l) Extent of Easements. The rights and easements of enjoyment created hereby in favor of the Unit owners shall be subject to the right of the Unit Owners Association to adopt Rules and Regulations governing the use of the Common Elements.

(m) Delegation of Use. Any person having the right to use and enjoy the Common Elements, or any portion thereof, may delegate such rights to the members of such person's household, or to tenants who occupy the Unit and to such other persons as may be permitted by the Unit Owners Association.

(n) Right to Use: Each person having the right to use the Common Elements and each person to whom such right has been delegated shall comply with any Rules and Regulations regarding such use, as such rules may be established and amended from time to time by the Board of Directors. Such rights to use may be suspended upon failure of a Unit Owner to pay assessments due the Unit Owners Association.

(o) Security: The Unit Owners Association may, but shall not be obligated to maintain or support certain activities within the Condominium Property designed to make the Condominium Property safer than it may otherwise be. Notwithstanding any references herein to a security system, fire access control system, sprinkler system or other system of a similar nature, neither the Unit Owners Association nor the Declarant, shall in any way be considered insurers or guarantors of security within the Condominium Property, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or of ineffectiveness of security measures undertaken. No representation or warranty is made that any fire access system, security system, sprinkler system or other system of a similar nature cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designated or intended. Each Unit Owner acknowledges, understands and covenants to inform its tenants, guests, invitees, employees and family members that the Unit Owners Association, Board of Directors and the Declarant are not insurers and that each person using the Condominium Property assumes all risks for loss or damage to persons, to Units and to the contents of Units resulting from acts of third parties.

(p) Reston Town Center Association: The Condominium Property is subject to the provisions of that certain Declaration of Covenants, Conditions and Restrictions for Reston Residential Center dated August 25, 1992 and recorded in Deed Book 8238 at Page 1350 among the land records of Fairfax County, Virginia, as amended (the "Residential Declaration"). The Residential Declaration provides for the participation by the Unit Owners Association in its capacity as a "Cluster Association" under the Residential Declaration in the Reston Town Center Joint Committee (now renamed the "Reston Town Center Association") which administers and has responsibility for the operation and maintenance of certain common areas in the Reston Town Center. The Residential Declaration also subjects the Condominium Property to certain architectural control and for the payment of assessments for the operation of the Reston Town Center Association and the costs of operation and maintenance of certain common areas in Reston Town Center under the jurisdiction of the Reston Town Center Association.

XI. CONVERTIBLE SPACES: The Declarant may designate as Convertible Space, as defined in Section 55-79.41 of the Condominium Act, a portion of the building on the Submitted Land. The conversion of such Convertible Spaces shall be made pursuant to Section 55-79.62 of the Condominium Act.

XII. EXTERIOR MAINTENANCE: There is reserved to the Unit Owners Association of the Condominium the exclusive right to provide for all painting and maintenance of the exterior of all of the Units and structures in the Condominium and such maintenance of the exterior of the Units and structures in the Condominium shall be a Common Expense to be paid for as part of the expense of upkeep of the Unit Owners Association.

XIII. RELOCATION OF BOUNDARIES BETWEEN UNITS: Subject to the provisions of Article VI, Section 11 of the Bylaws, Unit Owners may cause the relocation of Condominium boundaries between adjoining Units pursuant to the provisions of Section 55-79.69 of the Condominium Act.

XIV. SUBDIVISION OF UNITS: Subject to the provisions of Article VI, Section 11 of the Bylaws, the Declarant or a Unit Owner may cause the subdivision of any Unit it owns pursuant to the provisions of Section 55-79.70 of the Condominium Act.

XV. RIGHT TO LEASE OR SELL UNITS: The Declarant shall own in fee simple each Condominium Unit not sold to a purchaser or otherwise transferred. The Declarant retains the right to enter into leases with any third parties for the occupancy of any of the Units owned by the Declarant on such terms and conditions as may be acceptable to the Declarant in accordance with Article XI, Section 1 (f) of the Bylaws. Upon expiration of the Declarant Control Period, the Declarant's right to lease any Unit is subject to the provisions of the Condominium Instruments.

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

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

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

XIX. SPECIAL DECLARANT RIGHTS, ETC.: Special Declarant rights shall be those specified in Section 55-79.41 of the Condominium Act. Any transfer of any Special Declarant right shall be in accordance with Section 55-79.74:3 of The Condominium Act.

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

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

IN WITNESS WHEREOF, the said Reston Apartments Holdings, LLC caused this Declaration to be executed this 15th day of October, 2004

RESTON APARTMENTS HOLDINGS, LLC, a Delaware limited liability company

By: TCR Reston Limited Partnership, a Texas limited partnership, its Sole Member and Manager

By: TCR Mid Atlantic Condominiums, Inc., a Texas corporation, its General Partner

By: ELLW. B. J.
Name: CHARLES W. J.
Title: VICE PRESIDENT

STATE OF VIRGINIA
COUNTY OF Stafford, to-wit:

The foregoing instrument was acknowledged before me this 15th day of October, 2004, by Charles W. J. of TCR Mid Atlantic Condominiums, Inc., general partner of TCR Reston Limited Partnership, Sole Member and Manager of Reston Apartments Holdings, LLC, a Delaware limited liability company, on behalf of said limited liability company.

[Signature]
Notary Public

My Commission Expires: 6.30.2005



EXHIBIT "A" Submitted Land

Urban Engineering & Associates, Inc.

7712 LITTLE RIVER TURNPIKE
ANNANDALE, VIRGINIA 22003

Tel: (703) 642-8080
Fax: (703) 642-8251

J. EDGAR SEARS, JR., P.E., C.L.S., R.L.A.
Principal
BARRY B. SMITH, P.E.
Principal
ERIC S. SIEGEL, P.E.
Principal

DAVID T. MCELHANEY, P.E.
Principal
JEFFREY L. GILLILAND, P.E.
Principal

PHILIP A. BLEYNS, L.S.
Associate
URIANA A. SEARS, P.E.
Associate

Description of
Phase I
Market Street Condominium
Fairfax County, Virginia

Beginning at a point on the westerly line of St. Francis Street, private street, width varies, being Due South 161.17 feet from the northerly end of the Due South 457.00 foot line of Block 20, Section 91 A, Reston, as recorded in Deed Book 11636 at Page 1936 among the land records of Fairfax County, Virginia to the true point of beginning; thence running with said St. Francis Street

Due South 27.17 feet to a point; thence departing St. Francis Street and running through said Block 20

Due West 239.09 feet to a point; thence

Due North 115.48 feet to a point; thence

Due East 6.31 feet to a point; thence

Due North 31.99 feet to a point; thence

Due West 4.10 feet to a point; thence

Due North 66.36 feet to a point on the southerly line of Market Street, private street, width varies; thence running with said Market Street

Due East 0.98 feet to a point; thence

North 79°47'46" East, 50.80 feet to a point; thence

Due East 75.31 feet to a point; thence departing said Market Street and running through said Block 20

Due South 56.67 feet to a point; thence

Due West 8.00 feet to a point; thence

Due South 37.00 feet to a point; thence

Due East 13.33 feet to a point; thence

Due South 102.00 feet to a point; thence

Due East 105.26 feet to the point of beginning containing 31,284 square feet or 0.71819 acres, more or less.

1A

BK 16608 2005

**EXHIBIT "A-1"
TO
DECLARATION**

DESCRIPTION OF ADDITIONAL LAND



Urban Engineering & Associates, Inc.

7712 LITTLE RIVER TURNPIKE
ANNANDALE, VIRGINIA 22003

Tel: (703) 642-8080
Fax: (703) 642-8251

J. EDGAR SEARS, JR., P.E., C.L.S., R.L.A.
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Principal

DAVID E. MELHANEY, P.E.
Principal
JEFFREY L. GILLIAND, P.E.
Principal

PHILIPPA BLEVINS, L.S.
Associate
BRIANA SEARS, P.E.
Associate

Description of Phase 2 Market Street Condominium Fairfax County, Virginia

Beginning at a point on the westerly line of St. Francis Street, private street, width varies, said point being the northerly end of the Due South 457.00 foot line of Block 20, Section 91A, Reston, as recorded in Deed Book 11636 at Page 1936 among the land records of Fairfax County, Virginia; thence running with said St. Francis Street

Due South 161.17 feet to a point; thence departing St. Francis Street and running with Phase 1, Market Street Condominium

Due West 105.26 feet to a point; thence

Due North 102.00 feet to a point; thence

Due West 13.33 feet to a point; thence

Due North 37.00 feet to a point; thence

Due East 8.00 feet to a point; thence

Due North 56.67 feet to a point on the southerly line of Market Street, private street, width varies; thence running with said Market Street

Due East 76.09 feet to a point; thence

54.19 feet along the arc of a curve deflecting to the right having a radius of 34.50 feet and a chord bearing and distance of South 45°00'00" East, 48.79 feet to the point of beginning, containing 21,135 square feet or 0.48520 acres, more or less.

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Urban Engineering & Associates, Inc.

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Principal

DAVID T. MELHANEY, P.E.
Principal
JEFFREY L. GILL, LAND, P.F.
Principal

PHILIP A. O'LEVINS, L.S.
Associate
BRIAN A. SEVRS, P.E.
Associate

Description of Phase 3 Market Street Condominium Fairfax County, Virginia

Beginning at a point on the southerly line of Market Street, private street, width varies, said point being the northwesterly corner of Phase 1, Market Street Condominium; thence departing Market Street and running with said Phase 1

Due South 66.36 feet to a point; thence

Due East 4.10 feet to a point; thence

Due South 32.00 feet to a point; thence

Due West 6.31 feet to a point; thence

Due South 115.48 feet to a point; thence

Due East 18.21 feet to a point; thence running through Block 20, Section 91A,

Reston, as recorded in Deed Book 41636 at Page 1936 among the land records of Fairfax County, Virginia

South 15°31'48" East, 26.81 feet to a point; thence

South 74°50'38" West, 70.40 feet to a point; thence

North 10°00'47" West, 15.02 feet to a point; thence

South 89°55'09" West, 51.86 feet to a point on the easterly right-of-way of Town Center Parkway, Route 7414, width varies, Deed Book 9480 Page 213; thence running with said Town Center Parkway

North 08°05'49" West, 10.33 feet to a point; thence

199.07 feet along the arc of a curve deflecting to the right having a radius of 1443.00 feet and a chord bearing and distance of North 09°19'50" West, 198.92 feet to a point; thence

North 07°53'49" West, 22.70 feet to a point; thence

32.68 feet along the arc of a curve deflecting to the right having a radius of 34.50 feet and a chord bearing and distance of North 62°51'40" East, 31.47 feet to a point on said Market Street; thence running with Market Street

Due East 108.06 feet to the point of beginning, containing 30,126 square feet or 0.69162 acres, more or less.

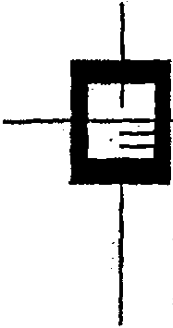
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ENGINEERS

PLANNERS

LANDSCAPE ARCHITECTS

SURVEYORS



Urban Engineering & Associates, Inc.

7712 LITTLE RIVER TURNPIKE
ANNANDALE, VIRGINIA 22003

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Principal
JEFFREY I. GIBLILAND, P.E.
Principal

PHILLIP A. BLEVINS, L.S.
Associate
BRIANA A. SEARS, P.E.
Associate

Description of Phase 4 Market Street Condominium Fairfax County, Virginia

Beginning at a point on the easterly right-of-way of Town Center Parkway, Route 7414, width varies, as recorded in Deed Book 9480 at Page 213 among the land records of Fairfax County, Virginia, said point being the southwesterly corner of Phase 3, Market Street Condominium; thence departing said Town Center Parkway and running with said Phase 3

North 89°55'09" East, 51.86 feet to a point; thence
South 10°00'47" East, 15.02 feet to a point; thence
North 74°50'38" East, 70.40 feet to a point; thence departing Phase 3 and
running through Block 20, Section 91A, Reston, Deed Book 11636 Page 1936
South 15°31'48" East, 119.36 feet to a point; thence
South 74°48'28" West, 75.89 feet to a point; thence
South 15°11'32" East, 6.35 feet to a point; thence
South 74°48'28" West, 20.56 feet to a point; thence
South 15°11'32" East, 10.58 feet to a point; thence
South 74°48'28" West, 33.92 feet to a point on said Town Center Parkway;
thence running with said town Center Parkway
North 15°39'07" West, 75.18 feet to a point; thence
North 08°05'49" West, 90.32 feet to the point of beginning, containing 17,182
square feet or 0.39444 acres, more or less.



Urban Engineering & Associates, Inc.

7712 LITTLE RIVER TURNPIKE
ANNANDALE, VIRGINIA 22003

Tel: (703) 642-8080
Fax: (703) 642-8251

J. EDGAR SEARS, JR., P.E., C.L.S., R.L.A.
Principal
BARRY B. SMITH, P.E.
Principal
ERIC S. SIEGEL, P.E.
Principal

DAVID T. McELHANEY, P.E.
Principal
JEFFREY L. GILL, II, AND, P.E.
Principal

PHILLIP A. BILEY, INS., L.S.
Associate
BRIAN A. SEARS, P.E.
Associate

Description of Phase 5 Market Street Condominium Fairfax County, Virginia

Beginning at a point on the easterly right-of-way of Town Center Parkway, Route 7414, width varies, as recorded in Deed Book 9480 at Page 213 among the land records of Fairfax County, Virginia, said point being the southwesterly corner of Phase 4, Market Street Condominium; thence departing said Town Center Parkway and running with said Phase 4

North 74°48'28" East, 33.92 feet to a point; thence
North 15°11'32" West, 10.58 feet to a point; thence
North 74°48'28" East, 20.56 feet to a point; thence
North 15°11'32" West, 6.35 feet to a point; thence

North 74°48'28" East, 75.89 feet to a point; thence departing Phase 4 and running through Block 20, Section 91A, Reston, Deed Book 11636 Page 1936

Due East 50.18 feet to a point; thence
Due South 81.47 feet to a point; thence
Due West 11.02 feet to a point; thence
Due South 4.50 feet to a point; thence
Due East 3.00 feet to a point; thence
Due South 67.87 feet to a point on the northerly right-of-way of Bluemont

Way, Route 7199, width varies. Deed Book 7683 Page 504; thence running with Bluemont Way

Due West 115.63 feet to a point; thence

32.44 feet along the arc of a curve deflecting to the right having a radius of 25.00 feet and a chord bearing and distance of North 52°49'35" West, 30.21 feet to a point on said Town Center Parkway; thence running with Town Center Parkway

North 15°39'07" West, 88.35 feet to the point of beginning, containing 21.567 square feet or 0.49512 acres, more or less.

19



Urban Engineering & Associates, Inc.

7712 LITTLE RIVER TURNPIKE
ANNANDALE, VIRGINIA 22003

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J. EDGAR SEARS, JR., P.E., C.E.S., R.L.A.
Principal
BARRY B. SMITH, P.E.
Principal
ERIC S. SIEGEL, P.E.
Principal

DAVID T. STRELHANEY, P.E.
Principal
JEFFREY L. GILLILAND, P.E.
Principal

PHILLIPA BLEVINS, L.S.
Associate
BRIANA SEARS, P.E.
Associate

Description of Phase 6 Market Street Condominium Fairfax County, Virginia

Beginning at a point on the northerly right-of-way of Bluemont Way, Route 7199, width varies, as recorded in Deed Book 7683 at Page 504 among the land records of Fairfax County, Virginia, said point being the southeasterly corner of Phase 5, Market Street Condominium; thence departing Bluemont Way and running with said Phase 5

Due North 67.87 feet to a point; thence

Due West 3.00 feet to a point; thence

Due North 4.50 feet to a point; thence

Due East 11.02 feet to a point; thence

Due North 81.47 feet to a point; thence departing said Phase 5 and running through Block 20, Section 91A, Reston, Deed Book 11636 Page 1936

Due East 74.80 feet to a point; thence

Due North 1.45 feet to a point; thence

Due East 35.17 feet to a point; thence

Due South 0.53 feet to a point; thence

Due East 21.59 feet to a point on the westerly line of St. Francis Street, private street, width varies; thence running with St. Francis Street

Due South 128.75 feet to a point; thence

35.61 feet along the arc of a curve deflecting to the right having a radius of 34.50 feet and a chord bearing and distance of South 29°33'58" West, 34.05 feet to a point on said Bluemont Way; thence with Bluemont Way

38.92 feet along the arc of a curve deflecting to the left having a radius of 209.00 feet and a chord bearing and distance of North 84°39'55" West, 38.86 feet to a point; thence

Due West 84.09 feet to the point of beginning, containing 20.865 square feet or 0.47900 acres, more or less.



Urban Engineering & Associates, Inc.

7712 LITTLE RIVER TURNPIKE
ANNANDALE, VIRGINIA 22003

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Fax: (703) 642-8251

J. EDGAR SEARS, JR., P.E., C.L.S., R.L.A.
Principal
BARRY B. SMITH, P.E.
Principal
ERIC S. SIEGEL, P.E.
Principal

DAVID T. NICHOLSON, P.E.
Principal
JEFFREY L. GILLILAND, P.E.
Principal

PHILLIP A. BUEVINS, L.S.
Associate
KRISTINA SEARS, P.E.
Associate

Description of Phase 7 Market Street Condominium Fairfax County, Virginia

Beginning at a point on the westerly line of St. Francis Street, private street, width varies, said point being the southeasterly corner of Phase 1, Market Street Condominium; thence departing said Phase 1 and running with said St. Francis Street

Due South 139.92 feet to a point; thence departing St. Francis Street and running with Phase 6, Market Street Condominium

Due West 21.59 feet to a point; thence

Due North 0.53 feet to a point; thence

Due West 35.17 feet to a point; thence

Due South 1.45 feet to a point; thence continuing with said Phase 6 and the northerly line of Phase 5, Market Street Condominium

Due West 124.98 feet to a point; thence running with the easterly lines of Phases 4 and 3, Market Street Condominium

North 15°31'48" West, 146.17 feet to a point; thence running with the southerly line of said Phase 1

Due East 220.88 feet to the point of beginning, containing 28,281 square feet or 0.64924 acres, more or less.

EXHIBIT "B"
TO
DECLARATION

COMMON ELEMENT INTEREST SCHEDULE

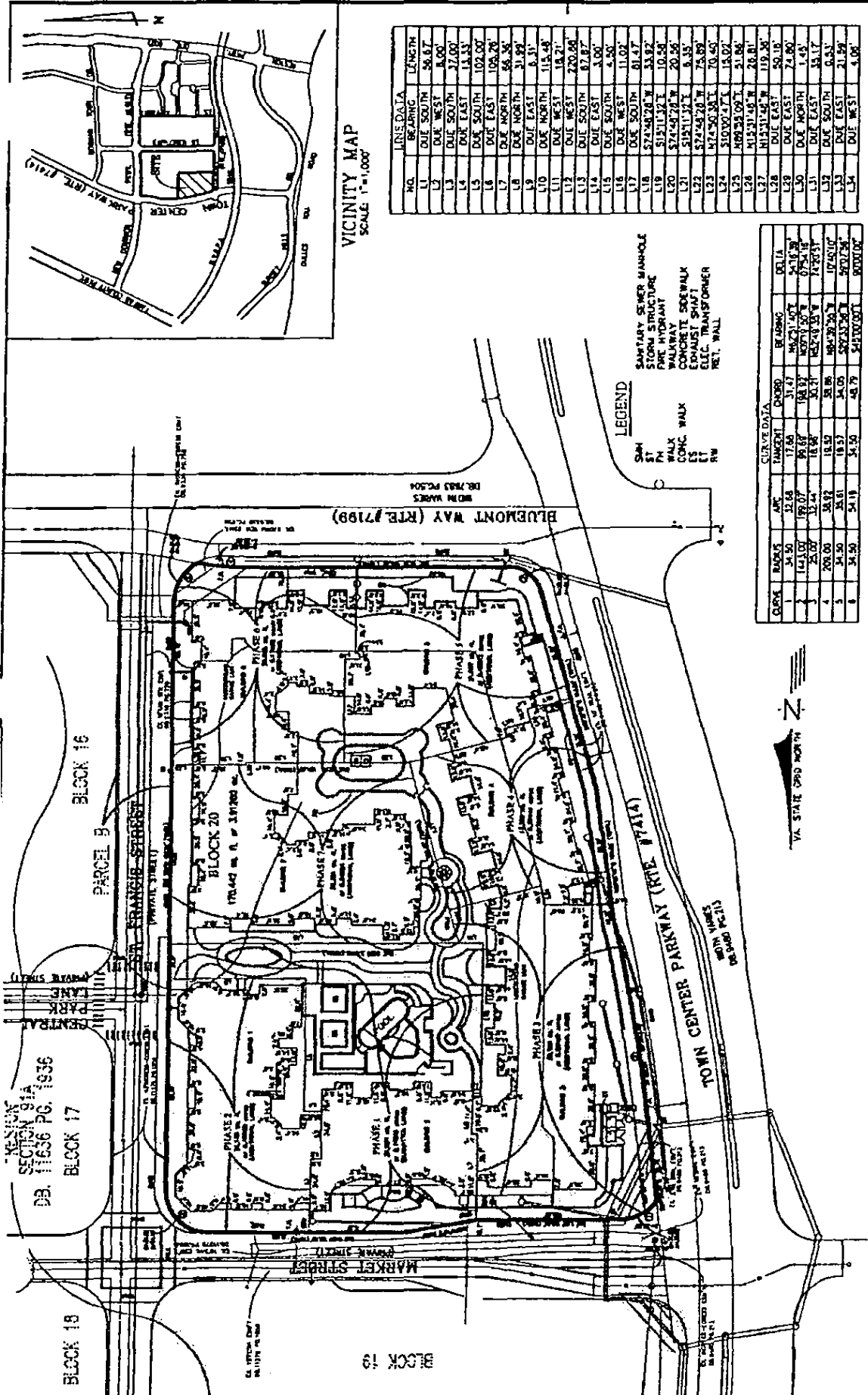
| Unit Number | Unit Type | Par Value | Residential Common Element Interest | General Common Element Interest |
|-------------|-----------------|-----------|-------------------------------------|---------------------------------|
| Phase 1 | | | | |
| 120 | B-8 | 0.320 | .320 /7.410 | .320 /7.410 |
| 121 | A-1a | 0.210 | .210 /7.410 | .210 /7.410 |
| 214 | B-7 | 0.320 | .320 /7.410 | .320 /7.410 |
| 215 | A-3 | 0.320 | .320 /7.410 | .320 /7.410 |
| 216 | A-1Me | 0.210 | .210 /7.410 | .210 /7.410 |
| 217 | A-3 | 0.320 | .320 /7.410 | .320 /7.410 |
| 218 | A-1Me | 0.210 | .210 /7.410 | .210 /7.410 |
| 219 | A-3 | 0.320 | .320 /7.410 | .320 /7.410 |
| 220 | B-8 | 0.320 | .320 /7.410 | .320 /7.410 |
| 221 | A-1a | 0.210 | .210 /7.410 | .210 /7.410 |
| 314 | B-7 | 0.320 | .320 /7.410 | .320 /7.410 |
| 315 | A-3 | 0.320 | .320 /7.410 | .320 /7.410 |
| 316 | A-1Me | 0.210 | .210 /7.410 | .210 /7.410 |
| 317 | A-3 | 0.320 | .320 /7.410 | .320 /7.410 |
| 318 | A-1Me | 0.210 | .210 /7.410 | .210 /7.410 |
| 319 | A-3 | 0.320 | .320 /7.410 | .320 /7.410 |
| 320 | B-8 | 0.320 | .320 /7.410 | .320 /7.410 |
| 321 | A-1a | 0.210 | .210 /7.410 | .210 /7.410 |
| 414 | B-7 with Loft | 0.320 | .320 /7.410 | .320 /7.410 |
| 415 | A-3 with Loft | 0.320 | .320 /7.410 | .320 /7.410 |
| 416 | A-1Me with Loft | 0.260 | .260 /7.410 | .260 /7.410 |
| 417 | A-3 with Loft | 0.340 | .340 /7.410 | .340 /7.410 |
| 418 | A-1Me with Loft | 0.260 | .260 /7.410 | .260 /7.410 |
| 419 | A-3 with Loft | 0.340 | .340 /7.410 | .340 /7.410 |
| 420 | B-8 | 0.320 | .320 /7.410 | .320 /7.410 |
| 421 | A-1a with Loft | 0.260 | .260 /7.410 | .260 /7.410 |

J:\TRAMMELL\96 25\INTEREST SCHEDULE

EXHIBIT "C"
TO
DECLARATION

EXHIBIT "D"
TO
DECLARATION

PLAT



VICINITY MAP
SCALE 1"=1,000'

| NO. | BEARING | LENGTH |
|-----|-------------|--------|
| L1 | DUE SOUTH | 56.87 |
| L2 | DUE WEST | 8.00 |
| L3 | DUE SOUTH | 27.00 |
| L4 | DUE EAST | 18.33 |
| L5 | DUE SOUTH | 102.00 |
| L6 | DUE EAST | 108.78 |
| L7 | DUE NORTH | 56.36 |
| L8 | DUE NORTH | 31.92 |
| L9 | DUE EAST | 8.31 |
| L10 | DUE NORTH | 115.42 |
| L11 | DUE WEST | 18.72 |
| L12 | DUE SOUTH | 220.86 |
| L13 | DUE SOUTH | 87.87 |
| L14 | DUE EAST | 3.00 |
| L15 | DUE SOUTH | 4.50 |
| L16 | DUE WEST | 11.00 |
| L17 | DUE SOUTH | 81.47 |
| L18 | S72°58'28"W | 53.92 |
| L19 | S15°11'32"E | 10.58 |
| L20 | S74°48'28"W | 20.56 |
| L21 | S15°11'32"E | 8.35 |
| L22 | S72°58'28"W | 75.89 |
| L23 | N74°56'38"E | 70.40 |
| L24 | S10°30'47"E | 15.02 |
| L25 | N68°33'00"E | 21.84 |
| L26 | N15°31'48"W | 20.81 |
| L27 | N15°31'48"W | 103.38 |
| L28 | DUE EAST | 54.00 |
| L29 | DUE EAST | 21.80 |
| L30 | DUE NORTH | 1.45 |
| L31 | DUE EAST | 35.17 |
| L32 | DUE SOUTH | 0.51 |
| L33 | DUE EAST | 21.59 |
| L34 | DUE WEST | 5.00' |

- LEGEND
- SAN
 - ST
 - FM
 - WALK
 - CONC. WALK
 - BI
 - LI
 - RI
 - RW
- SANITARY SEWER MANHOLE
STORM STRUCTURE
FIRE HYDRANT
WALKWAY
CONCRETE SIDEWALK
EXHAUST SHUNT
ELEC. TRANSFORMER
RET. WALL

| CURVE DATA | CHORD | DELTA |
|------------|-------|--------|
| 1 | 17.68 | 31.47 |
| 2 | 19.87 | 37.51 |
| 3 | 18.96 | 35.91 |
| 4 | 25.00 | 47.44 |
| 5 | 38.77 | 74.85 |
| 6 | 28.81 | 54.05 |
| 7 | 34.50 | 64.79 |
| 8 | 34.50 | 64.79 |
| 9 | 54.18 | 102.00 |
| 10 | 54.18 | 102.00 |

SURVEYOR'S CERTIFICATE

I, PHILIP A. BLEVINS, A DULY CERTIFIED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS PLAT IS ACCURATE (WITHIN NORMAL BUILDING TOLERANCES) AND COMPLIES WITH THE PROVISIONS OF SECTION 55-78.56 (G) OF THE CODE OF VIRGINIA, AS AMENDED, AND THAT THE BUILDING AND PHYSICAL IMPROVEMENTS ARE NOT YET COMPLETE.

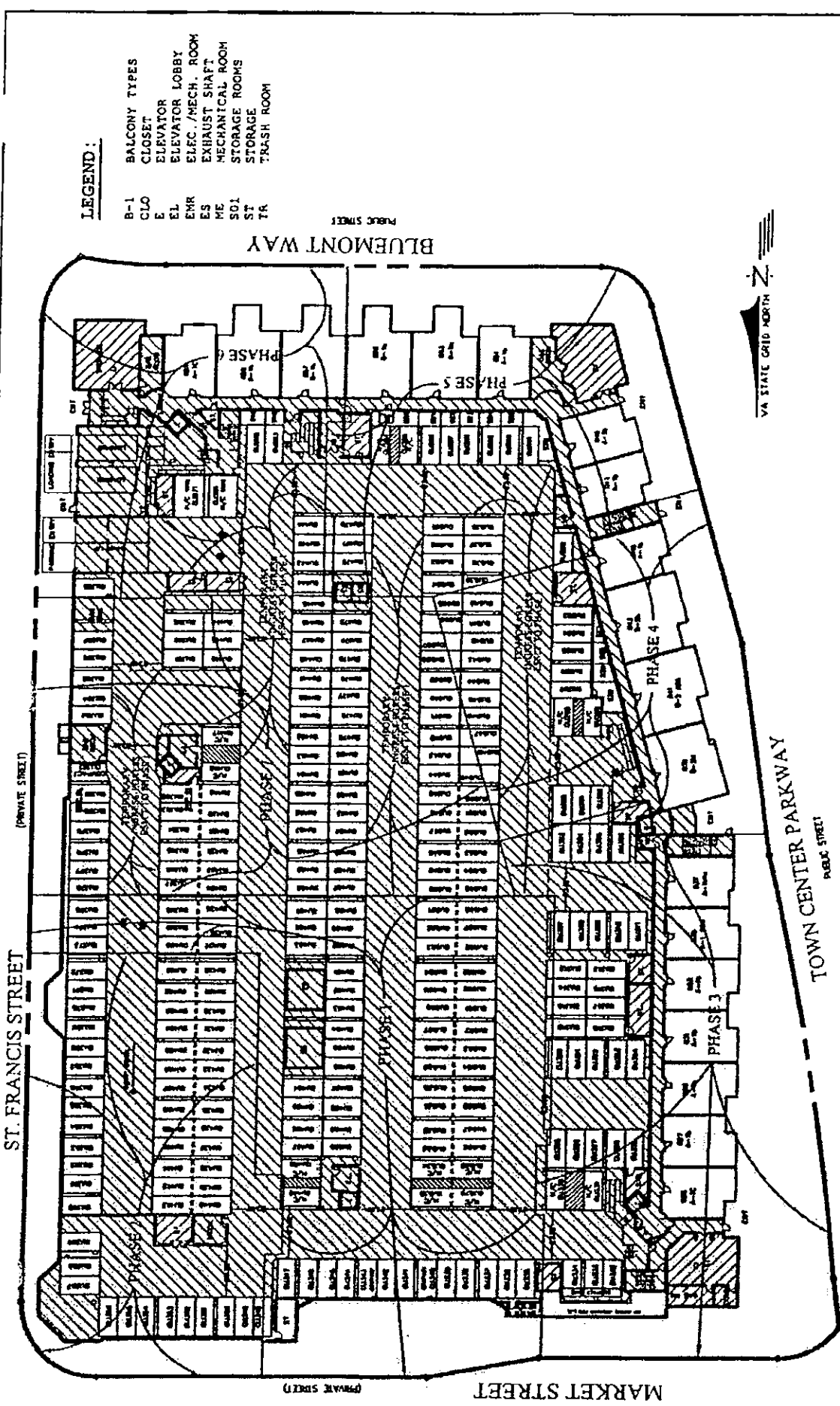
OVER UNDER MY HAND THIS DAY OF OCT., 2002

PHILIP A. BLEVINS L.S. #1364



EXHIBIT D
SUBMITTED LAND(PHASE I) AND ADDITIONAL LAND AND CONVERTIBLE LAND (PHASES 2, 3, 4, 5, 6 & 7), AND EXISTING AND PROPOSED IMPROVEMENTS
MARKET STREET CONDOMINIUM
HUNTER HILL DISTRICT
FAIRFAX COUNTY, VIRGINIA
SCALE: 1"=50'
URBAN ENGINEERING & ASSOCIATES, INC.
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS • LEAD SURVEYORS
1115 LITTLE AVENUE, SUITE 100
ANNAPOLIS, MARYLAND 21403

- NOTES**
1. THE PROPERTIES DELINEATED ON THIS PLAT ARE LOCATED ON ASSESSMENT MAP #77-5-(101)-20 AND IS ZONED PRC, TOWN CENTER.
 2. OWNER: RESTON APARTMENTS HOLDINGS LLC. DB: 12361 PG 1733
 3. BLOCK 20, SECTION 81A, RESTON WAS CREATED BY PLAT RECORDED IN DEED BOOK 11636 AT PAGE 1936.
 4. NO TITLE REPORT HAS BEEN PRODUCED FOR PREPARATION OF THIS PLAT, SUCH REPORT MAY REFLECT ADDITIONAL EASEMENTS, ENCUMBRANCES OR OTHER CIRCUMSTANCES NOT SHOWN HEREON.
 5. ALL UNDERGROUND PARKING SPACES ARE COMMON ELEMENTS WHICH MAY BE ASSIGNED AS LIMITED COMMON ELEMENTS.
 6. THERE ARE 571 TOTAL PARKING SPACES AVAILABLE IN THE PARKING STRUCTURE.



LEGEND:

- B-1 BALCONY TYPES
- CLO CLOSET
- E ELEVATOR LOBBY
- EL ELEC./MECH. ROOM
- ENR EXHAUST SHAFT
- ME MECHANICAL ROOM
- SOA STORAGE ROOMS
- ST STORAGE
- TR TRASH ROOM

- INDICATES RESIDENTIAL LIMITED COMMON ELEMENTS
- INDICATES COMMON ELEMENTS

SURVEYOR'S CERTIFICATE

I, PHILIP A. BURNS, A DULY CERTIFIED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS PLAN IS ACCURATE (WITHIN NORMAL SURVEYING TOLERANCES) AND COMPLIES WITH THE PROVISIONS OF SECTION 58-7-12(B) OF THE CODE OF VIRGINIA, AS AMENDED, AND THAT THE UNITS SHOWN HEREON ARE NOT YET COMPLETE.

GIVEN UNDER MY HAND THIS _____ DAY OF OCT., 2002.
 PHILIP A. BURNS _____ L.S. #1364 _____ DATE _____



SOUTH BUILDING-UPPER GARAGE

EXHIBIT E
CONDOMINIUM PLAN
 PHASE I
 MARKET STREET CONDOMINIUM
 HUNTER HILL DISTRICT
 FAIRFAX COUNTY, VIRGINIA
 SCALE: 1"=30' DATE SET.: 0202
 URBAN ENGINEERING & ASSOCIATES, INC.

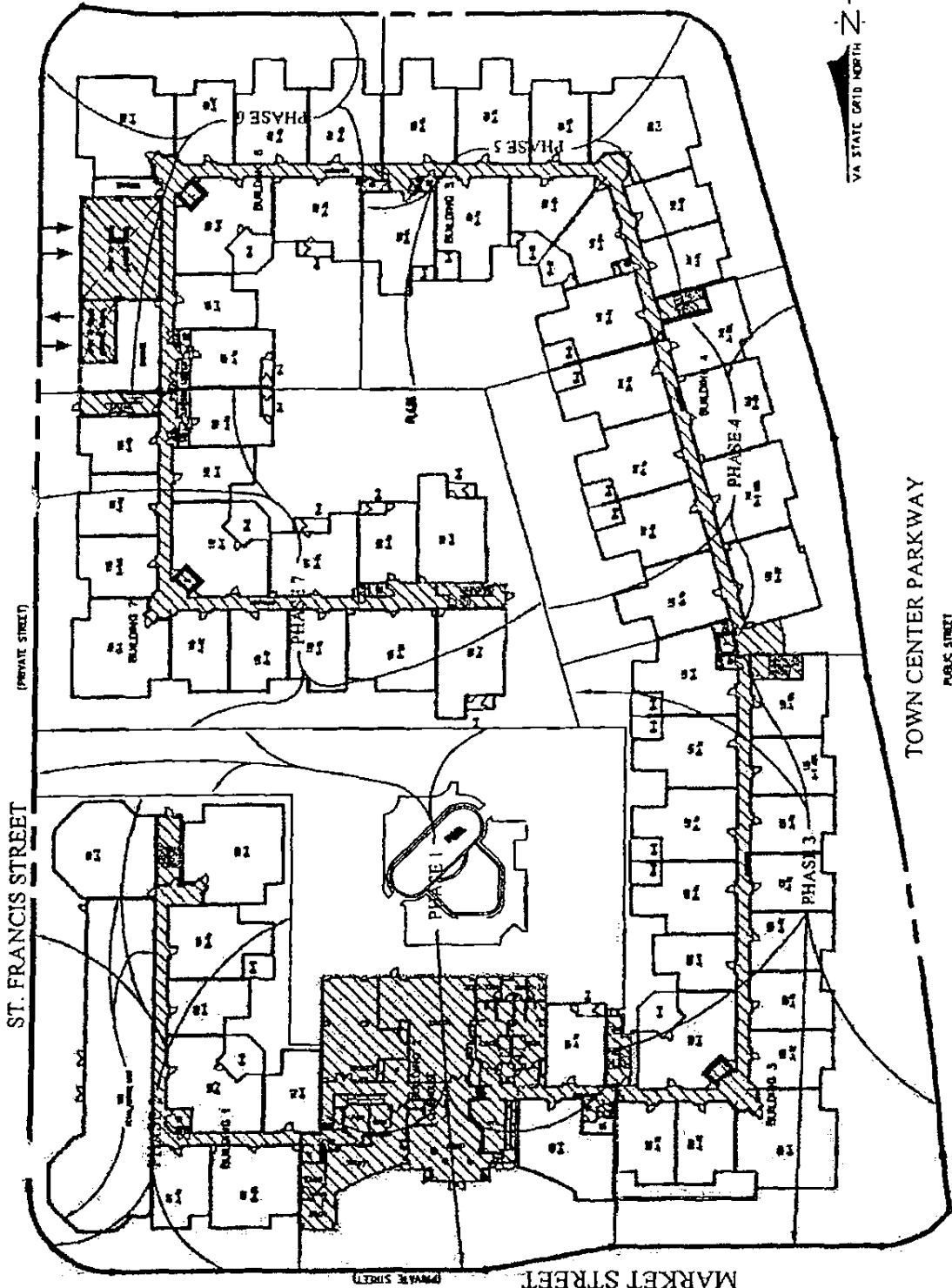
CIVIL ENGINEER - LANDSCAPE ARCHITECT - LAND SURVEYOR
 7111 LITTLE RIVER TURNPIKE
 ANNANDALE, VIRGINIA 22029-1436

LEGEND:

- B-1 BALCONY TYPES
- CLO CLOSET
- E ELEVATOR
- EL ELEVATOR LOBBY
- EMR ELEC./MECH. ROOM
- ES EXHAUST SHAFT
- ME MECHANICAL ROOM
- S01 STORAGE ROOMS
- ST TRASH ROOM
- TR TRASH ROOM

EXHIBIT E
 CONDOMINIUM PLAN
 PHASE 1:
 MARKET STREET CONDOMINIUM
 MARKET HILL DISTRICT
 FAIRFAX COUNTY, VIRGINIA
 SCALE: 1"=30' DATE: OCT., 2002
 URBAN ENGINEERING & ASSOCIATES, INC.

CIVIL ENGINEER: LANDSCAPE ARCHITECT: 9 10/02/02
 702 LITTLE ROCK RD. #100
 ARLINGTON, VIRGINIA 22204-1614



SOUTH BUILDING-FIRST FLOOR

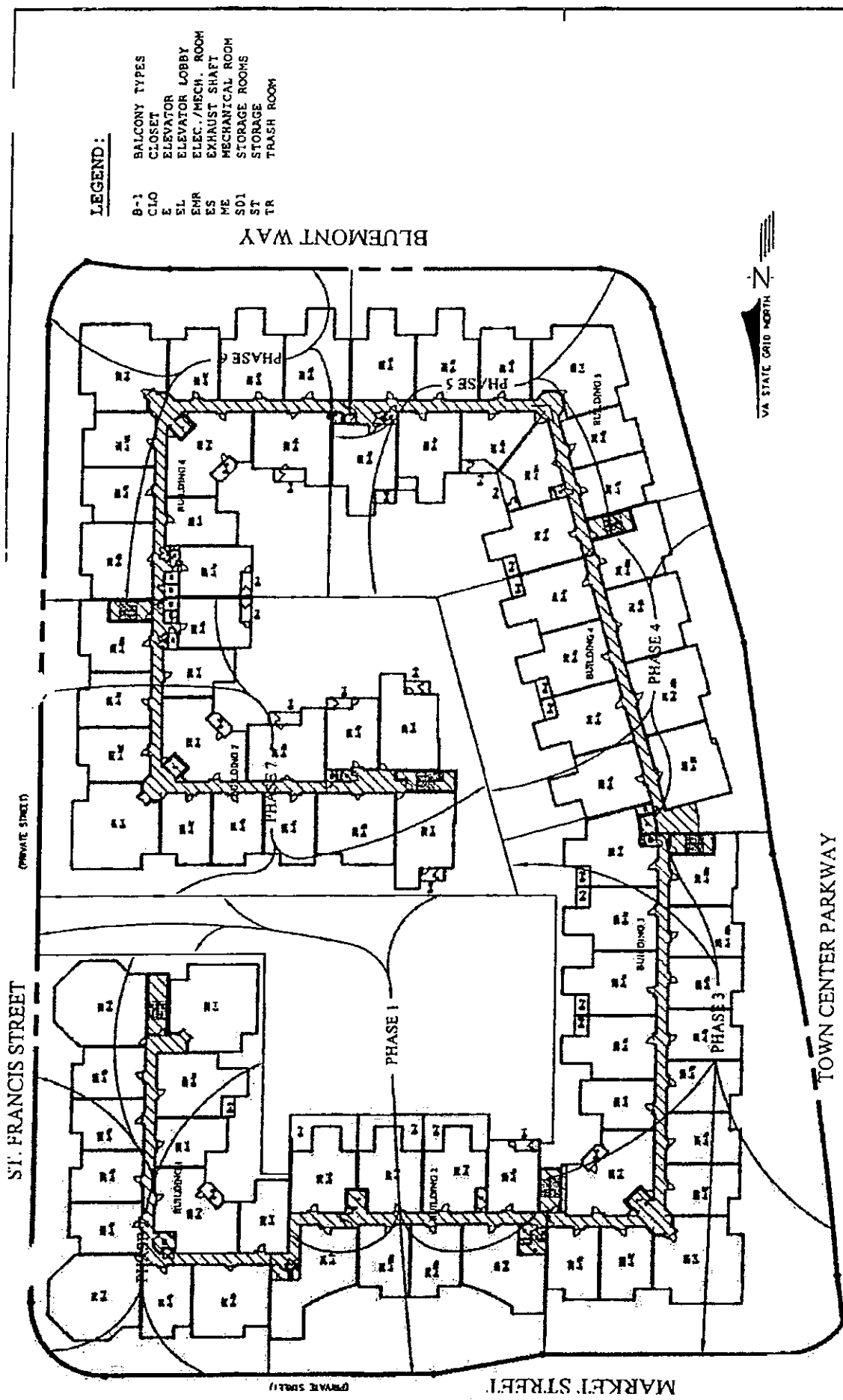


INDICATES RESIDENTIAL LIMITED COMMON ELEMENTS

SURVEYOR'S CERTIFICATE

I, PHILIP A. BLUM, A DULY CERTIFIED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY, THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS PLAN IS ACCURATE (WITHIN NORMAL BUILDING TOLERANCES) AND COMPLETS WITH THE PROVISIONS OF SECTION 55-7-15 (B) OF THE CODE OF VIRGINIA, AS AMENDED, AND THAT THE UNITS SHOWN HEREON ARE NOT YET COMPLETE.

PHILIP A. BLUM DAY OF OCT., 2002
 PREPARED BY DATE



LEGEND:

- B-1 BALCONY TYPES
- CLO CLOSET
- E ELEVATOR
- EL ELEVATOR LOBBY
- EHR ELEC./MECH. ROOM
- ES EXHAUST SHAFT
- ME MECHANICAL ROOM
- SD1 STORAGE ROOMS
- ST STORAGE ROOM
- TR TRASH ROOM

SOUTH BUILDING-SECOND FLOOR

EXHIBIT E
CONDOMINIUM PLAN
 PHASE I
MARKET STREET CONDOMINIUM
 HUNTER HILL DISTRICT
 FAIRFAX COUNTY, VIRGINIA
 SCALE: 1"=30' DATE: OCT., 2002
 URBAN ENGINEERING & ASSOCIATES, INC.



SURVEYOR'S CERTIFICATE

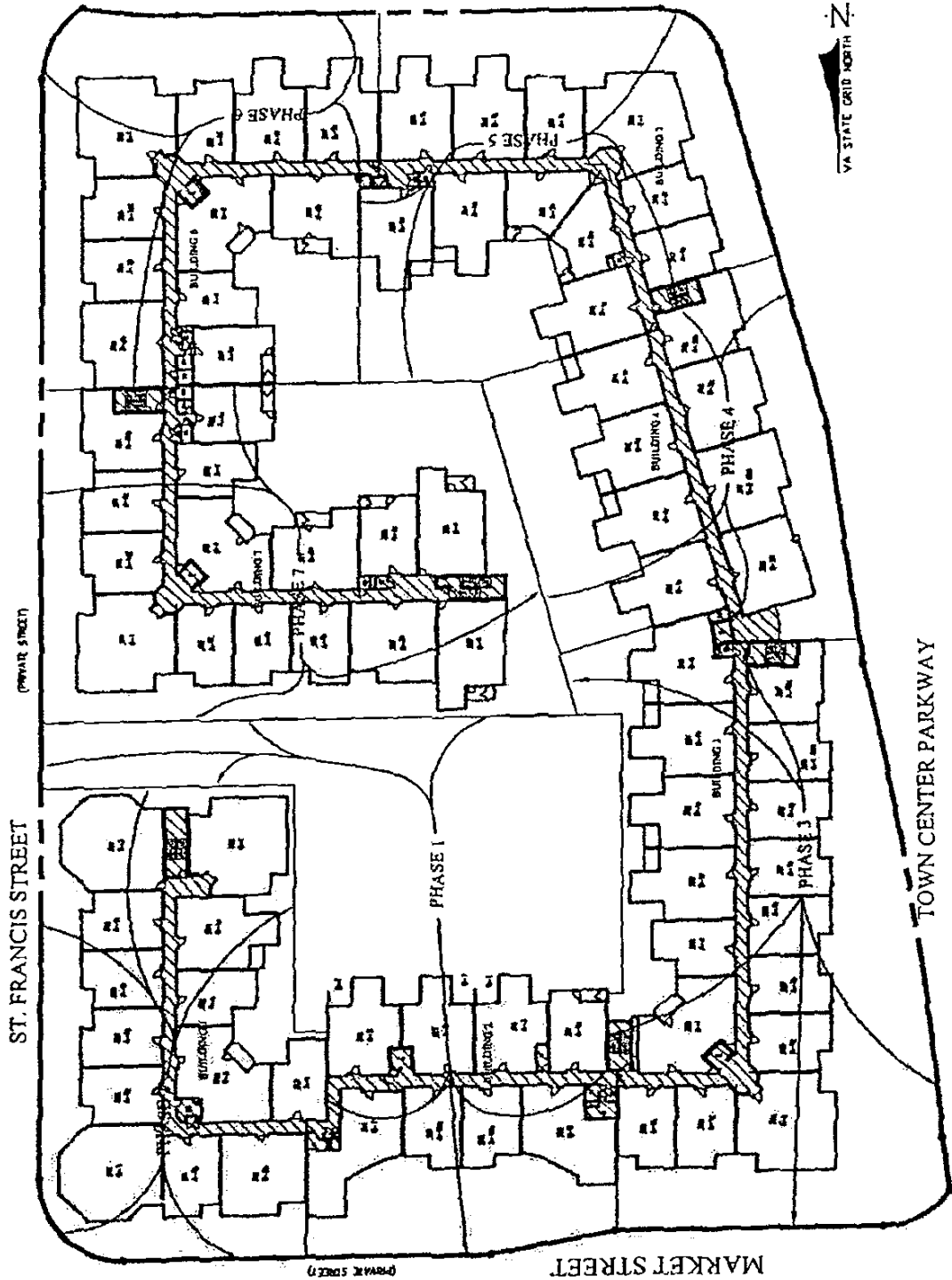
I, PHILLIP A. BELVAS, A DULY CERTIFIED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS PLAN IS ACCURATE (WITHIN NORMAL BUILDING TOLERANCES) AND COMPLES WITH THE PROVISIONS OF SECTION 55-78.50 (B) OF THE CODE OF VIRGINIA, AS AMENDED, AND THAT THE UNITS SHOWN HEREON ARE NOT YET COMPLETE.

GIVEN UNDER MY HAND THIS _____ DAY OF OCT., 2002
 PHILLIP A. BELVAS U.S. #1584 DATE _____

LEGEND:

- B-1 BALCONY TYPES
- CLO CLOSET
- E ELEVATOR
- EL ELEVATOR LOBBY
- EMR ELEC./MECH. ROOM
- ES EXHAUST SHAFT
- ME MECHANICAL ROOM
- SDI STORAGE ROOMS
- ST STAIR
- TR TRASH ROOM

BLUEMONT WAY



SOUTH BUILDING-THIRD FLOOR

INDICATES RESIDENTIAL LIMITED COMMON ELEMENTS

SURVEYOR'S CERTIFICATE

I, PHILIP A. BROWN, A DULY CERTIFIED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY, THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS PLAN IS ACCURATE (WITHIN NORMAL BUILDING TOLERANCES) AND COMPLIES WITH THE PROVISIONS OF SECTION 55-79.58 (B) OF THE CODE OF VIRGINIA, AS AMENDED, AND THAT THE UNITS SHOWN HEREON ARE NOT 1/2 COMPLETE.

GIVEN UNDER MY HAND THIS _____ DAY OF OCT., 2002

PHILIP A. BROWN U.S. M334 _____ DATE _____



**EXHIBIT E
CONDOMINIUM PLAN
PHASE 1**

MARKET STREET CONDOMINIUM
HUNTER HILL DISTRICT
FAIRFAX COUNTY, VIRGINIA
SCALE: 1"=20'
DATE: OCT. 2002

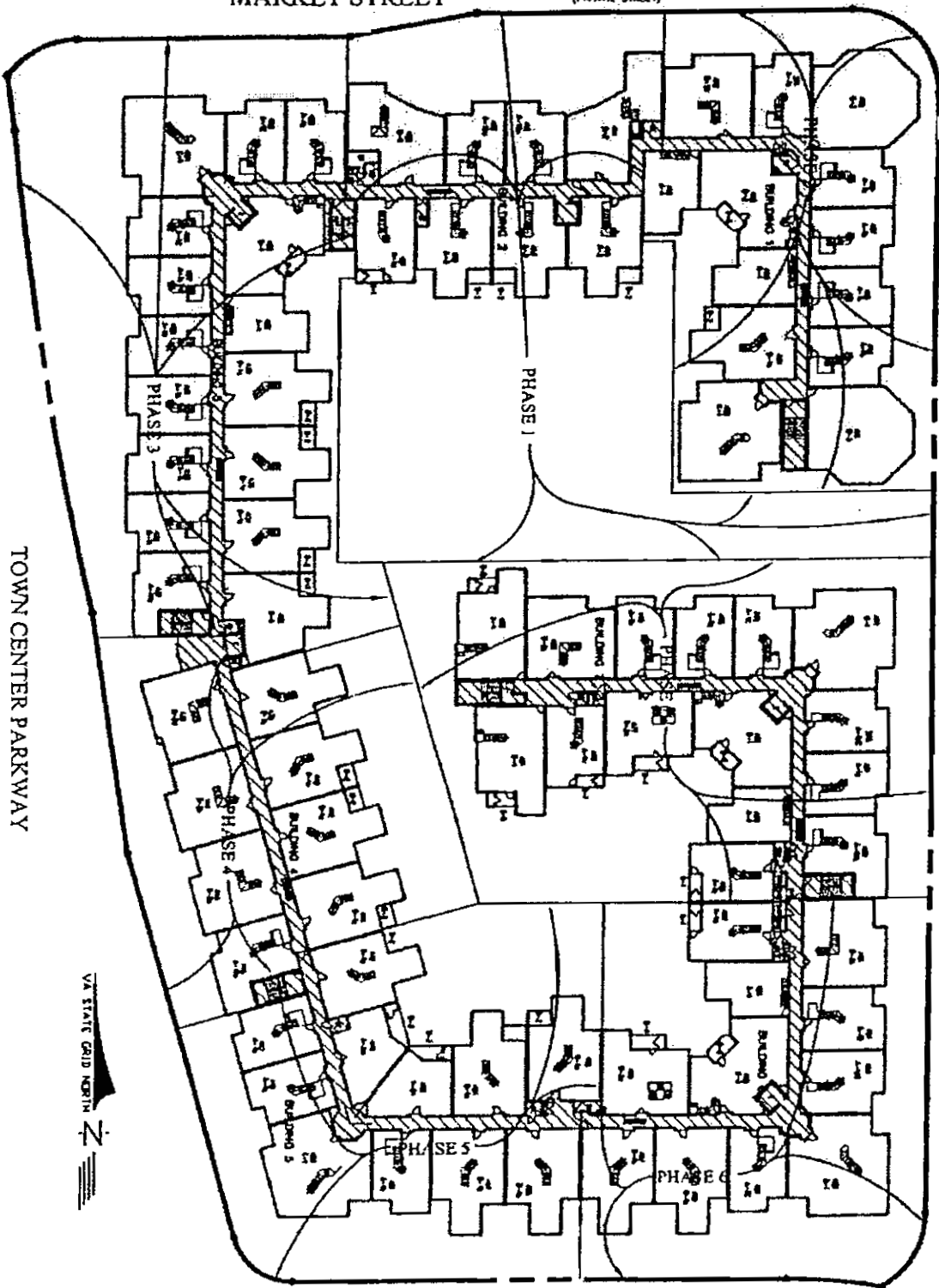
URBAN ENGINEERING & ASSOCIATES, INC.
CIVIL, MECHANICAL, LANDSCAPE ARCHITECTURE
7111 LITTLE PATTER LANE
ANNAPOLIS, MARYLAND 20704

MARKET STREET

(PRIVATE STREET)

S. FRANCIS STREET

(PRIVATE STREET)



TOWN CENTER PARKWAY

VA STATE GRID NORTH



BLUEMONT WAY

LEGEND:

- B-1 BALCONY TYPES
- CLO CLOSET
- E ELEVATOR
- EL ELEVATOR LOBBY
- EMR ELEC./MECH. ROOM
- ES EXHAUST SHAFT
- ME MECHANICAL ROOM
- S01 STORAGE ROOMS
- ST STORAGE
- TR TRASH ROOM

SOUTH BUILDING-FOURTH FLOOR

SURVEYOR'S CERTIFICATE

PHILIP A. BLEWIS, A DAILY CERTIFIED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT, TO THE BEST OF HIS KNOWLEDGE AND BELIEF HIS PLAT IS ACCURATE (WITHIN NORMAL BUILDING TOLERANCES) AND COMPLIES WITH THE PROVISIONS OF SECTION 55-75.24 (B) OF THE CODE OF VIRGINIA, AS AMENDED, AND THAT THE UNITS SHOWN HEREON ARE NOT YET COMPLETE.

GIVEN UNDER MY HAND THIS

DAY OF OCT., 2002

PHILIP A. BLEWIS

LS 7100

DATE



EXHIBIT C
CONDOMINIUM PLAN

PHASE 1

MARKET STREET CONDOMINIUM

HANTER HILL DISTRICT

FAIRFAX COUNTY, VIRGINIA

SCALE: 1"=30'

DATE: OCT., 2002

URBAN ENGINEERING & ASSOCIATES, INC.

ONE SHOREBURY LANE, SUITE 200

THE LITTLE LIVES NEW

ANNAPOLIS, VIRGINIA 22029

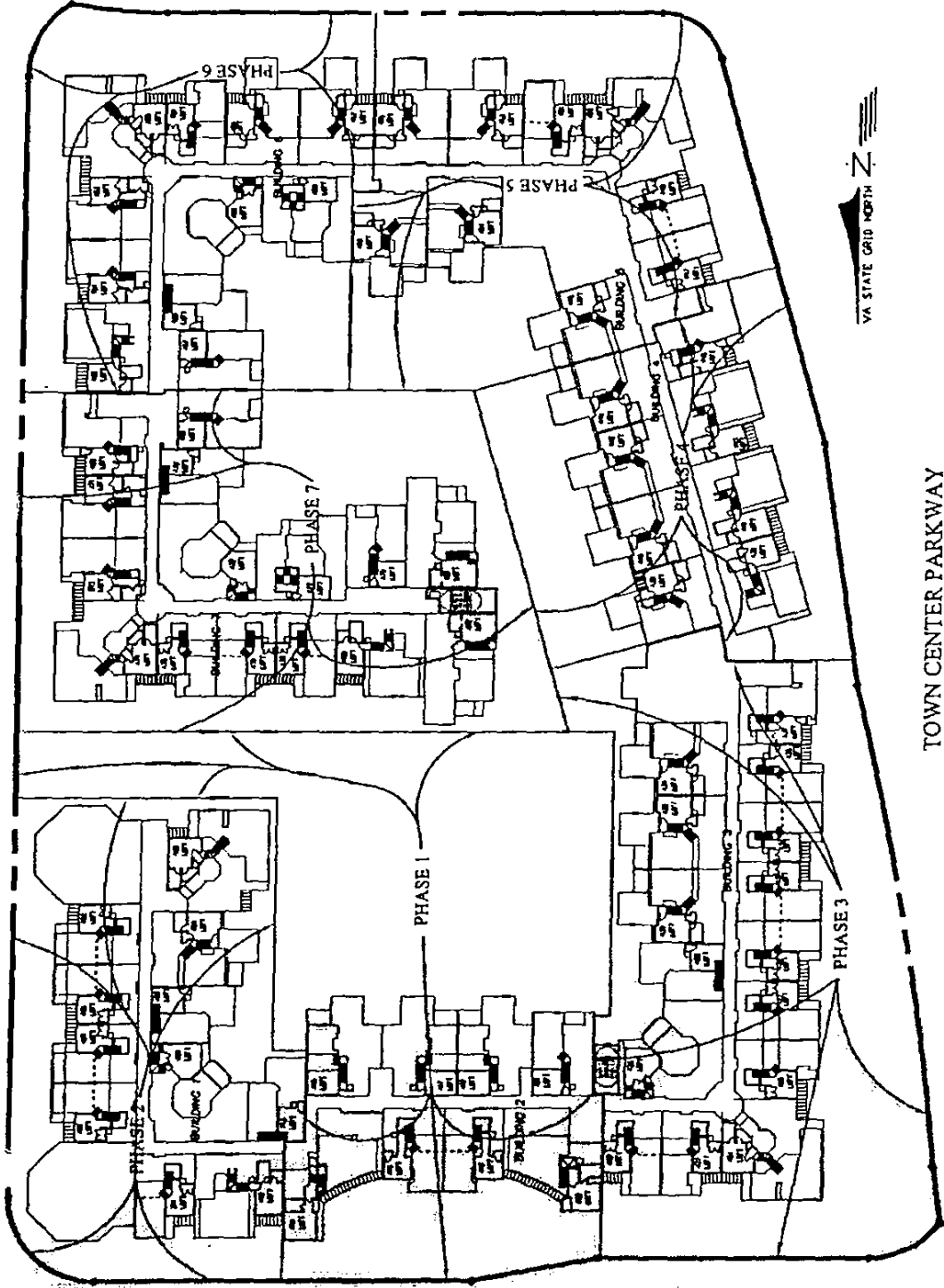
1 1/2" X 11" SHEET

LEGEND :

- B-1 BALCONY TYRES
- CLO CLOSET
- E ELEVATOR
- EL ELEVATOR LOBBY
- EMR ELEC./MECH. ROOM
- ES EXHAUST SHAFT
- ME MECHANICAL ROOM
- S01 STORAGE ROOMS
- ST STORAGE
- TR TRASH ROOM

BLUEMONT WAY

ST. FRANCIS STREET (PRIVATE STREET)



TOWN CENTER PARKWAY

SOUTH BUILDING-4TH FLOOR LOFT

INDICATES RESIDENTIAL LIMITED COMMON ELEMENTS

SURVEYOR'S CERTIFICATE

I, PHILIP A. BLUMER, A DAILY CERTIFIED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS PLAN IS ACCURATE (WITHIN NORMAL BUILDING TOLERANCES) AND CONFORMS WITH THE PROVISIONS OF SECTION 55-70.23 (B) OF THE CODE OF VIRGINIA, AS AMENDED, AND THAT THE DATA SHOWN HEREON ARE NOT YET COMPLETE.

DRAWN UNDER MY HAND THIS _____ DAY OF OCT., 2002

PHILIP A. B. _____ LX 11/04 _____ DATE



**EXHIBIT E
CONDOMINIUM PLAN**

PHASE I

MARKET STREET CONDOMINIUM

HUNTER HILL DISTRICT

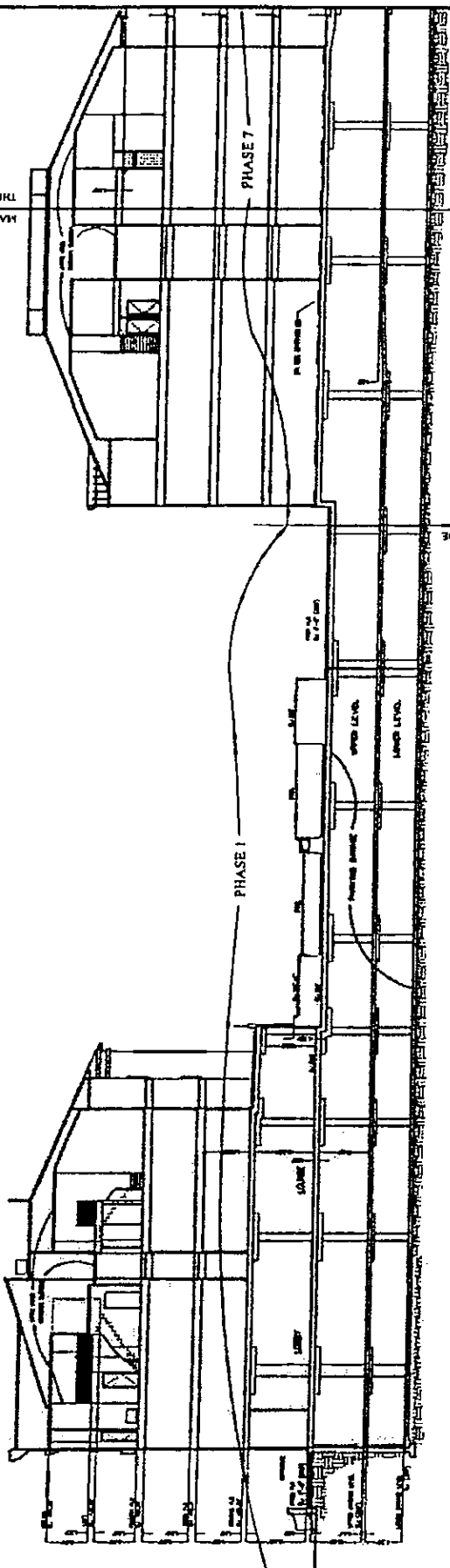
FAIRFAX COUNTY, VIRGINIA

SCALE: 1"=30' DATE: OCT., 2002

URBAN ENGINEERING & ASSOCIATES, INC.

ONE BREWSTER + JEFFERSON AVENUE
THIRD FLOOR, SUITE 300
ARLINGTON, VIRGINIA 22204

MATCH LINE
THIS SHEET



SURVEYOR'S CERTIFICATE

I, PHILIP A. BLEWINS, A DUTY CERTIFIED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS PLAN IS ACCURATE (WITHIN NORMAL BUILDING TOLERANCES) AND COMPLIES WITH THE PROVISIONS OF SECTION 55-71.58 (B) OF THE CODE OF VIRGINIA, AS AMENDED, AND THAT THE UNITS SHOWN HEREON ARE NOT YET COMPLETE.

GIVEN UNDER MY HAND THIS DAY OF OCT., 2002

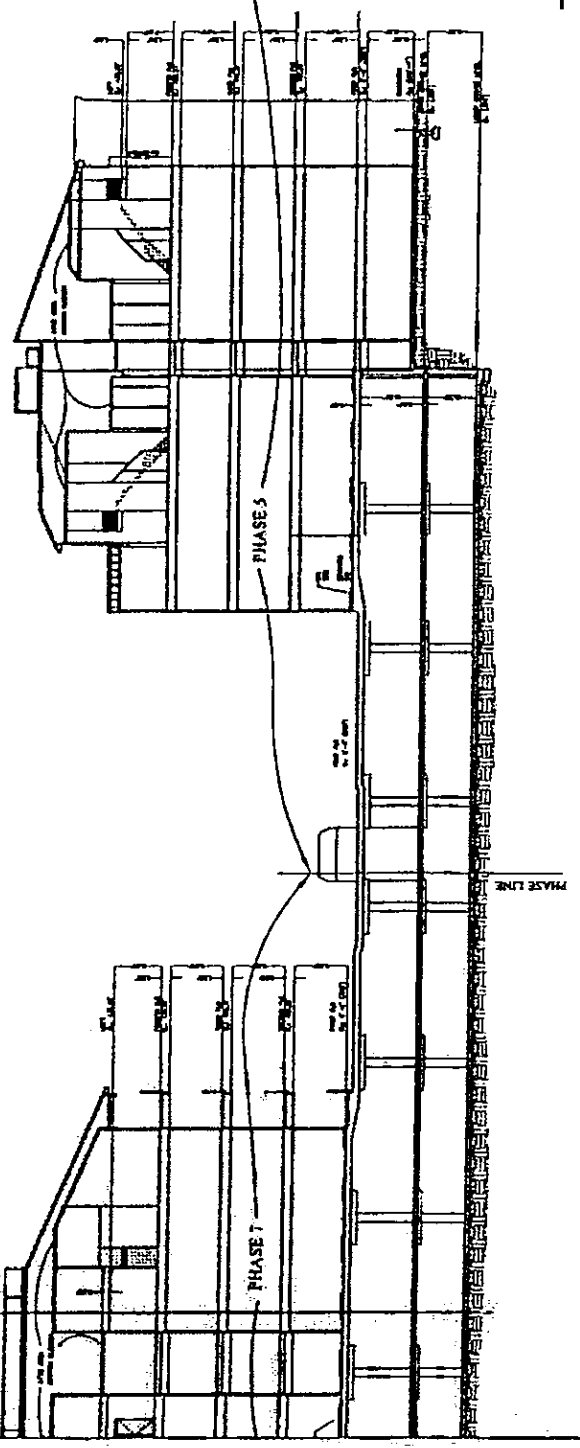
PHILIP A. BLEWINS
L.S. 71364



SOUTH BUILDING SECTION

A

MATCH LINE
THIS SHEET

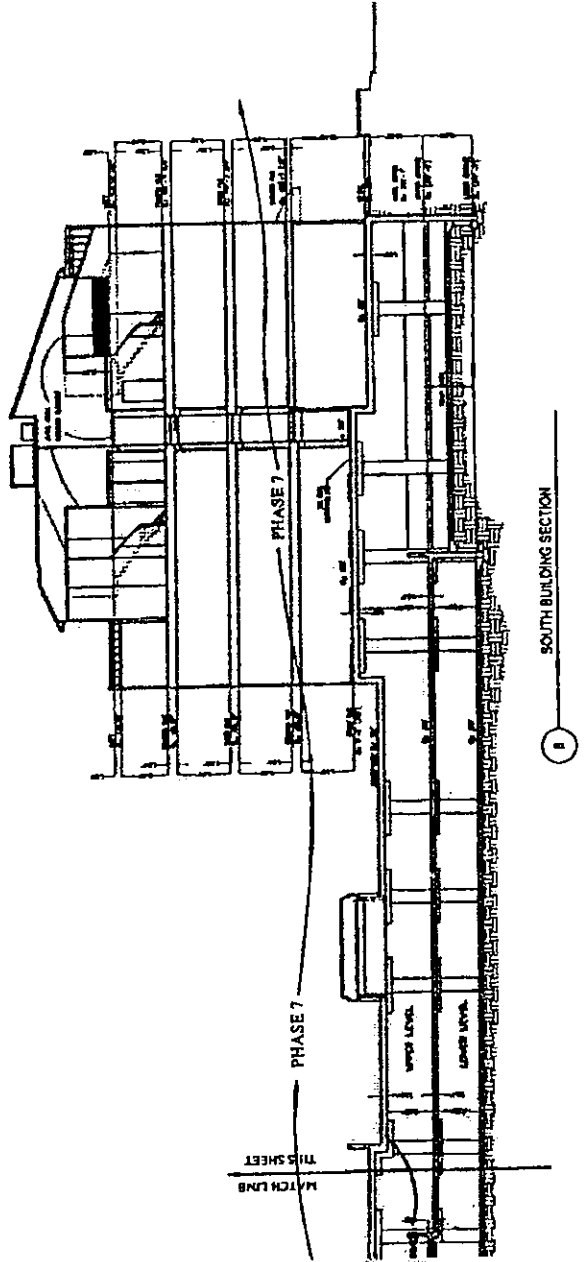
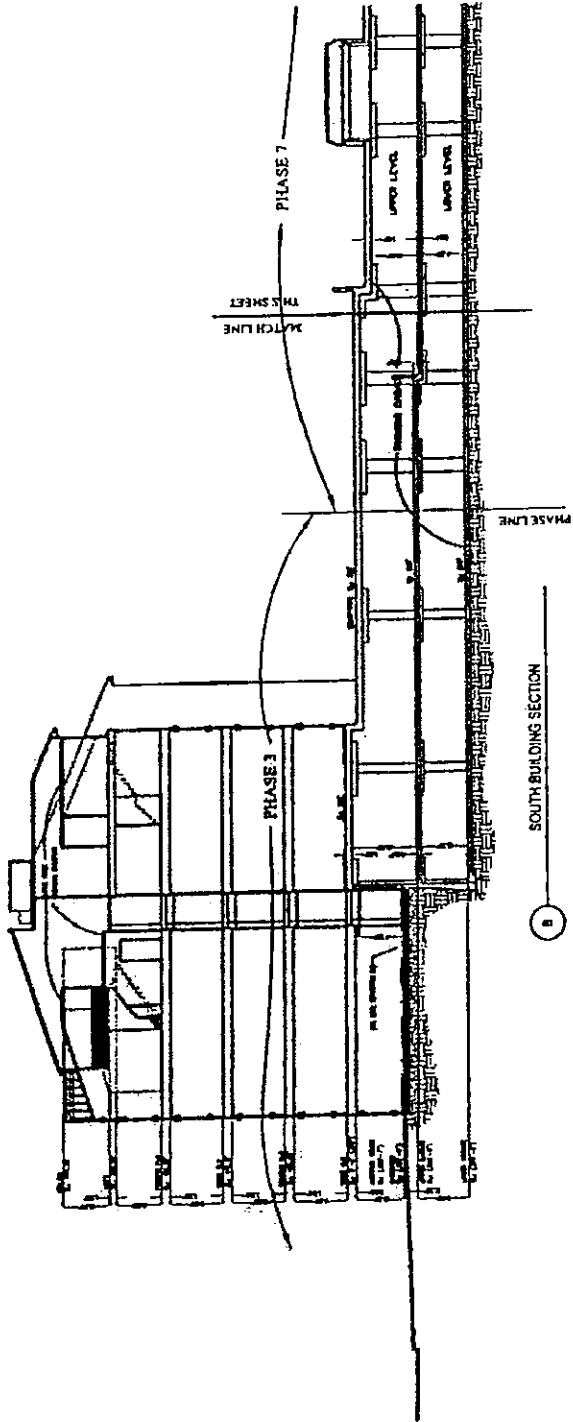


SOUTH BUILDING SECTION

A

EXHIBIT E
CONDOMINIUM PLAN
PHASE I
MARKET STREET CONDOMINIUM
WATER HILL DISTRICT
FAIRFAX COUNTY, VIRGINIA
SCALE: 1"=15'
DATE: OCT., 2002
URBAN ENGINEERING & ASSOCIATES, INC.

CIVIL ENGINEER - LICENSED ARCHITECT
7911 LITTLE RIVER ST.
SPRINGDALE, VIRGINIA 22151-1100
PH 540-885-1400
FAX 540-885-1401



SURVEYOR'S CERTIFICATE

I, PHILIP A. BLEVINS, A duly certified Land Surveyor in the Commonwealth of Virginia, do hereby certify that to the best of my knowledge and belief this plan is accurate (within normal building tolerances) and complies with the provisions of SECTION 55-70.50 (B) OF THE CODE OF VIRGINIA AS AMENDED, AND THAT THE UNITS SHOWN HEREON ARE NOT YET COMPLETE.

GIVEN UNDER MY HAND THIS DAY OF OCT, 2002

PHILIP A. BLEVINS L.S. 71364



EXHIBIT E
CONDOMINIUM PLAN
PHASE I
MARKET STREET CONDOMINIUM
HARTER HILL DISTRICT
FAIRFAX COUNTY, VIRGINIA
SCALE: 1"=15' DATE: OCT, 2002
URBAN ENGINEERING & ASSOCIATES, INC.

CITY ENGINEER & LANDSCAPE ARCHITECT IN CHARGE
 1113 LITTLE RIVER RD
 ANNAPOLIS, VIRGINIA 20740

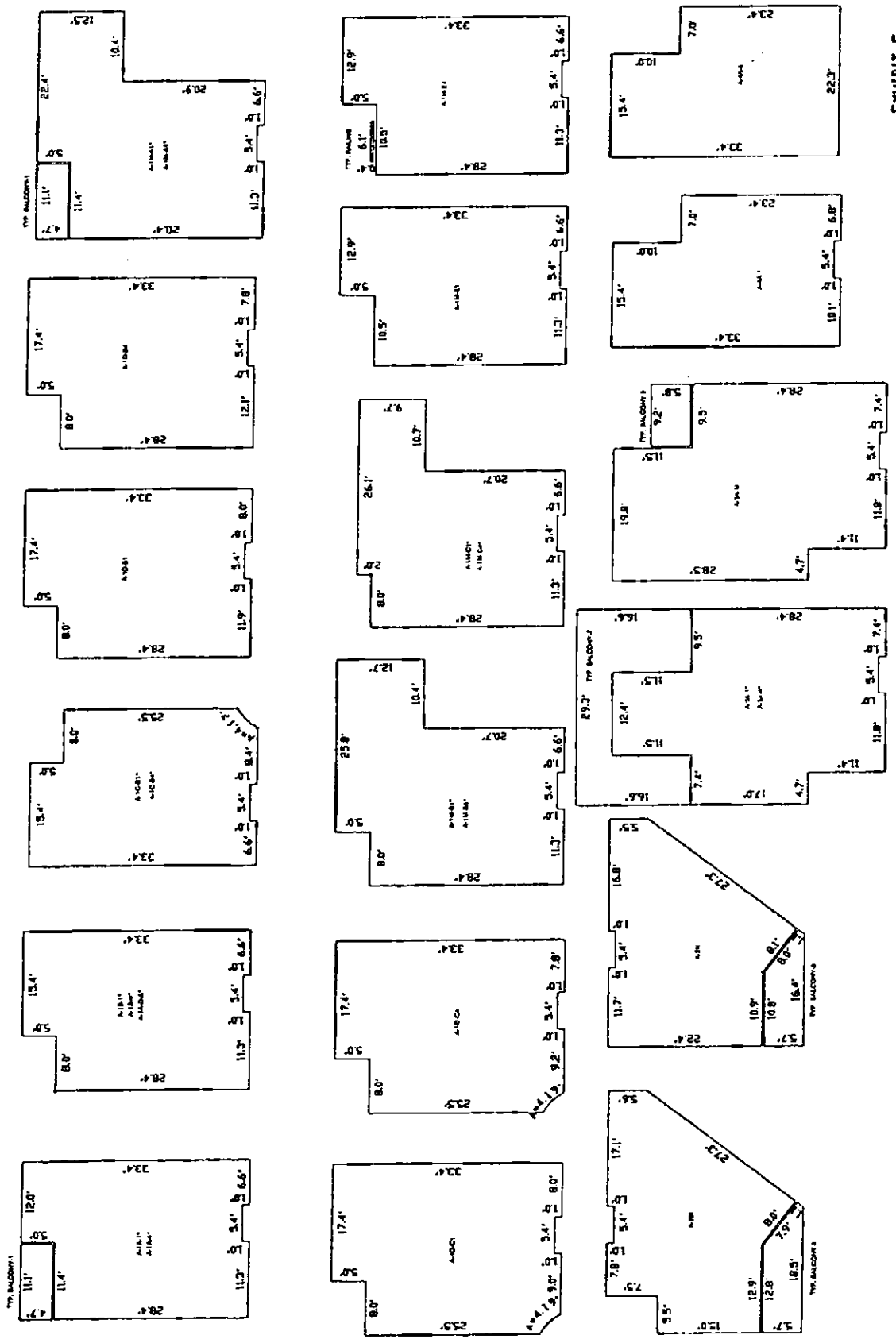


EXHIBIT E
CONDOMINIUM PLAN
PHASE I

MARKET STREET CONDOMINIUM
 HUNTER HILL DISTRICT
 FAIRFAX COUNTY, VIRGINIA
 SCALE: 1/4" = 1'-0" DATE: OCT. 2002
 URBAN ENGINEERING & ASSOCIATES, INC.
 CIVIL ENGINEER & LANDSCAPE ARCHITECT
 111 LITTLE RIVER RD
 ANNANDALE, VIRGINIA, 22020



TYPICAL UNIT TYPES

* TYPICAL UNIT OUTLINE FOR MULTIPLE UNIT TYPES
 WITH VARIABLE INTERIOR LAYOUTS.

SURVEYOR'S CERTIFICATE

I, PHILIP A. EVANS, A QUALY CERTIFIED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS PLAN IS ACCURATE (WITHIN NORMAL BUILDING TOLERANCES) AND COMPLES WITH THE PROVISIONS OF SECTION 55-70.25 (B) OF THE CODE OF VIRGINIA AS AMENDED, AND THAT THE UNITS SHOWN HEREON ARE NOT YET COMPLETE.

GIVEN UNDER MY HAND THIS DAY OF OCT., 2002
 PHILIP A. EVANS L.S. #1504 DATE

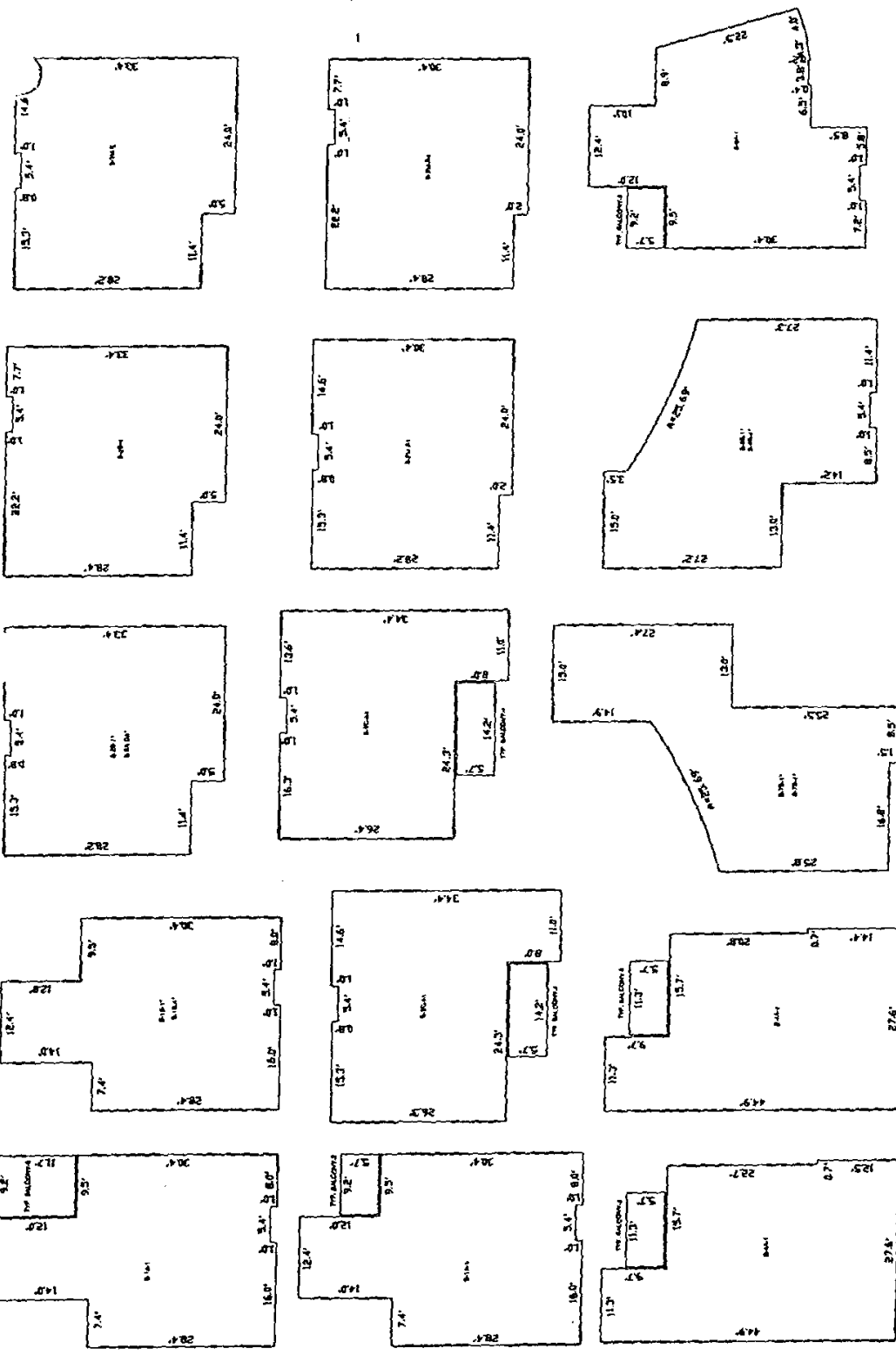


EXHIBIT E
CONDOMINIUM PLAN
 PHASE 1
 MARKET STREET CONDOMINIUM
 HUNTER HILL DISTRICT
 FAIRFAX COUNTY, VIRGINIA
 SCALE: 1"=10'
 URBAN ENGINEERING & ASSOCIATES, INC.
 ONE SHOREDRIFT LANE, SUITE 100
 FALLS CHURCH, VIRGINIA 22034



TYPICAL UNIT TYPES II
 TYPICAL UNIT OUTLINE FOR MULTIPLE UNIT TYPES
 WITH VARIABLE INTERIOR LAYOUTS

SURVEYOR'S CERTIFICATE
 I, PHILIP A. BROWN, A DEED CERTIFIED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS PLAN IS ACCURATE AND COMPLETES THE SURVEY OF THE LAND DESCRIBED IN THE PROVISIONS OF SECTION 15.1-103 OF THE CODE OF VIRGINIA, AS AMENDED, AND THAT THE UNITS SHOWN HEREON ARE NOT YET COMPLETED.
 GIVEN UNDER MY HAND THIS DAY OF OCT., 2002
 PHILIP BROWN L.S. #1564 DATE

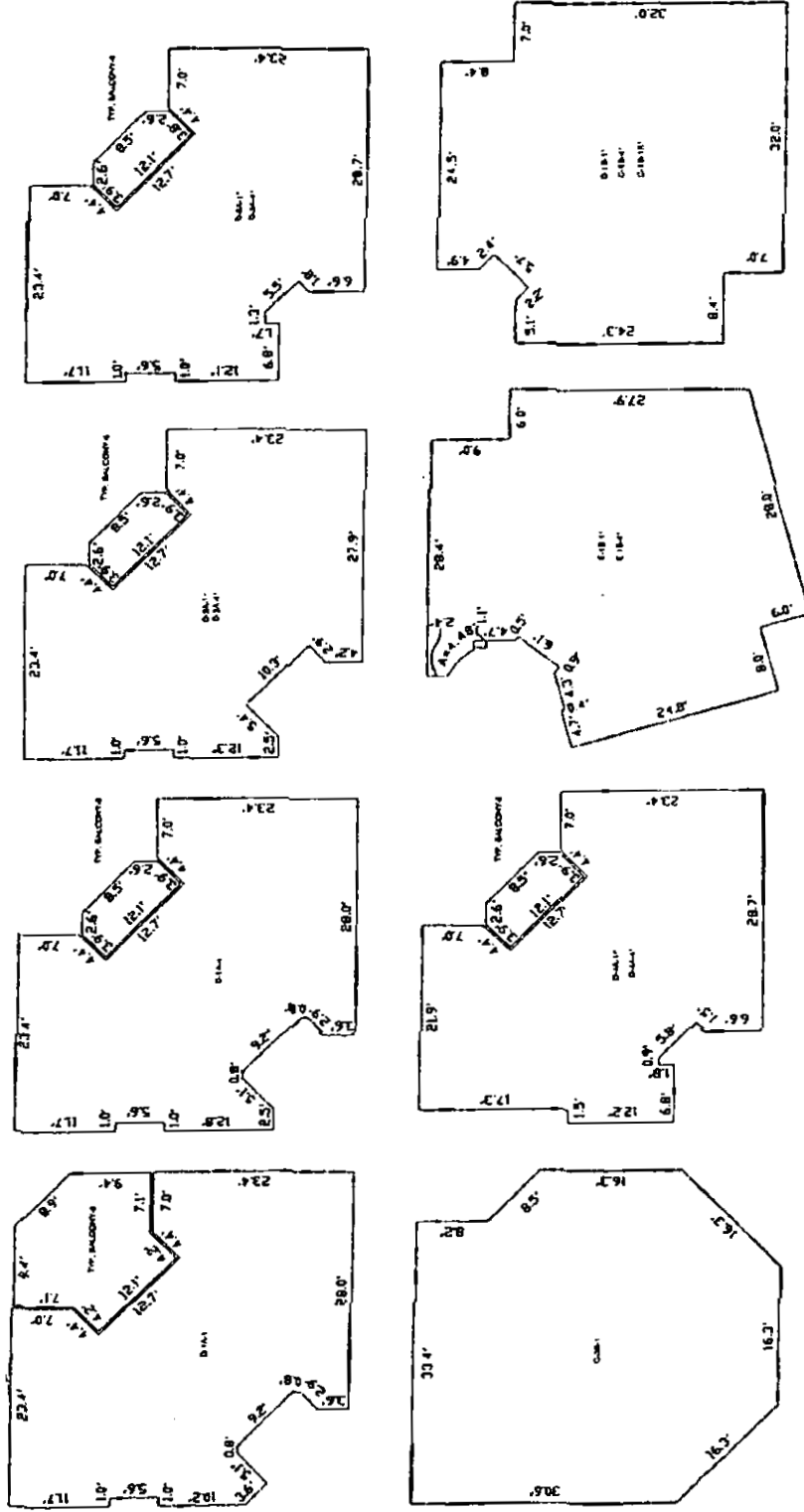
EXHIBIT C
CONDOMINIUM PLAN
PHASE I

MARKET STREET CONDOMINIUM
HUNTER HILL DISTRICT
FAIRFAX COUNTY, VIRGINIA
SCALE: 1"=10'
DATE: OCT. 2002

URBAN ENGINEERING & ASSOCIATES, INC.
CITY ENGINEERS & ARCHITECTS LICENSE NO. 0000000000
111 LITTLE RIVER TOWER
ARLINGTON, VIRGINIA 22202-4000



TYPICAL UNIT TYPES II
WITH VARIABLE INTERIOR LAYOUTS.



SURVEYOR'S CERTIFICATE

I, PHILIP A. BLEWINS, A DULY CERTIFIED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS PLAN IS ACCURATE (WITHIN NORMAL BUILDING TOLERANCES) AND COMPLES WITH THE PROVISIONS OF SECTION 55-70.5B (B) OF THE CODE OF VIRGINIA, AS AMENDED, AND THAT THE UNITS SHOWN HEREON ARE NOT YET COMPLETE.

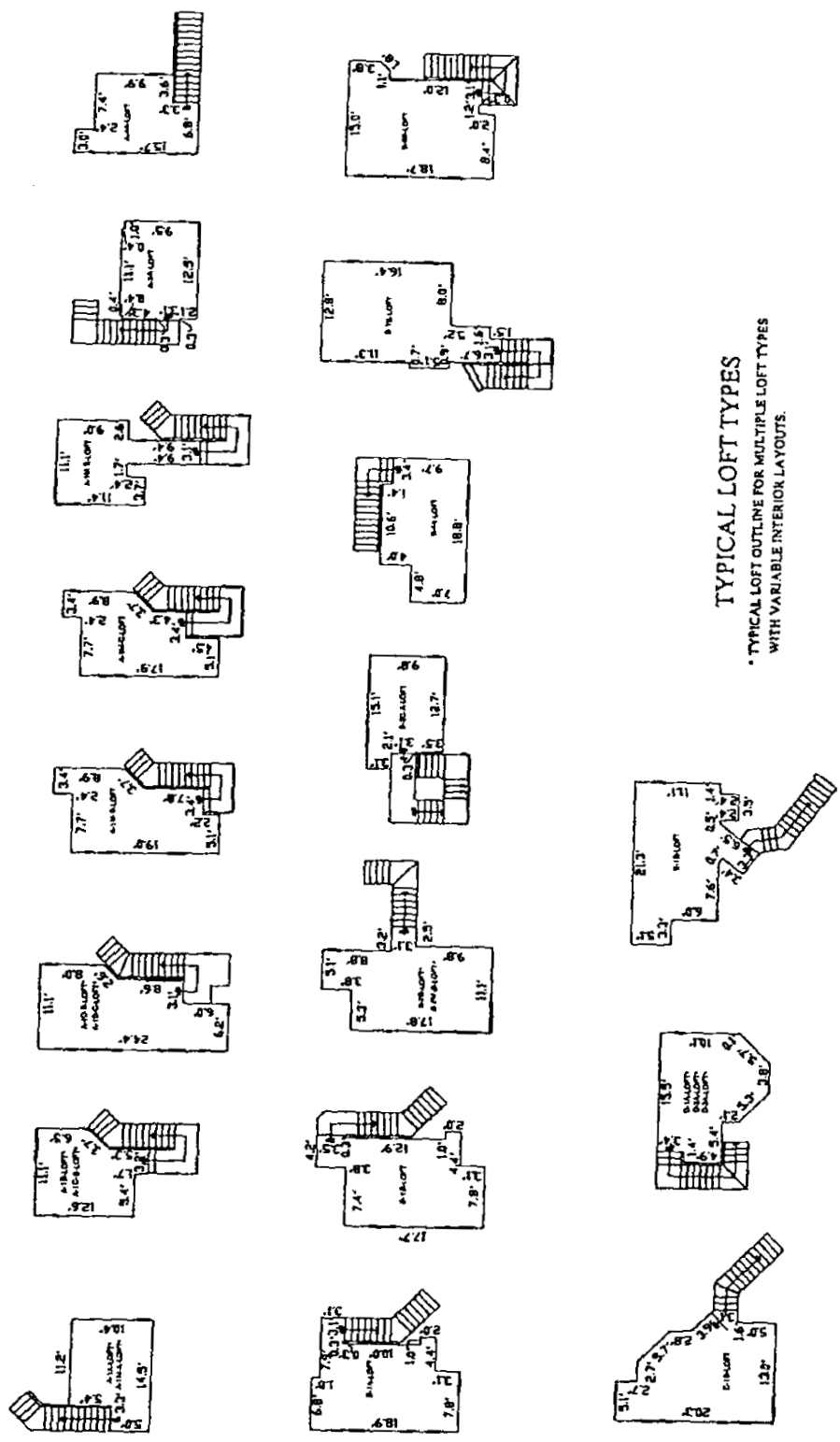
DRAWN UNDER MY HAND THIS _____ DAY OF OCT., 2002

PHILIP A. BLEWINS _____ LS #1364 DATE _____

EXHIBIT E
CONDOMINIUM PLAN
 PHASE I
 MARKET STREET CONDOMINIUM
 MONTER HILL DISTRICT
 FAIRFAX COUNTY, VIRGINIA
 SCALE: 1"=10'
 DATE: OCT. 2002
 URBAN ENGINEERING & ASSOCIATES, INC.
 CIVIL ENGINEER & LANDSCAPE ARCHITECT • LAND SURVEYOR
 713 LITTLE RIVER TURNPIKE
 ANNANDALE, VIRGINIA 22029-1420



TYPICAL LOFT TYPES
 WITH VARIABLE INTERIOR LAYOUTS.

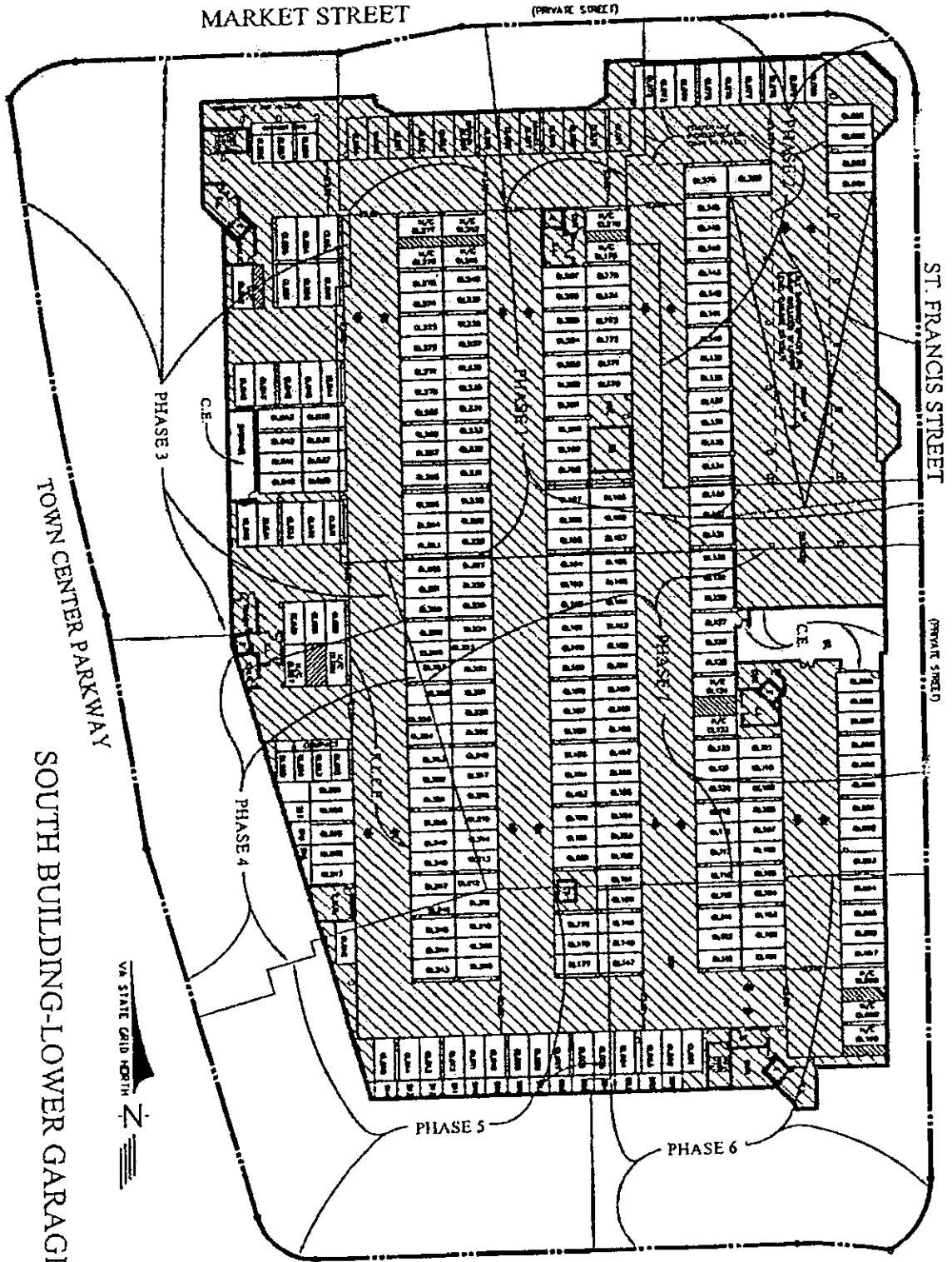


SURVEYOR'S CERTIFICATE

I, PHILIP A. BELZANS, A DULY CERTIFIED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS PLAN IS ACCURATE (WITHIN NORMAL BUILDING TOLERANCES) AND COMPLIES WITH THE PROVISIONS OF SECTION 58-2-29.1(7) OF THE CODE OF VIRGINIA, AS AMENDED, AND THAT THE UNITS SHOWN HEREON ARE NOT YET COMPLETE.

PHILIP A. BELZANS DATE OF OCT., 2002

PHILIP A. BELZANS L.E. #1364 DATE



LEGEND:

| | |
|-----|------------------|
| B-1 | BALCONY TYPES |
| CLD | CLOSET |
| E | ELEVATOR |
| EL | ELEVATOR LOBBY |
| ELR | ELEC./MECH. ROOM |
| ES | EXHAUST SHAFT |
| ME | MECHANICAL ROOM |
| S01 | STORAGE ROOMS |
| ST | STORAGE |
| TR | TRASH ROOM |

SURVEYOR'S CERTIFICATE

I, PHILIP A. BLEWIS, A DULY LICENSED SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS PLAN IS ACCURATE (WITH NORMAL BUILDING TOLERANCES) AND COMPARES WITH THE PROVISIONS OF SECTION 24-213.2 (3) OF THE CODE OF VIRGINIA, AS AMENDED, AND THAT THE UNITS SHOWN HEREON ARE NOT YET COMPLETED.

GIVEN UNDER MY HAND THIS DAY OF OCT., 2002

PHILIP A. BLEWIS U.S. 71344



- NOTES**
1. THE PROPERTIES DEPICTED ON THIS PLAN ARE LOCATED ON ASSESSMENT MAP P-7-3-(10)-20 AND IS ZONED PNC, TOWN CENTER.
 2. OWNER: WESTON APARTMENTS HOLDINGS, L.L.C. DBL 12391 PG. 1233
 3. BLOCK 20, SECTION 91A, WESTON WAS CREATED BY PLAN RECORDED BY DEED BOOK 11636 AT PAGE 193A.
 4. L.C.E. DENOTES LIMITED COMMON ELEMENT.
 5. C.E. DENOTES COMMON ELEMENT.
 6. C.L.C.E. DENOTES COALESCENT LIMITED COMMON ELEMENT.
 7. R.L.C.E. DENOTES RESIDENTIAL LIMITED COMMON ELEMENT.
 8. ELEVATIONS ARE BASED ON U.S.G.S. DATUM (NAVD83).

9. COMMON ELEMENTS SHALL BE THAT PORTION OF THE COMMON ELEMENTS WHICH INCLUDE STRUCTURAL COMPONENTS OF THE BUILDING INCLUDING, BUT NOT LIMITED TO EXTERIOR WALLS WHICH ARE PART OF THE BUILDING, AND THE PARKING STRUCTURE ADJACENT TO THE BUILDING.
10. RESIDENTIAL LIMITED COMMON ELEMENTS SHALL BE THAT PORTION OF THE COMMON ELEMENTS INCLUDING, BUT NOT LIMITED TO STAIRWAYS, ELEVATORS, LOBBIES, HALLWAYS AND OTHER AREAS DENOTED HEREON AND SHOWN HATCHED AS INDICATED.
11. NON-RESIDENTIAL LIMITED COMMON ELEMENTS SHALL BE THAT PORTION OF THE LIMITED COMMON ELEMENTS WHICH INCLUDE BUT ARE NOT LIMITED TO BALCONIES, PATIOS AND TERRACES.
12. ALL GARAGE PARKING SPACES ARE COMMON ELEMENTS WHICH MAY BE ASSIGNED AS LIMITED COMMON ELEMENTS.

EXHIBIT E
CONDOMINIUM PLAN
 PHASE 1
 MARKET STREET CONDOMINIUM
 HUNTER HILL DISTRICT
 FAIRFAX COUNTY, VIRGINIA
 DATE: OCT., 2002
 SCALE: 1"=30'
 URBAN ENGINEERING & ASSOCIATES, INC.
 CIVIL ENGINEERING - SURVEYING - LAND SURVEYING
 7111 LITTLE PINE CHURCH
 ANNANDALE, VIRGINIA 22020 (703) 471-1100

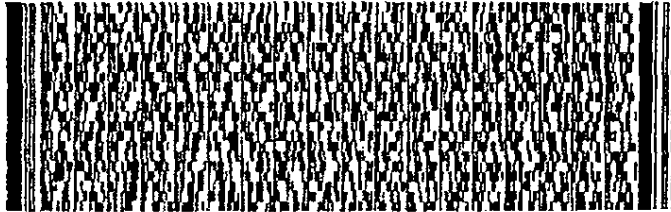
Fairfax County Land Records Cover Sheet

Instrument(s)
DECLARATION CORRECTION

Grantor(s)
RESTON APARTMENTS HOLDINGS, LLC _I_N

Grantee(s)
MARKET STREET AT TOWN CENTER CONDO _I_N

| | | | |
|-----------------|--|------------------|---------------------|
| Consideration | | Consideration % | 100 |
| Tax Exemption | None | Amount Not Taxed | |
| DEM Number | | Tax Map Number | 173-0-0/10/00/0020/ |
| Original Book | | Original Page | |
| Title Company | WALKER TITLE & ESCROW CO INC | Title Case | |
| Property Descr. | MARKET STREET AT TOWN CENTER CONDO, PH 6 | | |
| Certified | NO | Copies | 0 |
| | | Page Range | |



PREPARED BY AND RETURN TO:
WALSH, COLUCCI, LUBELEY, EMRICH & TERPAK, P.C.
2200 Clarendon Blvd., Suite 1300
Arlington, VA 22204

WALKER TITLE
11781 LEE JACKSON MEMORIAL HWY
SUITE 300
FAIRFAX, VIRGINIA 22033 /DLA
TAX MAP NO: PART 1F
0173-10-0020

CORRECTIVE AMENDMENT TO
CONDOMINIUM INSTRUMENTS
MARKET STREET AT TOWN CENTER CONDOMINIUM

THIS CORRECTIVE AMENDMENT TO CONDOMINIUM INSTRUMENTS is made this 28th day of APRIL, 2005, by RESTON APARTMENTS HOLDINGS, LLC, a Delaware limited liability company ("the Declarant");

***** WITNESSETH *****

WHEREAS, by Declaration and its exhibits recorded on October 19, 2004 in Deed Book 16608 at page 1990 et seq. among the land records of Fairfax County, Virginia ("the Condominium Instruments"), the Declarant did subject certain real property in Fairfax County, Virginia, more particularly described in said Condominium Instruments to be MARKET STREET AT TOWN CENTER CONDOMINIUM ("The Condominium"); and

WHEREAS, by Amendment recorded in Deed Book 17128 at page 2166 among the land records of Fairfax County, the Declarant added Phase 6 to the Condominium (the "Amendment"), and

WHEREAS, the Sheet 2 of 9 of Exhibit E attached to the Amendment depicted separated areas within a Storage room which was incorrect and a scrivener's error; and

WHEREAS, Sheet 3 of 9, Sheet 4 of 9, Sheet 5 of 9, and Sheet 6 of 9 depict mechanical rooms which was incorrect and a scrivener's error, and the mechanical rooms are actually limited common element storage rooms; and

WHEREAS, the Declarant wishes to add a paragraph to correct the Bylaws which were recorded as part of the Condominium Instruments.

NOW, THEREFORE, pursuant to the rights reserved by Declarant and in accordance with Title 55, Section 79.71 of the Code of Virginia, 1950 ed. as amended, Declarant does hereby correct and amend as follows:

1. Sheet 2 of 9 of Exhibit E which was attached to the Amendment is deleted and Sheet 2 of 9 of Exhibit E which is attached hereto is inserted.
2. Sheet 3 of 9, Sheet 4 of 9, Sheet 5 of 9, and Sheet 6 of 9 of Exhibit E which was attached to the Amendment is deleted and Sheet 3-6 of 9 of Exhibit E is attached hereto is inserted.
3. To Article XI, Section 1, paragraph (w) is added as follows: "Due to venting requirements, special "high performance" clothes dryers are required in the Units. These dryers must contain a high performance vent blower which accommodates extended dryer runs or an extended venting capacity up to 150 feet. A General Electric model #DLSR483E is an acceptable dryer or an approved equal by another manufacturer. Units conveyed as containing stackable washer/dryers are excluded from this requirement."

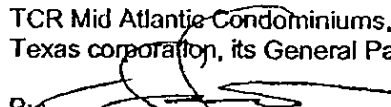
Except as modified by this corrective amendment, all of the terms and provisions of the Condominium Instruments are hereby expressly ratified and confirmed and shall remain in full force and effect and shall be applicable to the Condominium Units and Common Elements created hereby.

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

RESTON APARTMENTS HOLDINGS, LLC, a
Delaware limited liability company

By: TCR Reston Limited Partnership, a
Texas limited partnership, its
Sole Member and Manager

By: TCR Mid Atlantic Condominiums, Inc., a
Texas corporation, its General Partner

By: 
Name: Samuel P. Simons
Title: Vice President

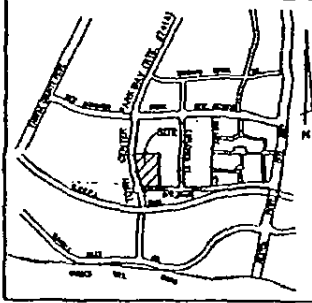
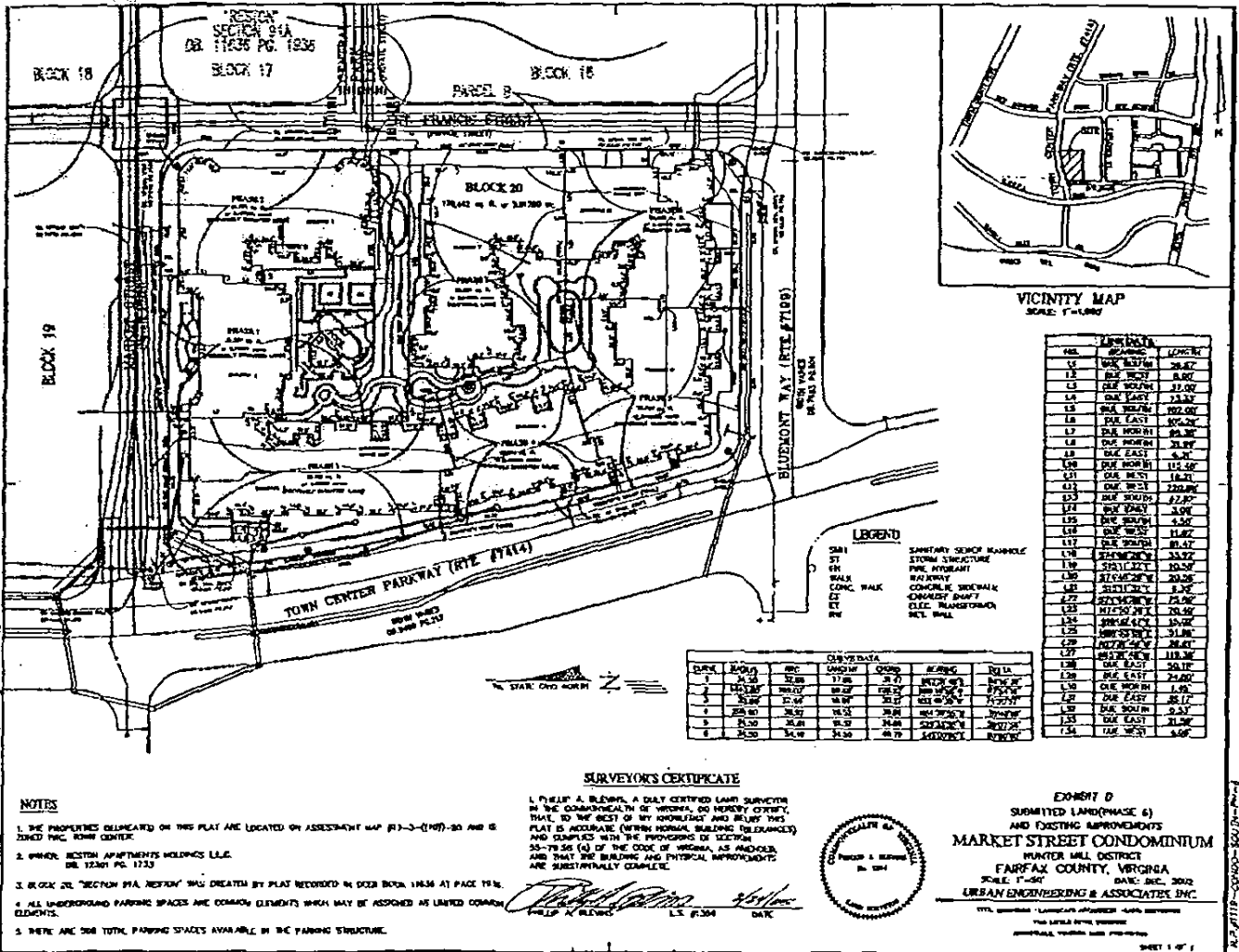
STATE OF VIRGINIA
COUNTY OF FAIRFAX, to-wit:

The foregoing instrument was acknowledged before me this 28th day of APRIL, 2005, by SAMUEL P. SIMONE, VICE PRESIDENT of TCR Mid Atlantic Condominiums, Inc., general partner of TCR Reston Limited Partnership, Sole Member and Manager of Reston Apartments Holdings, LLC, a Delaware limited liability company, on behalf of said limited liability company.

Kimberly S. Swan
Notary Public

My Commission Expires: 1/31/2006

J:\TRAMMELL\96.25 - Market Street\corrective amendment2.doc



VICINITY MAP
SCALE: 1"=100'

| NO. | DESCRIPTION | LENGTH |
|------|-------------|--------|
| 1.0 | CONCRETE | 20.00 |
| 1.1 | CONCRETE | 10.00 |
| 1.2 | CONCRETE | 10.00 |
| 1.3 | CONCRETE | 10.00 |
| 1.4 | CONCRETE | 10.00 |
| 1.5 | CONCRETE | 10.00 |
| 1.6 | CONCRETE | 10.00 |
| 1.7 | CONCRETE | 10.00 |
| 1.8 | CONCRETE | 10.00 |
| 1.9 | CONCRETE | 10.00 |
| 2.0 | CONCRETE | 10.00 |
| 2.1 | CONCRETE | 10.00 |
| 2.2 | CONCRETE | 10.00 |
| 2.3 | CONCRETE | 10.00 |
| 2.4 | CONCRETE | 10.00 |
| 2.5 | CONCRETE | 10.00 |
| 2.6 | CONCRETE | 10.00 |
| 2.7 | CONCRETE | 10.00 |
| 2.8 | CONCRETE | 10.00 |
| 2.9 | CONCRETE | 10.00 |
| 3.0 | CONCRETE | 10.00 |
| 3.1 | CONCRETE | 10.00 |
| 3.2 | CONCRETE | 10.00 |
| 3.3 | CONCRETE | 10.00 |
| 3.4 | CONCRETE | 10.00 |
| 3.5 | CONCRETE | 10.00 |
| 3.6 | CONCRETE | 10.00 |
| 3.7 | CONCRETE | 10.00 |
| 3.8 | CONCRETE | 10.00 |
| 3.9 | CONCRETE | 10.00 |
| 4.0 | CONCRETE | 10.00 |
| 4.1 | CONCRETE | 10.00 |
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| 4.3 | CONCRETE | 10.00 |
| 4.4 | CONCRETE | 10.00 |
| 4.5 | CONCRETE | 10.00 |
| 4.6 | CONCRETE | 10.00 |
| 4.7 | CONCRETE | 10.00 |
| 4.8 | CONCRETE | 10.00 |
| 4.9 | CONCRETE | 10.00 |
| 5.0 | CONCRETE | 10.00 |
| 5.1 | CONCRETE | 10.00 |
| 5.2 | CONCRETE | 10.00 |
| 5.3 | CONCRETE | 10.00 |
| 5.4 | CONCRETE | 10.00 |
| 5.5 | CONCRETE | 10.00 |
| 5.6 | CONCRETE | 10.00 |
| 5.7 | CONCRETE | 10.00 |
| 5.8 | CONCRETE | 10.00 |
| 5.9 | CONCRETE | 10.00 |
| 6.0 | CONCRETE | 10.00 |
| 6.1 | CONCRETE | 10.00 |
| 6.2 | CONCRETE | 10.00 |
| 6.3 | CONCRETE | 10.00 |
| 6.4 | CONCRETE | 10.00 |
| 6.5 | CONCRETE | 10.00 |
| 6.6 | CONCRETE | 10.00 |
| 6.7 | CONCRETE | 10.00 |
| 6.8 | CONCRETE | 10.00 |
| 6.9 | CONCRETE | 10.00 |
| 7.0 | CONCRETE | 10.00 |
| 7.1 | CONCRETE | 10.00 |
| 7.2 | CONCRETE | 10.00 |
| 7.3 | CONCRETE | 10.00 |
| 7.4 | CONCRETE | 10.00 |
| 7.5 | CONCRETE | 10.00 |
| 7.6 | CONCRETE | 10.00 |
| 7.7 | CONCRETE | 10.00 |
| 7.8 | CONCRETE | 10.00 |
| 7.9 | CONCRETE | 10.00 |
| 8.0 | CONCRETE | 10.00 |
| 8.1 | CONCRETE | 10.00 |
| 8.2 | CONCRETE | 10.00 |
| 8.3 | CONCRETE | 10.00 |
| 8.4 | CONCRETE | 10.00 |
| 8.5 | CONCRETE | 10.00 |
| 8.6 | CONCRETE | 10.00 |
| 8.7 | CONCRETE | 10.00 |
| 8.8 | CONCRETE | 10.00 |
| 8.9 | CONCRETE | 10.00 |
| 9.0 | CONCRETE | 10.00 |
| 9.1 | CONCRETE | 10.00 |
| 9.2 | CONCRETE | 10.00 |
| 9.3 | CONCRETE | 10.00 |
| 9.4 | CONCRETE | 10.00 |
| 9.5 | CONCRETE | 10.00 |
| 9.6 | CONCRETE | 10.00 |
| 9.7 | CONCRETE | 10.00 |
| 9.8 | CONCRETE | 10.00 |
| 9.9 | CONCRETE | 10.00 |
| 10.0 | CONCRETE | 10.00 |

LEGEND

SMI SURVEYOR'S SECTOR MARKER
 ST STORM STRUCTURE
 SW SWIRE
 WALK WALKWAY
 CONC. CONC. SIDEWALK
 ELEV. ELEVATION
 ET ET
 R.R. RAILROAD
 P.P. PAVEMENT

| CURB | SEWER | WATER | STORM | UTILITY | OTHER | REMARKS | DATE |
|------|-------|-------|-------|---------|-------|---------|-------|
| 1 | 12.00 | 12.00 | 12.00 | 12.00 | 12.00 | 12.00 | 12.00 |
| 2 | 12.00 | 12.00 | 12.00 | 12.00 | 12.00 | 12.00 | 12.00 |
| 3 | 12.00 | 12.00 | 12.00 | 12.00 | 12.00 | 12.00 | 12.00 |
| 4 | 12.00 | 12.00 | 12.00 | 12.00 | 12.00 | 12.00 | 12.00 |
| 5 | 12.00 | 12.00 | 12.00 | 12.00 | 12.00 | 12.00 | 12.00 |
| 6 | 12.00 | 12.00 | 12.00 | 12.00 | 12.00 | 12.00 | 12.00 |

SURVEYOR'S CERTIFICATE

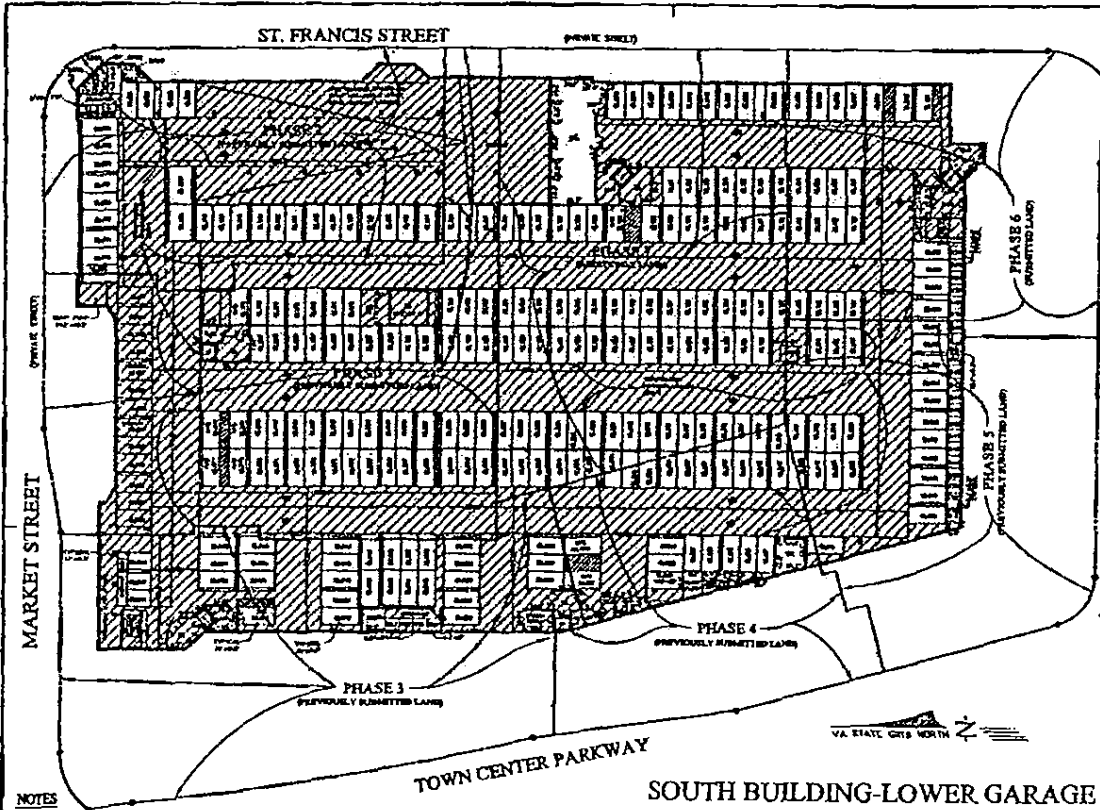
I, PHILIP A. BLEWIS, A DULY CERTIFIED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS PLAN IS ACCURATE (WITHIN NORMAL BUILDING TOLERANCES) AND COMPLIES WITH THE PROVISIONS OF SECTION 55-78.26 (A) OF THE CODE OF VIRGINIA, AS AMENDED, AND THAT THE BUILDING AND PHYSICAL IMPROVEMENTS ARE SUBSTANTIALLY COMPLETE.

Philip A. Blewis
 PHILIP A. BLEWIS L.S. #1204 DATE 12/15/2014



EXHIBIT D
 SUBMITTED LAYOUT (PHASE 6)
 AND EXISTING IMPROVEMENTS
MARKET STREET CONDOMINIUM
 HUNTER HILL DISTRICT
 FAIRFAX COUNTY, VIRGINIA
 SCALE: 1"=40'
 DATE: DEC. 2014
 URBAN ENGINEERING & ASSOCIATES, INC.

- NOTES**
- THE PROPERTIES DELINEATED ON THIS PLAN ARE LOCATED ON ASSESSMENT MAP #13-3-(1107)-80 AND IS ZONED PNC 1500 CENTER.
 - OWNER: WESTON APARTMENTS HOLDINGS LLC, DE. 12301 PG. 1733
 - BLOCK 20 "SECTION 91A, NEFFON" WAS CREATED BY PLAN RECORDED IN DEED BOOK 11634 AT PAGE 1916.
 - ALL UNDERGROUND PARKING SPACES AND COMMON ELEMENTS WHICH MAY BE ASSIGNED AS LIMITED COMMON ELEMENTS.
 - THERE ARE 508 TOTAL PARKING SPACES AVAILABLE IN THE PARKING STRUCTURE.



LEGEND :

| | |
|-----|-------------------|
| B-1 | BALCONY TYPES |
| CLO | CLOSET |
| E | ELEVATOR |
| EL | ELEVATOR LOBBY |
| ENR | ENR. / MECH. ROOM |
| ES | ESHAFT STRAY |
| ME | MECHANICAL ROOM |
| RO1 | STORAGE ROOMS |
| ST | STORAGE |
| TR | TRASH ROOM |

SURVEYOR'S CERTIFICATE

I, PHILIP A. BLATT, A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS PLAN IS ACCURATE (WITHIN NORMAL BUILDING TOLERANCES) AND COMPLIES WITH THE PROVISIONS OF SECTION 58-78.28 (B) OF THE CODE OF VIRGINIA, AS AMENDED, AND THAT THE LOTS WITHIN PHASE 6 ARE SUBSTANTIALLY COMPLETE.

Philip A. Blatt
PHILIP A. BLATT, L.S. 1784



NOTES

1. THE PROPERTIES DELINEATED ON THIS PLAN ARE LOCATED ON ASSESSMENT MAP (17-3-(110)-20 AND IS ZONED PNC, TOWN CENTER.
2. OWNER: BOSTON APARTMENTS HOLDINGS, L.L.C. ON 12/01 PG 12.33
3. BLOCK 20, "SECTION 91A, RESORT" WAS CREATED BY PLAN RECORDED BY DEED BOOK 1128 AT PAGE 1936.
4. L.C.E. DENOTES LIMITED COMMON ELEMENT.
5. C.E. DENOTES COMMON ELEMENT.
6. R.L.C.E. DENOTES RESIDENTIAL LIMITED COMMON ELEMENT.
7. ELEVATIONS ARE BASED ON U.S.C.S. DATUM (NAD 83).
8. COMMON ELEMENTS SHALL BE THAT PORTION OF THE COMMON ELEMENTS WHICH INCLUDE STRUCTURAL COMPONENTS OF THE BUILDING INCLUDING, BUT NOT LIMITED TO EXTERIOR WALLS WHICH ARE PART OF THE BUILDING AND THE PARKING STRUCTURE THAT IS THE PART OF THE BUILDING.

9. RESIDENTIAL LIMITED COMMON ELEMENTS SHALL BE THAT PORTION OF THE COMMON ELEMENTS INCLUDING, BUT NOT LIMITED TO STAIRWAYS, ELEVATORS, LOBBIES, HALLWAYS AND OTHER AREAS DEPICTED HEREON AND SHOWN HATCHED AS INDICATED.
10. INDIVIDUAL RESIDENTIAL LIMITED COMMON ELEMENTS SHALL BE THAT PORTION OF THE LIMITED COMMON ELEMENTS WHICH INCLUDE BUT ARE NOT LIMITED TO BALCONIES, TERRACES AND TERRACES.
11. ALL GARAGE PARKING SPACES ARE COMMON ELEMENTS WHICH MAY BE ASSIGNED AS LIMITED COMMON ELEMENTS.
12. BALCONIES ATTACHED TO RESIDENTIAL UNITS ARE RESIDENTIAL LIMITED COMMON ELEMENTS (R.L.C.E.) APPURTENANT TO THE UNIT TO WHICH THEY ARE ATTACHED.
13. STORAGE ROOMS NOTED ST, SO1, SO2, ETC. AND S-A, S-B, S-C ARE COMMON ELEMENTS WHICH MAY BE ASSIGNED AS RESIDENTIAL LIMITED COMMON ELEMENTS.

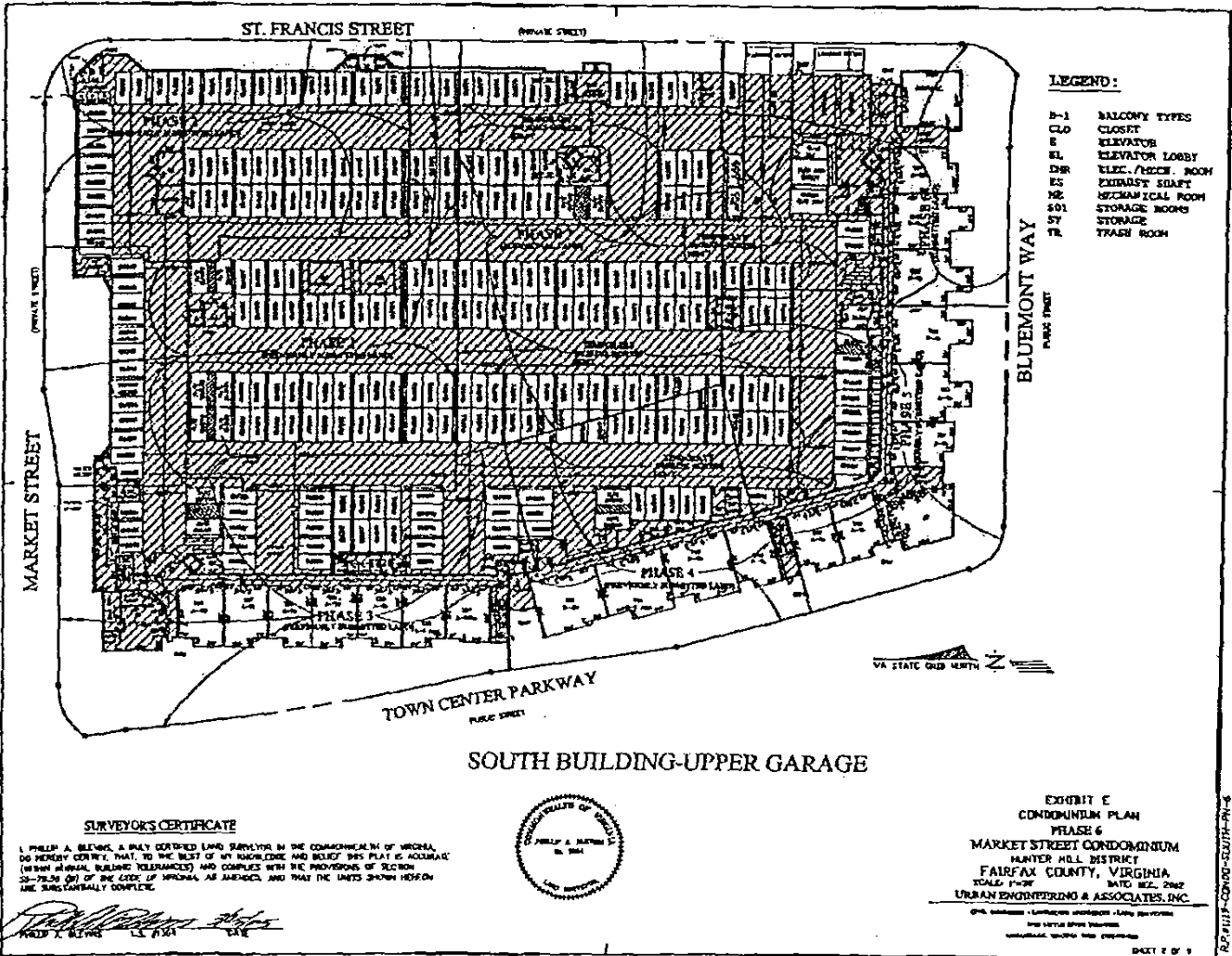
SOUTH BUILDING-LOWER GARAGE

EXHIBIT E
CONDOMINIUM PLAN
PHASE 6
MARKET STREET CONDOMINIUM
HUNTER HILL DISTRICT
FAIRFAX COUNTY, VIRGINIA
SCALE: 1"=0'
URBAN ENGINEERING & ASSOCIATES, INC.

10111 BRIMLEY LANE, SUITE 100, FARMERSVILLE, VA 22434
TEL: 540-338-7800
FAX: 540-338-7801
WWW.URBANENGINEERING.COM

1/10

AP-24115-COVID-19-SOUTH-PLAN-6



- LEGEND:**
- B-1 BALCONY TYPES
 - C CLOSET
 - E ELEVATOR
 - EL ELEVATOR LOBBY
 - ER ELEC. RECESS ROOM
 - ES ENTRY SHAFT
 - ME MECHANICAL ROOM
 - S STORAGE ROOMS
 - TR TRASH ROOM

SOUTH BUILDING-UPPER GARAGE

SURVEYOR'S CERTIFICATE

I, PHILIP A. BLEWIS, A FULLY CERTIFIED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS PLAN IS ACCURATE (WITHIN AN EQUAL BUILDING TOLERANCE) AND COMPLIES WITH THE PROVISIONS OF SECTION 20-75.56 (B) OF THE CODE OF VIRGINIA, AS AMENDED, AND THAT THE UNITS SHOWN HEREON ARE SUBSTANTIALLY COMPLETE.

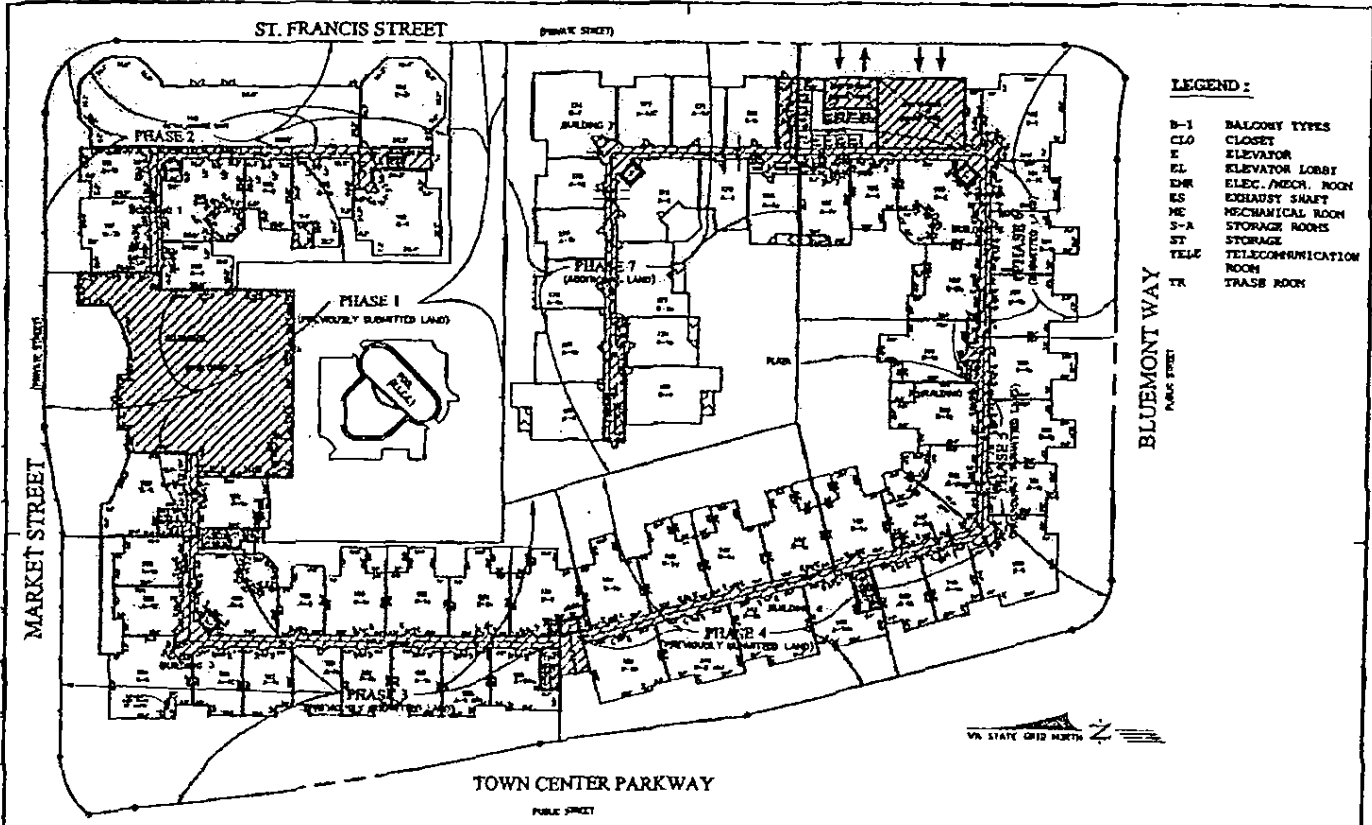


Philip A. Blewis
 PHILIP A. BLEWIS L.S. #10144 C.S.E.

EXHIBIT E
 CONDOMINIUM PLAN
 PHASE 6
 MARKET STREET CONDOMINIUM
 HUNTER HILL DISTRICT
 FAIRFAX COUNTY, VIRGINIA
 SCALE: 1/8" = 1'-0"
 DATE: 02.20.2007
 URBAN ENGINEERING & ASSOCIATES, INC.

DATE: 02.20.2007
 SHEET 2 OF 3

P:\2007\CONDO-SOUTH-PA6



LEGEND:

| | |
|------|------------------------|
| B-1 | BALCONY TYPES |
| CLO | CLOSET |
| E | ELEVATOR |
| EL | ELEVATOR LOBBY |
| EMR | ELEC./MECH. ROOM |
| ES | EXHAUST SHAFT |
| ME | MECHANICAL ROOM |
| S-A | STORAGE ROOMS |
| ST | STORAGE |
| TELE | TELECOMMUNICATION ROOM |
| TR | TRASH ROOM |

SOUTH BUILDING-FIRST FLOOR

SURVEYOR'S CERTIFICATE

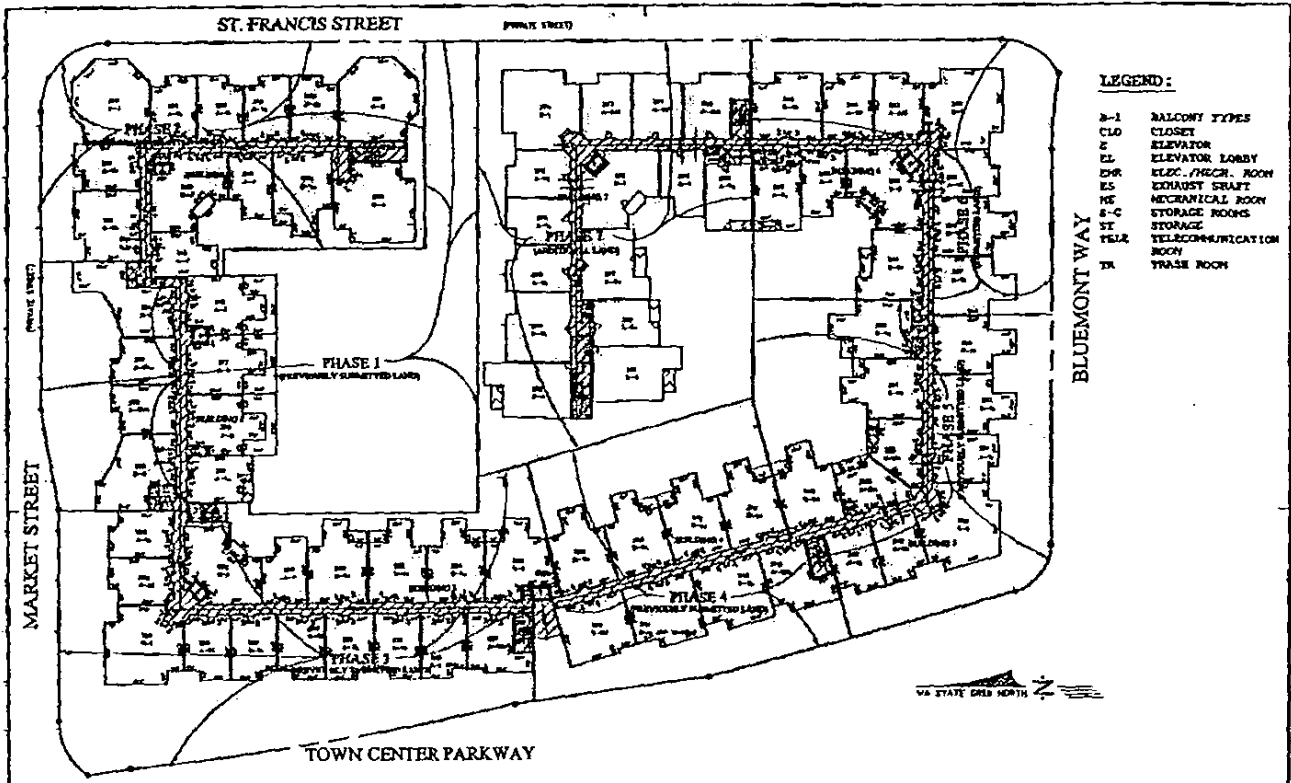
I, PHILIP A. BUEWIS, A DAILY CERTIFIED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS PLAN IS ACCURATE (WITHIN NORMAL BUILDING TOLERANCES) AND COMPLIES WITH THE PROVISIONS OF SECTION 55-78.56 (B) OF THE CODE OF VIRGINIA, AS AMENDED, AND THAT THE UNITS SHOWN HEREON ARE SUBSTANTIALLY COMPLETE.

Philip A. Buewis
 PHILIP A. BUEWIS
 U.S. SURVEYOR
 DATE: 4/20/16



EXHIBIT E
 CONDOMINIUM PLAN
 PHASE 6
 MARKET STREET CONDOMINIUM
 HUNTER HILL DISTRICT
 FAIRFAX COUNTY, VIRGINIA
 SCALE: 1"=30'
 URBAN ENGINEERING & ASSOCIATES, INC.
 8440 N.C. 8802
 CITY OF FARMERS - LANDMARK PROJECTS - PLANS REVIEWED
 THE ABOVE DATE REVIEWED
 APPROVED, THESE ARE CORRECTED

FAIRFAX COUNTY - SOUTH - PH-6



/// Hatched removal, UNITS CORRECT ELEVATED

SOUTH BUILDING-SECOND FLOOR

SURVEYOR'S CERTIFICATE

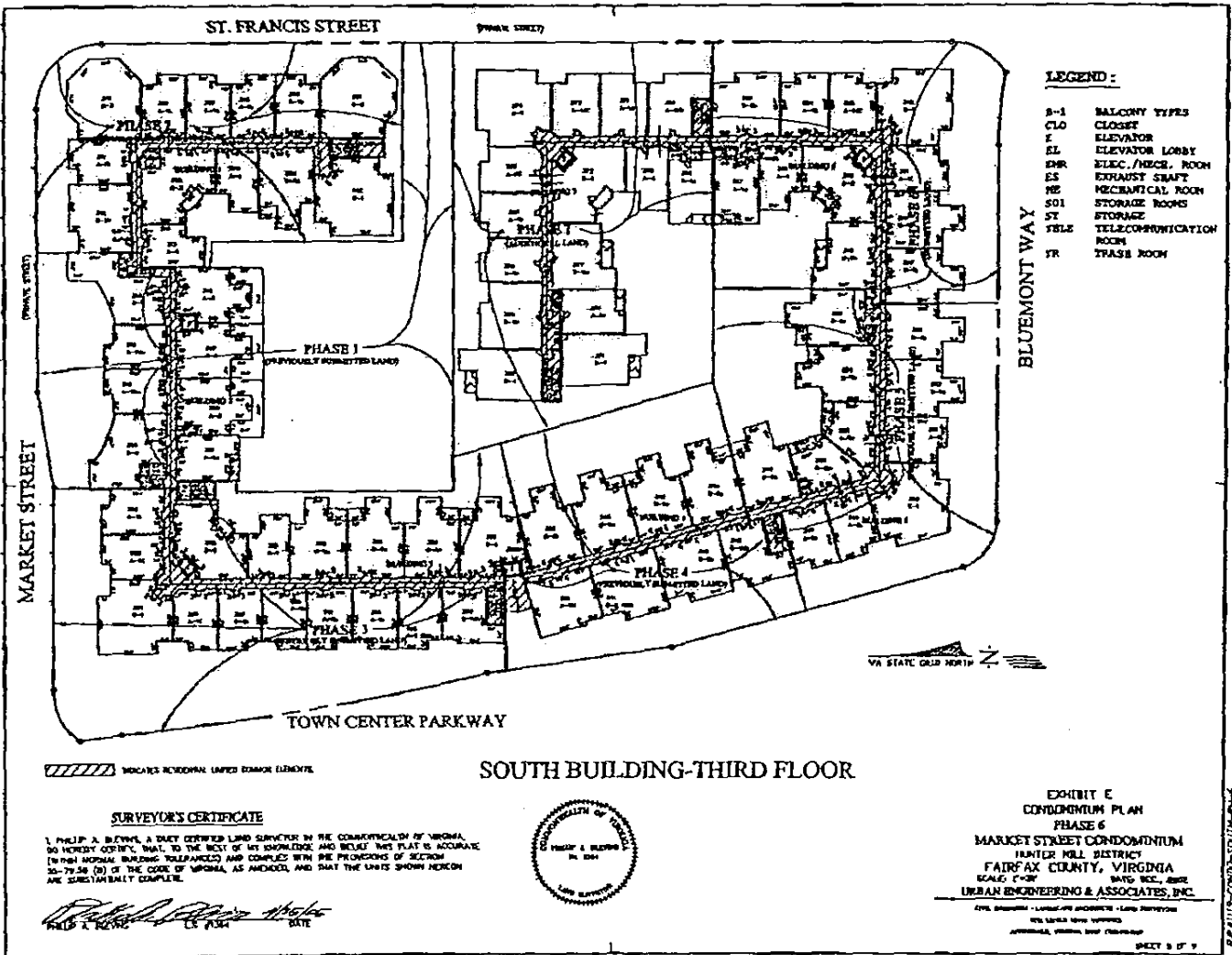
I, PHILIP A. BLUM, A DAY CERTIFIED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS PLAN IS ACCURATE (WITHIN NORMAL BUILDING TOLERANCES) AND COMPLIES WITH THE PROVISIONS OF SECTION 55-78.26 (B) OF THE CODE OF VIRGINIA, AS AMENDED, AND THAT THE UNITS SHOWN HEREON ARE SUBSTANTIALLY COMPLETE.

Philip A. Blum
 PHILIP A. BLUM L.S. 7134 DATE



EXHIBIT C
 CONDOMINIUM PLAN
 PHASE 6
 MARKET STREET CONDOMINIUM
 HUNTER HILL DISTRICT
 FAIRFAX COUNTY, VIRGINIA
 SCALE 1/8" = 1'-0"
 URBAN ENGINEERING & ASSOCIATES, INC.
 2700 BRIDGESIDE LANE, SUITE 200
 FARMERS BURKE, VIRGINIA 22031
 800-441-9999

R23117-COM-320709-01



LEGEND :

- B-1 BALCONY TYPES
- CLO CLOSET
- ELEV ELEVATOR
- ELLY ELEVATOR LOBBY
- ELR ELEC./RECEL. ROOM
- ESR EXHAUST SHAFT
- MECR MECHANICAL ROOM
- SDI STORAGE ROOMS
- STR STORAGE ROOM
- TRC TELECOMMUNICATION ROOM
- TRR TRASH ROOM

BLUEMONT WAY



SOUTH BUILDING-THIRD FLOOR

INDICATES RECONSTRUCTION OF EXISTING ELEMENTS

SURVEYOR'S CERTIFICATE

I, PHILIP A. BROWN, A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY, THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS PLAN IS ACCURATE (WITHIN NORMAL BUILDING TOLERANCES) AND COMPLIED WITH THE PROVISIONS OF SECTION 50-79.50 (B) OF THE CODE OF VIRGINIA, AS AMENDED, AND THAT THE LOTS SHOWN HEREON ARE SUBSTANTIALLY COMPLETE.

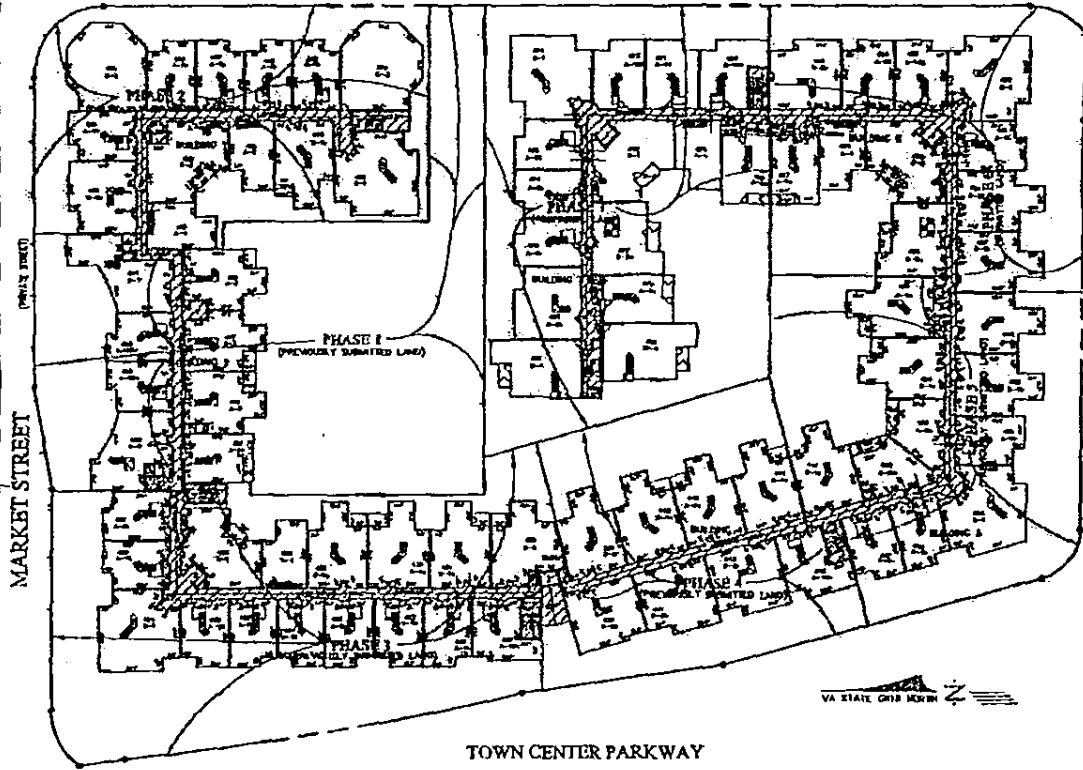
Philip A. Brown
 PHILIP A. BROWN
 LAND SURVEYOR



EXHIBIT E
CONDOMINIUM PLAN
PHASE 6
MARKET STREET CONDOMINIUM
 HUNTER HILL DISTRICT
 FAIRFAX COUNTY, VIRGINIA
 SCALE: 1"=20'
URBAN ENGINEERING & ASSOCIATES, INC.
 CIVIL ENGINEER - LICENSED PROFESSIONAL LAND SURVEYOR
 1015 SOUTH MAIN STREET
 FARMERSVILLE, VIRGINIA 22434

RP-21115-COND-03-0717-01-04

ST. FRANCIS STREET (PHASE 1) (PREVIOUSLY SUBMITTED)



LEGEND:

- B-1 BALCONY TYPES
- CLO CLOSET
- ELEV ELEVATOR LOBBY
- ELEC./MECH. ROOM
- EXHAUST SRAFT
- MECHANICAL ROOM
- STORAGE ROOMS
- STORAGE
- TELECOMMUNICATION ROOM
- TRASH ROOM

BLUEMONT WAY

TOWN CENTER PARKWAY

////// INDICATES RESIDENTIAL LIMITED COMMON ELEMENTS

SURVEYOR'S CERTIFICATE

I, PHILIP A. REYNOLDS, A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS PLAN IS ACCURATE (WITHIN NORMAL BUILDING TOLERANCES) AND COMPLIES WITH THE PROVISIONS OF SECTION 54-70.58 (B) OF THE CODE OF VIRGINIA, AS AMENDED, AND THAT THE LIMITS SHOWN HEREON ARE SUBSTANTIALLY COMPLETE.

Philip A. Reynolds
 PHILIP A. REYNOLDS L.S. 1034 DATE

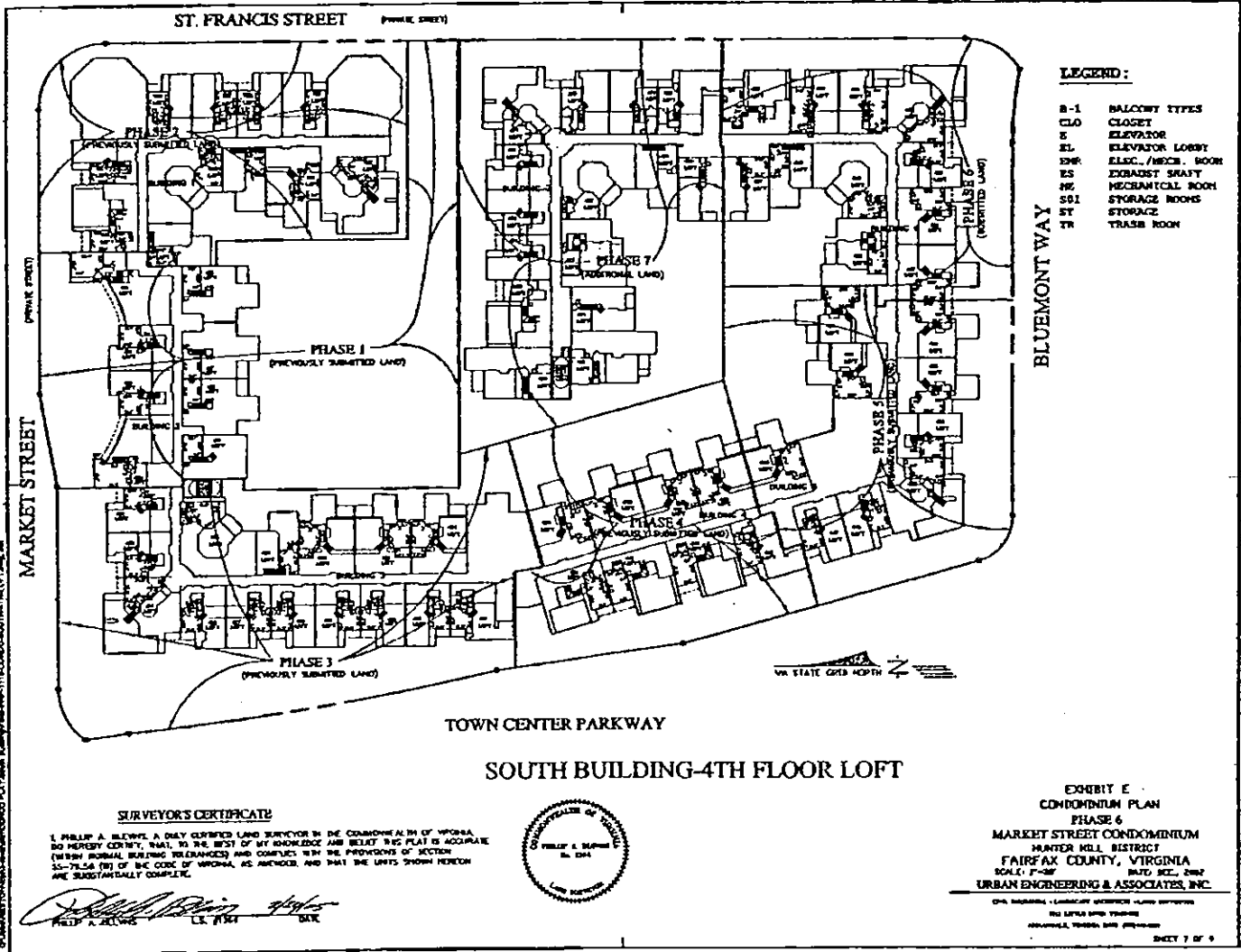


SOUTH BUILDING-FOURTH FLOOR

EXHIBIT E
 CONDOMINIUM PLAN
 PHASE 6
 MARKET STREET CONDOMINIUM
 HUNTER HILL DISTRICT
 FAIRFAX COUNTY, VIRGINIA
 SCALE: 1"=30'
 DATE: DEC. 1986
 URBAN ENGINEERING & ASSOCIATES, INC.

DATE: 12/15/86 11:00 AM
 1100 SULLY ROAD, SUITE 100
 FALLS CHURCH, VIRGINIA 22044

82-1111-0000-SOUTH-4-4



LEGEND:

| | |
|-----|------------------|
| B-1 | BALCONY TYPES |
| CLD | CLACET |
| E | ELEVATOR |
| EL | ELEVATOR LOBBY |
| ENR | ELEC./MECH. ROOM |
| ES | EXHAUST SHAFT |
| MR | MECHANICAL ROOM |
| SR | STORAGE ROOMS |
| ST | STORAGE |
| TR | TRASH ROOM |

SURVEYOR'S CERTIFICATE

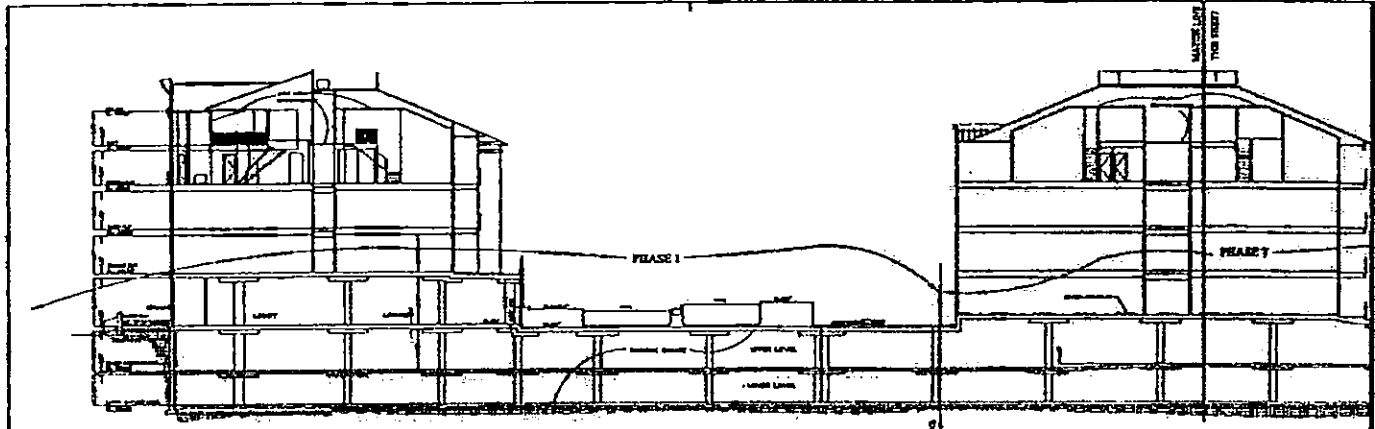
I, PHILIP A. REYNOLDS, A DULY LICENSED LAND SURVEYOR BY THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS PLAN IS ACCURATE (WITH NORMAL SURVEYING TOLERANCES) AND CONFORMS WITH THE PROVISIONS OF SECTION 35-78.5A (B) OF THE CODE OF VIRGINIA, AS AMENDED, AND THAT THE LOTS SHOWN HEREON ARE SUBSTANTIALLY COMPLETE.



Philip A. Reynolds
 PHILIP A. REYNOLDS L.S. 7/3/21 DWR

EXHIBIT E
 CONDOMINIUM PLAN
 PHASE 6
 MARKET STREET CONDOMINIUM
 HUNTER HILL DISTRICT
 FAIRFAX COUNTY, VIRGINIA
 SCALE: 1" = 8'-0"
 URBAN ENGINEERING & ASSOCIATES, INC.

DATE: 07/31/2021
 DRAWN BY: DWR
 CHECKED BY: DWR
 SHEET 7 OF 9

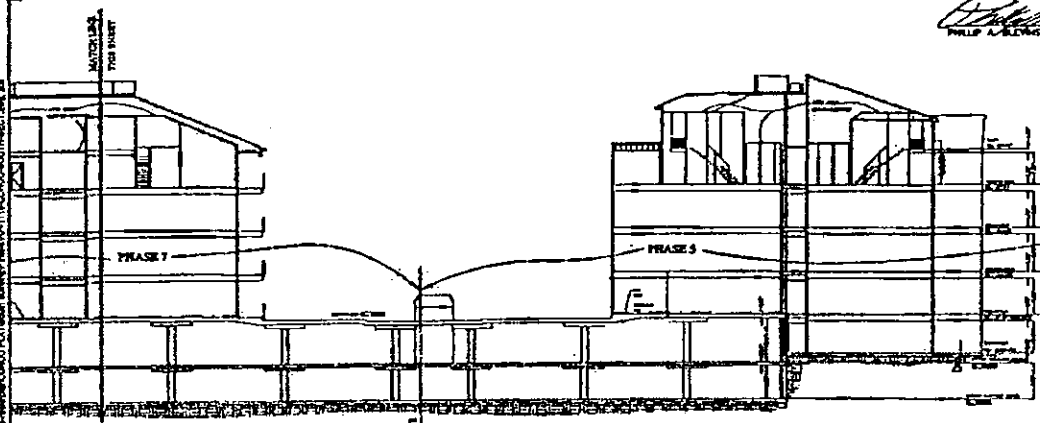


A SOUTH BUILDING SECTION

SURVEYOR'S CERTIFICATE

I, PHILIP A. BLEWIS, A QUALIFIED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY, THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS PLAN IS ACCURATE (WITHIN NORMAL BUILDING TOLERANCES) AND COMPLEY WITH THE PROVISIONS OF SECTION 86-71.5B (B) OF THE CODE OF VIRGINIA, AS AMENDED, AND THAT THE UNITS SHOWN HEREON ARE SUBSTANTIALLY COMPLETE.

Philip A. Blewis
 PHILIP A. BLEWIS, L.S. #1344, S.W.



A SOUTH BUILDING SECTION

NOTES:

1. ALL DIMENSIONS AND ELEVATIONS ARE BASED ON ARCHITECTURAL PLANS, UNLESS NOTED AS _____
2. _____ INDICATES AS-BUILT NOTES.

EXHIBIT E
 CONDOMINIUM PLAN
 PHASE 6
 MARKET STREET CONDOMINIUM
 HUNTER HILL DISTRICT
 FAIRFAX COUNTY, VIRGINIA
 SCALE: 1/4" = 1'-0"
 URBAN ENGINEERING & ASSOCIATES, INC.

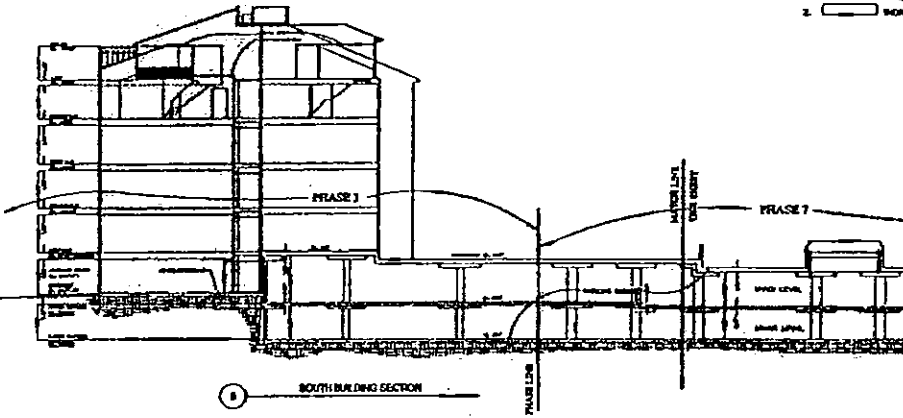
DATE: 08/15/2014
 BY: JAMES R. HARRIS
 APPROVED: THOMAS J. HARRIS

SUBMITTED TO: 11200 MARKET STREET, #11200, FARMERS BRANCH, VA 22434

P:\17230\1341\17230-1341-06-01.dwg

NOTES:

1. ALL DIMENSIONS AND ELEVATIONS ARE BASED ON ARCHITECTURAL PLANS, UNLESS NOTED AS []
2. [] INDICATES AS-BUILT NOTES.



SURVEYOR'S CERTIFICATE

I, PHILIP A. BEVINS, A DAILY CERTIFIED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS PLAN IS ACCURATE (WITHIN NORMAL BUILDING TOLERANCES) AND COMPLIES WITH THE PROVISIONS OF SECTION 56-78.55 (B) OF THE CODE OF VIRGINIA, AS AMENDED, AND THAT THE UNITS SHOWN HEREON ARE SUBSTANTIALLY COMPLETE.

Philip A. Bevins
 PHILIP A. BEVINS L.S. #1524 DATE

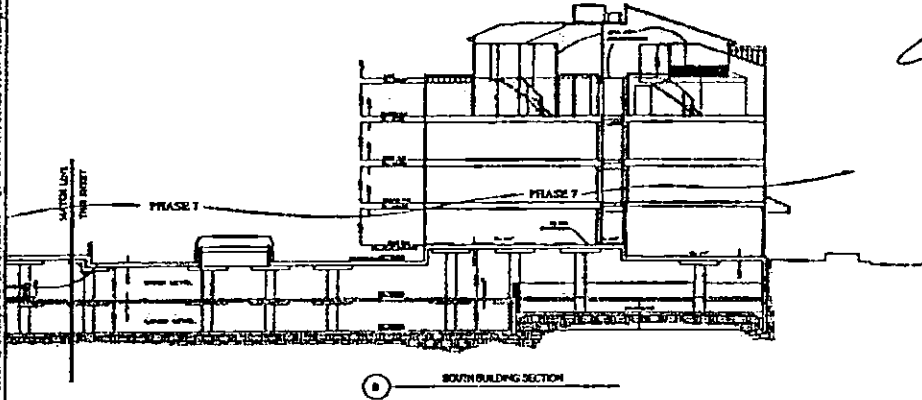


EXHIBIT E
CONDOMINIUM PLAN
PHASE 6
MARKET STREET CONDOMINIUM
 HUNTER MILL DISTRICT
 FAIRFAX COUNTY, VIRGINIA
 SCALE: 1"=4'-0"
 URBAN ENGINEERING & ASSOCIATES, INC.

CONDOMINIUM DEVELOPMENT AGREEMENT - LEASE AGREEMENT
 THE LATTER BEING INCORPORATED BY REFERENCE
 ATTACHED & FORMED PART HEREOF

D:\PROJECTS\1720\1720-1342\1720-1342.dwg

1720-1342-0000-1111

**Market Street at Town Center Condominium
Policy Resolution No. 01-06**

**Procedures Relating to Due Process and for Enforcement of Remedies
Relating to Violations**

WHEREAS, Article XVIII of the Declaration for the Unit Owners Association of Market Street at Town Center Condominium ("Association") provides that the Association's Bylaws are to provide for the self-government of the Association;

WHEREAS, Article III, Section 2 of the Bylaws gives the Board the power to adopt such rules and regulations as deemed necessary for the benefit and enjoyment of the Association;

WHEREAS, Article X, Section 1 of the Bylaws and Section 55-79.53 of the Condominium Act ("Act") require that each Unit Owner and his or her family members, tenants, guests, and other invitees comply with all of the terms of the Declaration, Bylaws, and rules and regulations of the Association as amended;

WHEREAS, Article X, Section of the Bylaws and Section 55-79.80:2 of the Act provide that certain procedures must be followed before charges for violations to the Association's Instruments and/or the Act may be assessed;

WHEREAS, it is the intent of the Board to adopt by Resolution the authority to assess for violations of the Association's Instruments and/or the Act; and

WHEREAS, the Board believes that the following enforcement procedure will result in greater community awareness of reasonable conduct that all Unit Owners have the right to expect from each other and it is the intent of the Board to enforce the Association's Instruments for the benefit and protection of the Association's Unit Owners and residents by establishing procedures which ensure due process and consistency of enforcement.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the Board by the Act, the Association's Instruments, and this Resolution is adopting the ability to assess fines for any violation of the Act, the Association's Instruments, or duly adopted rules or regulations and are hereby further empowered to assess such fines pursuant to Section 55-79.80:2 of the Act which will be assessed only after the following procedures have been followed:

I. Complaint/Discovery

A. Alleged violations of the Act, Declaration, Bylaws, or rules and regulations shall be made by written complaint by either a Unit Owner or Association Property Manager to the Board.

B. Upon review of the complaint, the Board, or its duly appointed agent, shall determine whether it appears that there has been a violation.

C. If a violation is found, the Board shall direct that appropriate action be taken, including but not limited to: (a) referring the matter to counsel; (b) referring the matter to local authorities; and/or (c) directing that a demand letter be sent to the Unit Owner in violation.

II. Demand

A. If the initial review shows that a violation has occurred, a written demand letter shall be sent by first class mail or hand delivery to the Unit Owner at the address which the Unit Owner has provided or at the Unit address if no other address has been provided. A copy may be sent to the tenant if there is a tenant.

B. If the violator is not a Unit Owner, the Unit Owner will be provided with copies of all correspondence pertaining to the violation and any ensuing penalties and hearings. The Unit Owner is ultimately responsible for all fines and the removal of all violations.

C. In the letter, the Board will notify the alleged violator to cease and desist from the violation. This notification shall state: (a) the nature of the alleged violation; (b) the action to be taken by the Unit Owner to abate the violation; and (c) notification that the violation must be abated within the grace period of ten (10) days from the date of the correspondence, provided, however, when the violation may constitute a health, safety, or fire hazard, the grace period may be reduced to twenty-four (24) hours. The grace period for abatement may be adjusted by the Board as circumstances require. If the violation is of a nature that it cannot be abated, the letter may state, in the Board's discretion, that charges will be assessed either for this violation or for future similar violations.

D. If a violation is abated within the grace period, but the same or similar violation is repeated within twelve (12) months of the first demand letter, the violation charge assessment process will begin without a grace period.

E. The demand letter shall state that the alleged violator may request in writing a hearing before the Board to avoid assessment of charges. The letter shall also state that if no hearing is requested, rules violation charges of \$50 per violation or \$10 per day for violations of a continuing nature may be assessed beginning on the day after the expiration of the grace period if the violation is not remedied. The demand letter may be combined with notice of hearing if the violation is of a serious nature or if previous notices of violation have been sent to the owner.

F. These charges will be assessed against the Unit Owner for violations for which the Unit Owner, his or her household members, tenants, guests, or other invitees are responsible. The charge will be assessed against the Unit Owner regardless of whether the offender is the Unit Owner, a household member, a tenant, a guest, or other

invitee. The payment of a violation charge assessment does not relieve the Unit Owner of the obligation of correcting the violation.

III. Notice of Hearing

A. In the event that a violation is not abated as required by Section II, *supra*, and the Unit Owner requests a hearing or if the Board determines a hearing is necessary, a notice of hearing shall be sent. Notice of a hearing shall be hand delivered or mailed by registered or certified United States mail, return receipt requested, at least fourteen (14) days in advance thereof, or within such other time as may be required by the Act, to the Unit Owner at the address which the Unit Owner is required to provide to the Association. Service by mailing shall be deemed effective two (2) days after the notice has been mailed in a regular depository of the United States mail. The demand letter referenced in Section II may be combined with the notice of hearing.

B. The notice of hearing shall specify: (a) the time, date, and place of the hearing; (b) that the affected Unit Owner, tenant, or resident shall be given an opportunity to be heard and to be represented by counsel by the Board; (c) the alleged violation, citing pertinent provisions of the Association's Instruments or rules; and (d) that charges for violation of the Association's Instruments and rules may include an assessment of up to fifty dollars (\$50) for a single offense or ten dollars (\$10) per day for any offense of a continuing nature or such greater amounts as may be authorized by the Act. Provided, however, that charges for an offense of a continuing nature shall not be assessed for a period exceeding ninety days or the maximum period allowed by the Act.

IV. Hearing

A. The hearing shall be scheduled at a reasonable and convenient time and place within the Board's discretion. The Board, within its discretion, may grant a continuance. If the Unit Owner for which the hearing is scheduled requests a continuance to a different time or date, no further notice shall be required.

B. The hearing shall be conducted in private in executive session of a Board Meeting unless the alleged violator requests that the hearing be open to Unit Owners and residents and further provided that the chair of the hearing body may impose a reasonable limit on the number of such persons who can be accommodated in the hearing room. During the course of any hearing held, the Board, within its discretion, may afford those residents involved with the dispute or violation an opportunity to be heard within reasonable time limits.

C. The hearing need not be conducted according to technical rules of evidence applied in a court of law. The hearing shall provide the alleged violator to be heard and to be represented by counsel.

D. The Property Manager, Unit Owner, tenant, any person lodging a complaint, and members of the hearing panel shall have the right to (a) call, examine, and

cross-examine witnesses; (b) introduce testimony and evidence; and (c) rebut testimony and evidence, all within reasonable time limits imposed by the Board of Directors.

E. After proper notice has been given, if the Unit Owner fails to appear at the hearing or if no hearing is requested, the hearing or meeting may continue as scheduled and the Board may assess charges from the final compliance date of the letter or take such other action as may be authorized by the Association's Instruments or by law.

F. If the alleged violator acknowledges responsibility for the violation charged, or does not wish to contest the alleged charge, the Board may, in its discretion, dispense with a hearing.

G. Within seven (7) days of the hearing, the Board shall notify the alleged violator of its decision, the assessment of any charges, and the date which those assessments shall accrue from and be due, which shall not be earlier than the date given in the demand letter by which the violation must cease.

V. Records

The Board or the Property Manager shall keep copies of all correspondence relative to rules violations in the Unit Owner's file or in a separate file on rules violations. Minutes of each hearing or meeting and a record of the results of the hearing or meeting shall be kept in the appropriate Association files.

VI. Assessment of Charges

Pursuant to Section 55-79.80:2 of the Act, any charges assessed for violation of rules after notice and hearing shall be in amounts authorized by the Act (even if different than those stated herein) and shall be treated as an assessment against such Unit Owner's Unit for the purpose of Section 55-79.84 of the Act regarding liens. Such amounts shall be the personal obligation of the owner.

VII. Other Remedies

This Resolution shall not be deemed to require a hearing prior to assessment of rules violation charges if a hearing is not requested or to prevent the Association from exercising any other remedies authorized or available under the Act, the Association's Instruments, or by law, and shall not constitute an election of remedies.

This Resolution shall become effective on April 1, 2006.

Market Street at Town Center Condominium
Resolution Action Record

Resolution Type: Policy No. 01-06

Pertaining to: Due Process

Duly adopted at a meeting of the Board of Directors held March 21, 2006.

Motion by: Mike Rifkin Seconded by: Chadi Farhat

VOTE:

| | YES | NO | ABSTAIN | ABSENT |
|--------------------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|
| <u>[Signature]</u> Director | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <u>[Signature]</u> Director | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <u>[Signature]</u> Director | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <u>[Signature]</u> Director | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____ Director | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

ATTEST:

Secretary: [Signature] Date: 3/21/06, 2006

Resolution effective _____, 2006.

**Market Street at Town Center Condominium
Policy Resolution No. 02-06**

**Procedures Relating to Collection of Assessments and Charges and Suspension of
Rights to Facilities and Services**

WHEREAS, Article VI, Section 2 of the Bylaws for the Unit Owners Association of Market Street at Town Center Condominium ("Association") creates an assessment obligation for Unit Owners of the Association;

WHEREAS, Article III, Section 2(b) empowers the Association's Board of Directors ("Board") to make and enforce assessments against Unit Owners to defray the Common Expenses of the Association and to establish the means and methods of collecting assessments from Unit Owners;

WHEREAS, Section 55-79.84 of the Condominium Act ("Act") and Article VI, Section 2 of the Bylaws provide that unpaid assessments are to be a continuing lien upon the property on which the assessments are made;

WHEREAS, Article X, Section 1(f) of the Bylaws provides that the Board has the right to accelerate payment of assessments;

WHEREAS, Article X, Section 1(g) of the Bylaws provides that a late charge of not less than ten dollars (\$10) per month or such other amounts as shall be fixed by the Board shall be added to any assessment or installment thereof not paid within fifteen (15) days after the due date thereof;

WHEREAS, Article X, Section 1(a) of the Bylaws provides that a Unit Owner's failure to comply with the Association's Instruments shall be grounds for relief which may include, without limitation to, an action to recover any sums due for money damages, injunctive relief, and foreclosure of the lien for payment of all assessments;

WHEREAS, Article X, Section 1(c) of the Bylaws provides that in any proceeding arising out of any alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees;

WHEREAS, Article X, Section 1(e) of the Bylaws provides that in the event of a default by any Unit Owner in paying any sum assessed against the Condominium Unit other than for Common Expenses which continues for a period in excess of fifteen (15) days, interest at a rate of up to eighteen percent (18%) per annum may be imposed in the discretion of the Board on the principal amount unpaid from the date due until paid;

WHEREAS, Section 55-79.80:2 of the Act and Article X, Section 1(i) of the Bylaws empower the Board to suspend the use by a Unit Owner or his or her tenant of any Common Elements when assessments are more than sixty (60) days past due so long

as the Unit Owner is given the opportunity to be heard and represented by counsel before the Board;

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

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the Board by the Act, the Association's Instruments, and this Resolution, duly adopts the following assessment collection procedures:

I. Routine Collections

A. The Association will allow annual assessments to be paid in twelve (12) equal monthly installments which will be collected on a monthly basis and shall be due and payable on the first day of the applicable month. All special assessments, unless otherwise provided for by the Board in a separate resolution, shall be due and payable on the first day of the next month after delivery to the Unit Owner of the written notice of special assessment provided that more than ten (10) days notice is provided.

B. All documents, correspondence, and notices relating to assessments or charges shall be mailed to the address which appears on the books of the Association or to such other address as is designated in writing by a Unit Owner to the Association.

C. Non-receipt of an invoice shall in no way relieve the Unit Owner of the obligation to pay the amount due by the due date.

II. Remedies for Nonpayment of Assessment

A. Acceleration. If any two (2) consecutive assessments are not paid in a timely manner, the entire balance of assessments due on the account of such Unit for the entire fiscal year shall be due and payable in full.

B. Late Fee. If payment of the total assessments, or of any installment thereof, or charges due, including special assessments and returned check charges, are not received by the Property Manager by the fifteenth (15th) day of the month, the account shall be deemed late and a late fee of thirty-five dollars (\$35) shall be added to the amount due and shall be a part of the continuing lien for assessments, as provided for in the Bylaws and the Act, until all sums due and owing shall have been paid in full.

C. Returned Checks. If a check is returned and an assessment, or any installment thereof, or charge due and owing is not otherwise received in the applicable time period, as provided in paragraph I.A. above, the account shall be deemed late and a late charge shall be added, in addition to a returned check charge of twenty-five dollars (\$25) or the maximum amount permitted by law.

D. Late Notice. A "Late Notice" shall be sent by the Property Manager to Unit Owners who have not paid assessments or charges, in full, by the fifteenth (15th) day after the due date. The Late Notice shall warn the Unit Owner that the account may be sent to legal counsel for legal proceedings. The Late Notice shall warn that if the overdue assessments become more than sixty (60) days in arrears, the rights of the Unit Owner, his or her residents, tenants, and invitees to use the Common Elements, including but not limited to, the pool, exercise room, community room, business office and any other facilities or services will be suspended. If the Unit Owner requests a hearing regarding the proposed suspension, the Board will hold a hearing, consistent with the provisions of its Policy Resolution Relating to Due Process regarding the suspension of the Unit Owner's rights. The Late Notice shall also specify that the Unit Owner shall have the right to request such a hearing and that such request must be in writing and directed to the Association.

E. Referral to Legal Counsel. If payment in full (including any assessment or charge, interest, and returned check charges) is not received by the Property Manager by the thirtieth (30th) day after the due date, the account shall be referred to legal counsel for the Association. Counsel shall mail a demand letter which notifies the Unit Owner of legal action which may be taken against him or her by the Association.

F. Demand by Counsel and Lien Filing. If payment in full of the amounts due is not received by legal counsel of the Property Manager within fifteen (15) days after the notice of legal action has been sent, a Memorandum of Lien may be filed. Non-receipt or lack of notice shall not prevent the Association from filing a lien within the statutory deadline. Reasonable attorneys' fees and the costs of collection, including late fees and the costs of filing and releasing the Memorandum of Lien, shall be added to the account, and the delinquent Unit Owner shall be liable for said costs and attorneys' fees.

G. Suspension of Rights and Suit Filing. If payment in full of all amounts due is not received by legal counsel or the Property Manager by the sixtieth (60th) day after the due date, the Unit Owner's rights, and the rights of the Unit Owner's residents, tenants, and invitees to facilities and services provided by the Association (as provided in paragraph D above) will be automatically suspended (unless a hearing is requested), and a civil suit may be filed personally against the delinquent Unit Owner.

H. Other Action of Counsel. If an account remains delinquent after the filing of a lien or civil suit, legal counsel for the Association shall take other appropriate legal action to collect the amounts due, except as provided in paragraph I below and unless directed otherwise by the Board.

I. Suit to Enforce Lien. If a lien remains unpaid, a suit to enforce the lien and foreclose on the Unit may be filed or a nonjudicial foreclosure action may be commenced within thirty-six (36) months of the date the lien is recorded (or such other period as may be authorized by the Condominium Act), upon authorization by the Board.

J. Two or More Returned Checks. If the Association receives from any Unit Owner, in any accounting year, two (2) or more checks returned for insufficient funds for payment of assessments or other charges, the Board may require all future payments to be made by certified check, cashier's check, or money order for the remainder of the fiscal year.

L. Assessment of Costs and Attorneys' Fees. All costs incurred by the Association as a result of any violation of the Association's Instruments, rules and regulations, or resolutions by a Unit Owner, his or her residents, tenants, and invitees may be specially assessed or charged against the Unit Owner in accordance with the Bylaws. Such costs include, without limitation, attorneys' fees, legal or administrative expenses (regardless of whether suits or liens are filed) resulting from a Unit Owner's failure to pay charges or assessments when due or from any other default referred to in Resolution.

M. Board Waiver. The Board may grant a waiver of any provision herein, except filing of Memoranda of Liens beyond the statutory deadline, at its discretion or upon petition, in writing, by a Unit Owner alleging a personal hardship. Such relief granted a Unit Owner shall be appropriately documented in the files with name of the person or persons representing the Board granting the relief and the conditions of the relief.

N. Property Manager Right to Waive. The Board hereby authorizes the Property Manager to waive the imposition of late fees on payments received by the Property Manager after the fifteenth (15) day of the month if, in the judgment of the Property Manager, the delinquent Unit Owner has owned the Unit for less than three (3) months at the time of the delinquency and the Property Manager determines that the delinquency was the result of a misunderstanding of the correct procedures relative to payment of the assessment. Further, such a waiver may be granted only once to any delinquent Unit Owner.

O. Crediting of Payments. Payments received from a Unit Owner shall be credited in the following order:

1. Charges for attorneys' fees and court costs;
2. All returned check charges or interest accrued, as applicable;
3. All other charges incurred by the Association as a result of any violation by a Unit Owner or the Unit Owner's residents, tenants, and invitees; and
4. The annual and special Association assessment, or any installments thereof, and late fees for each Unit, applied first to the oldest amount due.

This Resolution shall become effective on April 1, 2006.

**Market Street at Town Center Condominium
Resolution Action Record**

Resolution Type: Policy No. 02-06

Pertaining to: Collection of Assessments and Charges

Duly adopted at a meeting of the Board of Directors held March 21, 2006.

Motion by: Mike Rifkin Seconded by: Chadi Farhat

VOTE:

| | YES | NO | ABSTAIN | ABSENT |
|--------------------------------|-------|-------|---------|--------|
| <u>[Signature]</u> Director | ✓ | _____ | _____ | _____ |
| <u>[Signature]</u> Director | ✓ | _____ | _____ | _____ |
| <u>[Signature]</u> Director | ✓ | _____ | _____ | _____ |
| <u>[Signature]</u> Director | _____ | _____ | _____ | _____ |
| _____ Director | _____ | _____ | _____ | _____ |

ATTEST:

Secretary: [Signature] Date: 3/21/, 2006

Resolution effective April 1, 2006.

**THE UNIT OWNERS ASSOCIATION OF
MARKET STREET AT TOWN CENTER CONDOMINIUM**

**POLICY RESOLUTION NO. 03-06
HOME OCCUPATION POLICY**

WHEREAS, Article III, Section 2 of the Bylaws of The Unit Owners Association of Market Street at Town Center Condominium (“Association”) provides the Board with the powers and duties necessary for the administration of the affairs of the Association, including the power to adopt rules and regulations deemed necessary for the benefit and enjoyment of the Condominium;

WHEREAS, Article XI, Section 3 of the Bylaws provides that each Unit and the Common Elements shall be occupied and used in compliance with the rules and regulations which may be promulgated and amended by the Board;

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

WHEREAS, Article 10, Part 3 of the Fairfax County Zoning Ordinance, as amended, defines and limits home occupations and their associated activities; and

WHEREAS, the Board has determined that it is in the Association’s best interest to promulgate rules and regulations regarding home occupations;

NOW, THEREFORE, BE IT RESOLVED THAT, the following home occupation policies are adopted:

I. Home Occupations Defined

Home occupations are restricted to business activity conducted entirely within a dwelling Unit by residents of that Unit which is clearly incidental and secondary to the principal use as a dwelling Unit and which are expressly permissible under the home occupation provisions of the Fairfax County Zoning Ordinance, as amended. Such use shall not change the character of the dwelling Unit nor have any exterior evidence that the Unit is being used for business activity.

II. Limitations on Home Occupations

I. Signage

No signs advertising or otherwise in any way related to the home occupation may be erected, posted, or displayed upon, in or on the Common Elements, or within the Unit in any way visible from the exterior of the Unit.

2. Limitations on Employees/Contractors

No more than one (1) nonresident person, whether paid or not for his or her services, may be involved in the home occupation use on the property. Such person's hours of attendance shall be limited to 8:00 AM to 5:00 PM, Monday through Friday.

3. Prohibitions on Vehicles

No commercial vehicles related in any way to a home occupation shall be permitted to be kept or parked overnight upon any portion of the Condominium premises.

4. Storage

No outside storage shall be permitted. No on-premise sale of goods shall be permitted. Except for articles produced on the premises, no stock in trade shall be stored, displayed or sold on the premises.

5. Area of Home Occupation

The area with a Unit devoted to the home occupation shall not exceed twenty-five percent (25%) of the gross floor area of the dwelling Unit.

6. Customers/Clients

There must be no clients or customers coming to the Unit, except for those using any in-home babysitting services and/or special education classes that may otherwise be permitted under this Resolution and the Fairfax County Zoning Ordinance.

7. Affect on Surrounding Area

The home occupation must not produce offensive or disturbing noise, vibrations, smoke, dust, heat or odor, or otherwise adversely affect the surrounding properties. The home occupation must be conducted, or carried on, solely within the Unit, and not on any general or limited common elements of the Condominium. There shall be no exterior evidence that the property is used in any way other than for a residential dwelling, and there shall be no undue impact caused by the home occupation upon the common elements, condominium residents or upon the Associations resources, utilities or facilities.

8. Babysitting Services / No In-home Family Daycare

Only occasional (sporadic or infrequent) babysitting or other low-impact babysitting that does not require any county or state licensing or permits is allowed on the Condominium premises.

9. Equipment

No mechanical or electrical equipment shall be employed other than machinery or equipment customarily found in the home, associated with a hobby or avocation not conducted for gain or profit, or customary for a small home office.

III. Compliance with Ordinances, Laws, and Association Instruments and Rules; Notice of a Home Occupation

The Unit Owner shall be responsible for securing and maintaining all necessary county, state, and federal licenses and permits related to the home occupation. The home occupation must meet Fairfax County licensing and approval requirements for a home occupation. Furthermore, the Fairfax County Zoning Ordinance requirements shall be construed as additional requirements to those set forth in this Resolution. If the Fairfax County Zoning Ordinance is amended to become stricter than the provisions of this Resolution, the amended provisions of the Ordinance shall supersede and control of the provisions of this Resolution.

Before any home occupation can begin in a Unit, the Unit Owner must provide the Board or its designated agent with a description of the nature of the home occupation and copies of all licenses and permits, along with a completed Home Occupation Disclosure Form, as amended, a copy of which is attached hereto.

The home occupation must not violate, or create or result in a violation of, any provision of the Association's Declaration and Bylaws ("Instruments") or rules and regulations, and must not violate state, local or federal laws, codes, ordinances or regulations. Any resident who engages in a home occupation must make his or her unit available for inspection by representative(s) of the Association upon request to confirm compliance with this Resolution.

Pursuant to the provisions of Section 55-79.80:2 of the Act and the Association's covenant and rule enforcement procedures as set forth in Resolution No. 01-06, a Unit Owner found to be in violation of any of the relevant Ordinances, Laws, or Association Instruments, rules and regulations, may be subject to enforcement action taken by the Association. If a resident persists in the operation of a home occupation in violation of this Resolution, the Zoning Ordinance, or the Association's governing instruments and rules and regulations after receipt of a notice to cease and desist, the Association may undertake any and all remedies available to it, including but not limited to assessments of charges against the unit owner; seeking of an injunction; notification of the zoning authorities; the suspension of the right of access to the building by apparent customers or clients or employees of the resident in violation; and such other remedies as the Board deems necessary and appropriate. The costs incurred by the Association in pursuing such remedies or proceedings, including reasonable legal fees and costs, shall be paid by the unit owner in violation.

The rules and regulations set forth in this policy resolution are effective as of April 1, 2006.

THE UNIT OWNERS ASSOCIATION
OF MARKET STREET AT TOWN CENTER

HOME OCCUPATION DISCLOSURE FORM

Name: _____

Address: _____

Phone Number(s): _____

Facsimile Number(s): _____

E-mail Address(es): _____

Name of Business: _____

Nature of Business: _____

Business Hours: _____

Necessary Permits/Licenses Obtained? _____

If yes, attach legible copies.

Necessary Insurance Obtained? _____

If yes, attach proof of insurance.

Carrier(s) and Policy Number(s): _____

I hereby certify that I am compliant with all restrictions for home occupations as outlined in *The Unit Owners Association of Market Street at Town Center Condominium, Policy Resolution No. 03-06: Home Occupation Policy*, and have obtained the permits and/or licenses necessary to conduct my home-based business. I also certify that I have obtained and maintain insurance for my home-based business and that this insurance names the Association as an additional insured. I hereby release, indemnify, and hold harmless the Association and its past, present, and future members, directors, employees, agents, and independent contractors, from any and all claims, damages, demands or liabilities, suits, judgments, costs, and expenses, including attorney's fees, arising directly or indirectly from my conducting a business from my home located in Market Street at Town Center Condominium.

Signature: _____

Date: _____

**THE UNIT OWNERS ASSOCIATION
OF MARKET STREET AT TOWN CENTER CONDOMINIUM
RESOLUTION ACTION RECORD**

Resolution Type: Policy No. 03-06

Pertaining to: Home Occupations

Duly adopted at a meeting of the Board of Directors held on the 21st day of March, 2006.

Motion by: Mike Rifkin Seconded by: Chad Farhat

| VOTE: | YES | NO | ABSTAIN | ABSENT |
|--------------------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|
| <u>[Signature]</u> Director | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <u>[Signature]</u> Director | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <u>[Signature]</u> Director | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <u>[Signature]</u> Director | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____ Director | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

ATTEST:
[Signature] Secretary
3/21/06 Date

**THE UNIT OWNERS ASSOCIATION OF
MARKET STREET AT TOWN CENTER CONDOMINIUM
RESOLUTION NO. 05-07
MAINTENANCE AND REPAIR POLICY**

WHEREAS, Article III, Section 2 of the Bylaws of The Unit Owners Association of Market Street at Town Center Condominium ("Association") provides the Board of Directors ("Board") with the powers and duties necessary of the administration of the affairs of the Association, including the power to adopt rules and regulations deemed necessary for the benefit and enjoyment of the Condominium;

WHEREAS, Article XI, Section 3 of the Bylaws provides that each Unit and the Common Elements ("CE") shall be occupied and used in compliance with the rules and regulations which may be promulgated and amended by the Board;

WHEREAS, Articles IV and V of the Declaration describe the boundaries of Units and distinguish General Common Elements ("GCE"), Limited Common Elements ("LCE"), and Reserved Common Elements ("RCE");

WHEREAS, Article XII of the Declaration holds the Association responsible for exterior maintenance of the Units and structures of the Condominium;

WHEREAS, Article III, Section 2(c) of the Bylaws provides that the Board shall "[p]rovide for the operation, care, upkeep and maintenance of all of the Condominium Property and services of the Condominium";

WHEREAS, Article VI, Section 7(a) of the Bylaws states that: the Board shall be responsible for the maintenance, repair, and replacement of CE (including the structural replacement of LCE); the cost of such maintenance shall be charged to all Unit Owners as a Common Expense, Residential Limited Common Expense, or Commercial Limited Common Expense; and each Unit Owner shall perform normal maintenance on the LCE appurtenant to his or her Unit and any portion of the remaining CE which the Board has given him or her possession to utilize;

WHEREAS, Article VI, Section 7(b) of the Bylaws states that each Unit Owner shall: keep his or her Unit, equipment, appliances, and appurtenances in good order, condition, and repair; be responsible for damage to other Units or to the CE resulting from his or her failure to make repairs; perform his or her maintenance obligations in such manner so as not to unreasonably disturb the other Unit Owners; notify the Association of repairs which the Unit Owner believes to be the responsibility of the Association; perform normal maintenance repairs caused by his or her negligence misuse, or neglect on the LCE appurtenant to his or her Unit; and be responsible for maintenance and care of storage or parking he or she is permitted to use by the Board;

WHEREAS, Exhibits A and B to the Association's Bylaws, the Charts of Maintenance Responsibilities, set forth the various responsibilities of Unit Owners and the Association;

WHEREAS, Article X, Section 1(h) of the Bylaws gives the Association to enter a Unit to abate and/or remove a violation of the Association's Instruments;

WHEREAS, Article XI, Section 7 of the Bylaws grants the Association and its designees a right of access to Units within the Condominium for certain purposes related to the performance of the Association's duties so long as proper request for entrance is made by the Association; and

WHEREAS, the Board recognizes that there is a need for clarifying the maintenance, repair, and replacement obligations of Unit Owners and the Association to ensure that all Unit Owners understand their responsibilities;

NOW, THEREFORE, BE IT RESOLVED THAT, the Unit Owners' and Association's responsibilities for the maintenance, repair, renovation, restoration, or replacement of their Units and the Common Elements, and the costs related thereto, be set forth and the following policies adopted:

I. **Distinguishing Units, General Common Elements, Limited Common Elements, and Reserved Common Elements.**

a. **Units.**

i. The Unit extends:

1. from the underside of the concrete comprising the ceiling to the top surface of the undecorated concrete comprising the floor;
2. in the case of Units abutting the CE, from (and including) the drywall of any walls abutting the CE to the studs bounding the Unit; and
3. in the case of Units separated by a wall, from the interior surface of the studs to the opposite interior surface of the studs

ii. Residential Units include:

1. front entrance door to the Unit
2. all windows
3. all patio and balcony doors in the Unit
4. interior ceilings and floor coverings
5. air-conditioning and heating components serving on that Unit
6. all space, interior partitions, fixtures, and improvements (including without limitation, sinks, bathtubs, and other plumbing facilities, refrigerators, ovens, and other appliances)
 - a. **HOWEVER**, any chutes, flues, ducts, conduits, wires, bearing walls or columns, or any other apparatus, lying partially within and partially

outside of the designated boundaries of a Unit are part of the Unit only if they serve only that Unit

- b. Any such portions serving more than one Unit but less than all are Individual Residential Limited Common Elements appurtenant to the affected Units

- b. **General Common Elements.** GCE include the entire Condominium other than the Units and the LCE, as follows:

- i. The land within the Condominium Property
- ii. The air space above and around the Condominium
- iii. All foundations, columns, girders, beams, and supports within the Condominium not included as parts of Units or LCE
- iv. The roof and roof structures not included as parts of Units or LCE
- v. All exterior masonry walls and facings of the building and all partitions separating Units not include as parts of Units
- vi. Portions of the utility systems serving the GCE or all of the Units
- vii. The mechanical and maintenance rooms not included as parts of Units or LCE
- viii. All pumps, pipes, wires, cables, conduits, and other apparatus relating to the water distribution, power, light, telephone, gas, sewer, heating, air conditions, and plumbing systems located in and/or serving only the building and not indicated as parts of Units or LCE
- ix. All entrance doors and windows except those deemed parts of Units or LCE
- x. The central loading and delivery areas
- xi. All apparatus and installations existing or hereinafter constructed in the building or on the Condominium Property for common use and/or the maintenance or safety of the Condominium

- c. **Limited Common Elements.**

- i. LCE consists of either Residential Limited Common Elements, Individual Residential Limited Common Elements, or Commercial Limited Common Elements; they are listed on the Condominium's plats and plans.
- ii. A balcony, terrace, deck, or patio shown on the plat and plans as adjacent or contiguous to a Residential Unit is an Individual Residential Limited Common Element.
- iii. As designated on the plats and plans, hallways, stairways, recreational or common purpose rooms, elevators, and similar areas located outside the Residential Unit boundaries but serving only Residential Units shall be designated Residential Limited Common Elements.

- d. **Reserved Common Elements.** The Board has the power to grant revocable licenses in designated GCE to the Residential Unit Owner(s) or Commercial Unit Owner(s) at no charge or to establish a reasonable charge to such Residential Unit Owner(s) and Commercial Unit Owner(s) for the use and maintenance thereof; such designations are RCE.

II. **Maintenance, Repair, and Replacement Obligations of the Association.**

- a. **Exterior Maintenance.** The Association has the exclusive right to provide for all painting and maintenance of the exterior of all of the Units and structures in the Condominium, and such maintenance shall be a Common Expense.
- b. **Common Element Maintenance.**
 - i. The Board, acting on behalf of the Association, is responsible for the maintenance, repair, and replacement of the CE, including structural replacement of LCE, and the costs associated shall be charged to the Owners as a Common Expense, Residential Limited Common Expense, or Commercial Limited Common Expense, as the case may be, unless the Board determines that the expense was necessitated by the negligence, misuse, or neglect of an Owner.
 - ii. Pursuant to Section 55-79.83(a) of the Act, the Association shall assess individual owners for the structural maintenance, repair, or replacement of LCE attached or appurtenant to said owners' Unit.
- c. **General Common Elements.**
 - i. The Association has maintenance, repair, and replacement responsibility for the GCE, including but not limited to, the following items located in or on the GCE:
 1. Plumbing and related systems and components
 2. Electrical and related systems and components, including fixtures
 3. Heating and cooling systems serving only GCE and LCE
 4. Building exterior, roof, vertical walls, garage, foundations, gutters, downspouts, building entry doors, stairways, elevators, and lobbies
 5. Unit entry doors, window wall sliding glass doors and French doors *except* routine maintenance of window wall sliding glass, French doors, and sliding glass door screens (they are the responsibility of the Owner)
 6. Windows and screens which do not serve a Unit
 7. Exterminating
 8. Grounds immediately surrounding the Condominium building
 9. Parking spaces

- 10. Storage bins
 - ii. As mentioned, *supra*, pursuant to Section 55-79.83(a) of the Act, the Association shall assess individual owners for the structural maintenance, repair, or replacement of LCE attached or appurtenant to said owners' Unit

- d. **Limited Common Elements.** The Association has shared maintenance, repair, and replacement responsibility with the Owner of the Unit to which a specific LCE is attached, provided, however, that the Board has the final responsibility for determining the need for and accomplishing such maintenance, repair and replacement, including but not limited to, the following:
 - i. Repairs to portions of the plumbing system outside the boundaries of the Unit, but serving only one Unit, except for damage or malfunction caused by the occupants of the Unit
 - ii. Balconies and patios
 - iii. Exterminating
 - iv. Parking spaces
 - v. Repair and replacement of storage bins

- e. **Unit Components.** The Association has very limited maintenance, repair, and replacement responsibility for Unit Components, including but not limited to, the following:
 - i. Plumbing and related systems but *only* to the extent that a malfunction or threat of malfunction has originated outside the Unit; repair of grouting, caulking, and other water inhibitors when Unit Owner refuses upon reasonable notice to repair the condition threatening or causing damage to other Units or CE
 - ii. Painting of exterior of Unit entry door and portions of door and door frame which are exterior

III. **Maintenance, Repair, and Replacement Obligations of the Owners.**

- a. **Manner of Repair and Replacement.**
 - i. All repairs and replacements shall be substantially similar to the original construction and installation and shall be of first-class quality.
 - ii. Contractors hired, retained, or employed by Unit Owners shall be licensed and insured.

- b. **Limited Common Element Maintenance.**
 - i. Each Unit Owner shall perform normal maintenance on the LCE appurtenant to his or her Unit and any portion of the remaining CE which the Board has given him or her permission to utilize.
 - ii. The Unit Owner shall make all repairs thereto caused or permitted by his or her negligence, misuse, or neglect.

- c. **Equipment, Appliances, and Appurtenances.**
- i. Each Unit Owner shall keep his or her Unit and its equipment, appliances, and appurtenances in good order, condition, and repair and in a clean and sanitary condition, and shall do all redecorating, painting, and varnishing necessary to maintain the good appearance and condition of the interior of his or her Unit.
 - ii. The Unit Owner shall be responsible for damage to other Units or the CE resulting from his or her failure to make these repairs.
 - iii. Each Unit Owner shall perform his or her responsibility in such manner as shall not unreasonably disturb or interfere with the other Unit Owners.
 - iv. Each Unit Owner shall promptly report the Board of the Managing Agent any defect or need for repairs for which the Unit Owner believes the Association is responsible.
- d. **Storage Areas and Parking Spaces.** Any Unit Owner permitted by the Board to use a specific portion of the CE for storage or parking is responsible for the maintenance and care of such portion and shall use such portion in a safe and sanitary manner.
- e. **Floor Coverings.**
- i. Each Unit Owner shall be responsible for the maintenance, repair, and replacement of the floor covering materials that are appurtenant to or part of his or her Unit.
 - ii. All floor covering materials shall be maintained in such a manner as to minimize sound transmission between the Units.
 - iii. In the event that it is necessary for the Owner of an upper level Unit to replace any floor covering materials in that Unit, the Unit Owner shall use floor covering materials that are not less than the same amount and of similar quality, design, and sound insulating features as the floor covering materials installed during the initial construction of such upper level Unit.
- f. **Miscellaneous Components and Related Obligations.**
- i. In addition to that described above, each Unit Owner has additional maintenance, repair, and replacement obligations, including but not limited to, the following:
 1. Plumbing and related systems and components, including fixtures and appliances attached thereto, to the extent that they are within the Unit and serve only that Unit
 2. All electrical and related systems and components thereof serving only one Unit, including exterior fixtures serving primarily one Unit
 3. Heating and cooling systems serving only one Unit, including maintenance of condensate drain line

4. Interior of Unit entry door, all door hardware, weather stripping, door sill; routine maintenance of window wall sliding glass, French doors, and sliding glass door screens
5. Where balconies and patios are concerned, routine cleaning and maintenance of any plant material, light bulb replacement, snow removal, and sealing of any wood decks
6. Routine cleaning and repair of window frames and mechanism and replacement of glass and screening
7. Exterminating
8. Routine cleaning of storage bins

IV. **Insurance.**

- a. **Purchased and Maintained by the Association.** The Association shall procure and maintain the insurance coverage required by the Association's Instruments and relevant laws, including as appropriate: physical damage insurance, liability insurance, fidelity coverage, workmen's compensation insurance, broad form machinery and pressure vessel explosion insurance, and any other insurance as the Board may determine.
- b. **Purchased and Maintained by the Owner.**
 - i. It is strongly recommended that each Unit Owner and/or any tenant of such Unit Owner, at his or her own expense, obtain insurance for his or her own Unit and for his or her own benefit.
 - ii. It is strongly recommended that each Unit Owner and/or any tenant of such Unit Owner, at his or her own expense, obtain insurance coverage for his or her personal property, for any betterments and improvements made to the Unit, and for his or her personal liability.
 - iii. No Unit Owner or tenant may purchase or maintain insurance coverage that will decrease or negatively impact the coverage procured by the Board or its agents for the benefit of the Association, and any Unit Owner or tenant who obtains individual insurance policies coverage any portion of the property other than personal property must file a copy of that policy with the Board within thirty (30) days after the purchase of such insurance.
 - iv. Each policy purchased and/or maintained by a Unit Owner must contain waivers of subrogation.

V. **Inspection and Enforcement.**

- a. **Right of Access.**
 - i. The Board, Managing Agent, and/or any other person authorized by the Board or the Managing Agent, has a right of access to each Unit for the purpose of discharging the Association's powers and responsibilities and powers, including, but not limited to:
 1. making inspections;

2. correcting any condition originating in his or her Unit and threatening another Unit of the CE;
 3. performing installations, alterations, or repairs to the mechanical or electrical serves or the CE in his or her Unit or elsewhere in the Condominium; or
 4. to correct any condition which violates the Condominium Instruments.
- ii. Before entering, however, the Association's representatives must contact the Unit Owner to request entry at a time reasonably convenient to the Owner.
 - iii. In case of an emergency (*i.e.*, streaming water leaks, unattended alarm sounding, noxious fumes, etc.), such right of entry shall be immediate, whether the Unit Owner is present at the time or not.
 - iv. To the extent that damage is inflicted upon the CE or any Unit through which access is taken, the Association, if it caused the damage, shall be liable for the prompt repair thereof.
- b. **Owner Request for Association Maintenance.**
- i. In the event that a Unit Owner becomes aware of a maintenance, repair, or replacement issue that is the responsibility of the Association, he or she must immediately inform the Association in writing.
 - ii. A Unit Owner may request in writing that the Association arrange for the maintenance, repair, or replacement of any Limited Common Element appurtenant or assigned to his or her Unit, with all costs to be assessed to and paid by the Unit Owner or Association, as required by the Condominium Instruments.
- c. **Periodic Inspections.** A representative of the Association will conduct periodic inspections of the Condominium Property, including the GCE, LCE, RCE, and when appropriate, the Units as described *supra*.
- d. **Abatement and Enjoinment of Violations.**
- i. A Unit Owner's violation or breach of the Association's maintenance, repair, and replacement policies and/or any of the Association's other governing documents shall give the Board the right:
 1. to enter the Unit in which the violation or breach exists and abate and/or remove any structure, thing, or condition that may exist therein contrary to the intent and meaning of the Association's policies and other Instruments; or
 2. to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach
 - ii. The expenses incurred by the Association in abating or enjoining the violation or breach shall be assessed to the relevant Unit

Owner; such assessment shall be subject to the same policies and procedures governing the Association's collection of any other assessment.

- e. The Association's enforcement rights are cumulative and not exclusive.

The rules and regulations set forth in this policy resolution are effective as of June 21, 2007.

**THE UNIT OWNERS ASSOCIATION
OF MARKET STREET AT TOWN CENTER CONDOMINIUM
RESOLUTION ACTION RECORD**

Resolution Type: Policy No. 05-07

Pertaining to: Maintenance and Repair

Duly adopted at a meeting of the Board of Directors held on the 21st day of June, 2007.

Motion by: Mike Rifkin

Seconded by: Mary Saunders

| VOTE: | YES | NO | ABSTAIN | ABSENT |
|-----------------------------------|-------------------------------------|--------------------------|--------------------------|-------------------------------------|
| <u>Cynthia Amodeo</u> Director | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <u>Chad Farhat</u> Director | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <u>Tom Wilkins</u> Director | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <u>Mike Rifkin</u> Director | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <u>Mary Saunders</u> Director | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

ATTEST:

[Signature]
Secretary

6/20/07
Date

**THE UNIT OWNERS ASSOCIATION OF
MARKET STREET AT TOWN CENTER CONDOMINIUM**

POLICY RESOLUTION NO. 08-12

**ASSOCIATION COMPLAINT PROCEDURES
(for resolving certain complaints from members and others)**

WHEREAS, pursuant to Section 55-530(E) of the Virginia Code, the Virginia Common Interest Community Board ("CICB") has promulgated final regulations imposing a requirement that each common interest community (including condominiums, property owners' associations and cooperatives) adopt a reasonable procedure for the resolution of certain written complaints from the members of such association and other citizens; and

WHEREAS, within 90 days of the effective date of the CICB regulations, all common interest communities must adopt a complaint procedure that is compliant with the CICB regulations;

WHEREAS, Article III, Section 2 of the Bylaws provides that the Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Unit Owners Association, including the power to from time to time to adopt and amend any Rules and Regulations deemed necessary for the benefit and enjoyment of the Condominium;

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT The Unit Owners Association of Market Street at Town Center Condominium ("Association"), acting through its Board of Directors, hereby adopts and establishes the following CICB-mandated Association complaint procedure for handling written complaints concerning actions or inactions allegedly inconsistent with state laws and regulations governing common interest communities:

- A. **Definitions.** Unless otherwise defined in this Resolution, the words, terms or phrases used in this Resolution shall have the same meanings as defined in the CICB regulations and/or in the Association's recorded covenants.
- B. **Complaint Form.** If a member of the Association, a resident or other individual alleges that an action, inaction or decision of the Association, the Board of Directors ("Board") or the Association's management agent ("Managing Agent") is inconsistent with state laws or regulations governing common interest communities, then that individual must submit a formal written complaint ("Complaint") to the Board using the attached Complaint Form (Exhibit A) in order to trigger the formal procedures described below. If the individual does not wish to trigger these formal procedures, then the individual should submit their questions, concerns or issues to the Managing Agent or the Board without using the attached form.
1. **Complaint Form Instructions and Attachments.** A completed Complaint Form must include a description of the specific facts and circumstances relevant to the individual's Complaint, and the specific action, result or resolution that is being requested. If the individual submitting the Complaint Form (the "Complainant") knows the law or regulation that has been allegedly violated or is otherwise applicable to the Complaint, then the Complainant must provide a reference to that law or regulation on the Complaint Form. The Complainant must also attach to the Complaint Form a copy of any documents that Complainant believes support the validity of the Complaint (not including laws, regulations or the Association's governing documents).

A copy of these complaint procedures (including the required Complaint Form) will be available

upon request from the Association by contacting the Community Manager at (703) 435-7912.

- C. **Mailing or Delivering Complaint to Board of Directors.** The fully completed, signed and dated Complaint (including the Complaint Form and all attachments) shall be mailed or otherwise delivered to the Board at the following address:

By Mail:

Board of Directors, The Unit Owners Association of Market Street at Town Center Condominium
c/o Community Manager
12001 Market Street
Reston, Virginia 20190

By Fax: Board of Directors, The Unit Owners Association of Market Street at Town Center Condominium
Attn: Community Manager
(703) 435-7913

By Hand-Delivery:

Board of Directors, The Unit Owners Association of Market Street at Town Center Condominium
c/o Community Manager
12001 Market Street
Reston, Virginia 20190

- D. **Means of Providing Notices to Complainant.** All written acknowledgments or other notices required by these procedures to be provided by the Association to the Complainant shall be hand-delivered or mailed by registered or certified mail, return receipt requested, to the Complainant at the address provided on the Complaint Form, or by facsimile transmission or email if the Complainant has previously provided the Association with the Complainant's written consent to communicate with him/her by electronic transmission. The Managing Agent shall retain in the Association's records proof of the mailing, delivery or electronic transmission of the acknowledgments and notices per Section H below.

- E. **Acknowledging Receipt of Complaint.** Within seven (7) days of receipt of a Complainant's Complaint Form, the Managing Agent shall provide the Complainant with written acknowledgement of the Association's receipt of the Complaint.

1. **Incomplete Complaint.** If it appears to the Managing Agent that the submitted Complaint is missing the required minimum information, then the acknowledgment of receipt shall include notice to the Complainant of the identified problem(s) with the Complaint and advise the Complainant that he/she will need to submit a revised/corrected Complaint before it can be accepted and forwarded to the Board for consideration.
2. **Forwarding to the Board.** If it appears to the Managing Agent that the submitted Complaint includes the required minimum information, then on the same day that acknowledgment of receipt of the Complaint is provided to the Complainant, the Managing Agent shall provide the Board with a copy of the Complaint for consideration.

- F. **Formal Action – Consideration of Complaint by Board.** All completed, signed and dated Complaints forwarded to the Board shall be considered by the Board at a meeting, and the Board shall decide what action, if any, to take in response to the Complaint.

1. **Meeting at which Complaint will be Considered.** Complaints will be considered by the Board at a regular or special Board meeting held within 60 days from the date on which the Complaint was forwarded to the Board for consideration.
 2. **Notice to the Complainant.** At least fourteen (14) days prior to the Board meeting at which the Complaint will be considered, the Managing Agent shall provide the Complainant with notice of the date, time, and location of the Board meeting at which the matter will be considered by the Board. This Notice may be combined with the acknowledgment of receipt referenced in Section D above.
 3. **Board's Decision on Complaint.** The Board shall make a decision on the Complaint by an appropriate vote of the members of the Board at the meeting pursuant to the Association's governing documents. The Board's decision at the meeting shall fall into one of the following two categories:
 - (a) A decision that there is *insufficient information* on which to make a final determination on the Complaint or that *additional time is otherwise required* to make a final determination, in which case the Board shall postpone making a final determination on the Complaint until a later scheduled Board meeting (announced at the meeting or by giving at least 14 days notice to the Complainant) and, if needed, make a written request for additional information from the applicable party(s), specifying a deadline by which time the additional information must be received by the Managing Agent for forwarding to the Board; or
 - (b) A *final determination* on the Complaint, indicating whether the Complainant's requested action or resolution is, or is not, being granted, approved or implemented by the Board. A final determination may include, for example, a decision that no action will be taken on the Complaint due to the Complainant failing to timely provide additional information that was requested by the Association. No appeal process is available; the Board's rendered decision is final.
- G. **Notice of Final Determination.** Within seven (7) days after the final determination is made (per subsection F.3.b. above), the Managing Agent shall provide the Complainant with written notice of the Board's final determination. The notice of final determination shall be dated as of the date of issuance and include:
1. Specific citations to applicable provisions of the Association's governing documents, laws or regulations that led to the final determination;
 2. The Association's registration number as assigned by the CICB, and if applicable, the name and CICB-issued license number for the Managing Agent; and
 3. Notice of the Complainant's right to file a "Notice of Final Adverse Decision" with the CICB via the CIC Ombudsman (providing the applicable contact information).
- H. **Records.** The Managing Agent shall retain, as part of the Association's records, a record of each Complaint (including the Complaint Form and attachments, related acknowledgments and notices, and any action taken by the Association or Board in response to such Complaint) for a period of at least one (1) year from the date of the Association's final action on the Complaint.
- I. **Resale Disclosure Packet.** A copy of this Resolution (including the Exhibit A Complaint Form) shall be included as an attachment to Association-issued resale certificates.

EXHIBIT A
(POLICY RESOLUTION NO. ____: "ASSOCIATION COMPLAINT PROCEDURES")
THE UNIT OWNERS ASSOCIATION OF MARKET STREET AT TOWN CENTER CONDOMINIUM

Mailing/Delivery: c/o Community Manager, 12001 Market Street, Reston, Virginia 20190

Phone #: (703) 435-7912

ASSOCIATION COMPLAINT FORM
(for Complaints Against Association, Board or Managing Agent)

Pursuant to Section 55-530(E) of the Code of Virginia, 1950, as amended, the Board of Directors ("Board") of The Unit Owners Association of Market Street at Town Center Condominium (the "Association") has established this complaint form for use by persons who wish to register written complaints with the Association regarding the action, inaction or decision by the Association or its Board or managing agent inconsistent with applicable laws and regulations.

1. Legibly describe your complaint in the area provided below, as well as the requested action or resolution of the issues described in the complaint. Include references to the specific facts and circumstances at issue and the provisions of Virginia laws and regulations that support the complaint. If there is insufficient space, attach a separate sheet of paper to this complaint form. Also, attach any supporting documents, correspondence and other materials related to the complaint (not including copies of laws, regulations or the Association's governing documents).

2. Sign, date & print your name and address below and submit this completed form to the Association at the above address.

| | | |
|---------------------------|-----------------------|---|
| _____ Printed Name | _____ Signature | _____ Date |
| _____ Mailing Address | | |
| _____ Lot/Unit Address | | |
| _____ E-mail Address | _____ Phone Number | Contact Preference <input type="checkbox"/> Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Other _____ |

If, after the Board's consideration and review of the complaint, the Board issues a final decision adverse to the complaint, you have the right to file a notice of final adverse decision with the Common Interest Community Board (CICB) in accordance with the regulations promulgated by the CICB. The notice shall be filed within 30 days of the date of the final adverse decision, shall be in writing on forms provided by the Office of the Common Interest Community Ombudsman (Ombudsman), shall include copies of any supporting documents, correspondence and other materials related to the decision, and shall be accompanied by a \$25 filing fee. The Ombudsman may be contacted at:

Office of the Common Interest Community Ombudsman
Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400
Richmond, VA 23233
804/367-2941
CICombudsman@dpor.virginia.gov

**THE UNIT OWNERS ASSOCIATION OF
MARKET STREET AT TOWN CENTER CONDOMINIUM**

RESOLUTION ACTION RECORD

Resolution Type: Policy No. 08-12

Pertaining to: CICB-mandated Association Complaint Procedures

Duly adopted by the Board of Directors of the Association on August 23, 2012.

Motion by: Jeff Taggart Seconded by: Chris Burke

| NAME | TITLE | YES | NO | ABSTAIN | ABSENT |
|-------------------------|----------|-----|----|---------|--------|
| <u>Betty McLaughlin</u> | Director | ✓ | | | |
| <u>Chris Burke</u> | Director | ✓ | | | |
| <u>Naesha Chandley</u> | Director | ✓ | | | |
| <u>Jeff Taggart</u> | Director | ✓ | ✓ | | |
| <u>Damian Sindan</u> | Director | | | | ✓ |
| | Director | | | | |
| | Director | | | | |

Attest: Ta Ullid (Secretary)

Date: 8/23/12

Resolution effective as of date of adoption.

**THE UNIT OWNERS ASSOCIATION OF
MARKET STREET AT TOWN CENTER CONDOMINIUM
ADMINISTRATIVE RESOLUTION NO. 1912**

Cost Schedule for Providing Copies of Books and Records

WHEREAS, The Unit Owners Association of Market Street at Town Center Condominium ("the Association") is a unit owners' association organized and operating pursuant to the Virginia Condominium Act ("Act") and the Declaration for Market Street at Town Center Condominium ("Declaration"); and,

WHEREAS, Section 55-79.74:1 of the Act provides that certain books and records of the Association must be made available for examination and copying by Members in good standing, and provides that, prior to providing copies of any books and records, the Association may require the Member to pay a charge to cover the costs of material and labor; and

WHEREAS, Section 55-79.74:1(D) of the Act, as amended and effective July 1, 2012, provides that charges for providing copies may be imposed only in accordance with a cost schedule adopted by the Board.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby adopts the following cost schedule policy pursuant to Section 55-79.74:1(D) of the Act:

1. When a Member in good standing requests copies of Association books and records pursuant to Section 55-79.74:1 of the Act, the Association's Management Agent ("Management Agent") shall not provide the Member with any requested copies until or unless the Management Agent receives from the Member payment in full of the applicable charge as calculated by the Management Agent in accordance with the then current cost schedule specified in the attached Exhibit A, as may be revised from time to time as set forth below ("Cost Schedule").

On an annual basis or as otherwise needed, the Management Agent is authorized and directed by the Board to prepare and implement an updated Cost Schedule to replace the existing Cost Schedule attached as Exhibit A to this Resolution, so that the material and labor costs specified in the Cost Schedule correspond to the applicable costs charged by the Management Agent pursuant to its contract with the Association. A Cost Schedule updated by the Management Agent pursuant to this provision is effective immediately upon being so updated.

2. The Cost Schedule applies equally to all Members in good standing. Members not in good standing are not entitled to inspect or copy books records. For purposes of this Resolution, a Member is *not* in "good standing" if that Member is delinquent in the payment of any regular or special assessment of the Association as a result of not having paid such assessment within fifteen (15) days of the applicable due date.

3. **The Management Agent will provide a copy of the Cost Schedule to a requesting Member at the time the request is made by the Member to inspect/copy Association books and records.**

**THE UNIT OWNERS ASSOCIATION OF
MARKET STREET AT TOWN CENTER CONDOMINIUM**

RESOLUTION ACTION RECORD

Resolution Type: Administrative No. 09-12

Pertaining to: Cost Schedule for Providing Copies of Books and Records

Duly adopted at a meeting of the Board of Directors of The Unit Owners Association of Market Street at Town Center Condominium held August 23, 2012.

Motion by: Vaisha Chandra Seconded by: Chris Burke

VOTE:

| | YES | NO | ABSTAIN | ABSENT |
|-----------------------------------|-------------------------------------|-------------------------------------|--------------------------|-------------------------------------|
| <u>Betty McFarlane</u> , Director | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <u>Chris Burke</u> , Director | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <u>Vaisha Chandra</u> , Director | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <u>Jeff Taggart</u> , Director | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <u>Damian Sinclair</u> , Director | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| _____, Director | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, Director | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

ATTEST:

[Signature]
Secretary

8/23/12
Date

Book of Minutes - 2012
Book Resolutions:

Resolution effective: ~~July 1, 2012~~
Aug 23, 2012

**THE UNIT OWNERS ASSOCIATION OF
MARKET STREET AT TOWN CENTER CONDOMINIUM**

**EXHIBIT A
TO
ADMINISTRATIVE RESOLUTION NO. 09-12**

**COST SCHEDULE - 2012
FOR PROVIDING COPIES OF BOOKS AND RECORDS**

| | |
|------------------------------|--|
| 1. Labor Charges: | (in minimum 6-minute increments) \$ <u>50.00</u> per hour |
| 2. Materials Charges: | \$ <u>0.20</u> per page copied and (if applicable) \$ <u>Cost</u> per mailing, plus actual postage (if mailing requested by Member) |

**UNIT OWNERS ASSOCIATION OF
MARKET STREET AT TOWN CENTER CONDOMINIUM**

Resolution No. 12-16

REASONABLE MODIFICATION AND ACCOMMODATION POLICY

WHEREAS, Article III, Section 1 of the Bylaws of Market Street at Town Center Condominium (“Bylaws”) provides that the affairs of the Unit Owners Association of Market Street at Town Center Condominium (“Association”) shall be conducted by a Board of Directors (“Board”);

WHEREAS, Article III, Section 2 of the Bylaws provides that the Board shall have the power to adopt and publish rules and regulations governing the use of the common elements;

WHEREAS, the Fair Housing laws of the United States and the Commonwealth of Virginia place certain obligations upon the Association;

WHEREAS, the Board believes it to be in the best interest of the Association to work with Owners, residents and prospective residents of Market Street at Town Center Condominium who request modifications to the common elements or accommodations in the rules, regulations, policies, or services provided by and through the Association to accommodate a disability; and

WHEREAS, the Board deems it necessary to establish appropriate procedures for considering and acting upon such requests.

NOW, THEREFORE, BE IT RESOLVED THAT the following procedures for the consideration of requests for modifications and accommodations are adopted.

1. PURPOSE

The Board has certain obligations under the Fair Housing Act and the Virginia Fair Housing law to ensure that the Association complies with the requirements of the law ensuring equal opportunity for housing to all residents and prospective residents, regardless of race, color, religion, national origin, sex, age, familial status or disability. The Association must act to avoid discriminatory practices. The Association must act to provide reasonable modifications to the common elements or reasonable accommodations in rules, practices, policies, or services which can be reasonably provided to afford such person equal opportunity to use and enjoy the Property. This Resolution establishes procedures for owners, residents, prospective residents and other affected individuals who request modifications or accommodations to initiate a request for the Board to evaluate, respond, and implement appropriate action on the request.

2. DEFINITIONS

All terms used herein shall be defined pursuant to applicable law. Unless otherwise provided by applicable law, the following definitions are applicable to this Resolution:

A. Disability and Handicap. *Disability and Handicap* are used interchangeably and mean with respect to a person who has (i) a physical or mental impairment that substantially limits one or more of such person's major life activities; (ii) a record of having such an impairment; or (iii) is regarded as having such an impairment. The term does not include current, illegal use of, or addiction to a controlled substance as defined in Virginia or federal law.

B. Individual with a Disability. *Individual with a Disability* means an individual with a physical or mental impairment that substantially limits one or more major life activities, including but not limited to such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, HIV, mental retardation, emotional illness, deafness, or blindness.

C. Major Life Activity. *Major life activity* means those activities that are of central importance to daily life, including, but not limited to, seeing, hearing, walking, breathing, performing manual tasks, caring for one's self, learning and speaking.

D. Reasonable Modification. *Reasonable modification* means a structural change made to existing common elements in order to afford the Requesting Party full enjoyment of the common elements. Generally, modifications are at the expense of the person requesting the modification to the common elements. Determining whether a requested modification is "reasonable" shall be based upon an examination of the facts and circumstances of each request.

E. Reasonable Accommodation. *Reasonable accommodation* means an exception, change or adjustment to a rule, practice, Resolution, or service that is generally applicable to the entire community to provide a person equal opportunity to use and enjoy the common elements. The determination whether a requested accommodation is "reasonable" shall be based upon an examination of the facts and circumstances of each request.

F. Requesting Party. *Requesting Party* shall mean the person for whose benefit the request for a modification or accommodation has been made.

3. REQUESTS FOR REASONABLE MODIFICATION OR ACCOMMODATION

A. Place of Request. In order to ensure all requests for modification or accommodation are properly logged and considered, all requests for accommodation should be made in writing and delivered to:

*On-Site Manager
Market Street at Town Center Condominium
12001 Market Street
Reston, Virginia 20190*

However, the On-Site Manager shall log all requests for modifications or accommodations, whether written or oral. The On-Site Manager may put any oral requests in writing and ask the Requesting Party to initial or otherwise confirm the request.

B. Contents. All requests for modifications or accommodations should include the following information:

- (1) Name of Requesting Party;
- (2) Current Mailing Address;
- (3) Telephone number and e-mail address;
- (4) If the Unit is leased, a copy of the current lease agreement;
- (5) Fully completed and signed Reasonable Modification/Accommodation Request Verification Form, a copy of which is attached hereto as Exhibit 1, or similar credible statement verifying the nature of a Disability;
- (6) A brief description of the Disability and the major life activity that is substantially limited. (If the Disability is obvious or known, a brief statement of the major life activity affected is sufficient.)
- (7) A description of the proposed modification or accommodation requested, including a description of how the modification or accommodation will address the difficulty described above;
- (8) If the request involves a support or service animal, fully completed and signed Service Animal and Support Animal Registration, attached hereto as Exhibit 2; and
- (9) Whether the request is considered to be an emergency or if there is a specific time period that the Requesting Party believes affects the request and the reasons therefore.

The Board may request such additional information from the Requesting Party as may be necessary to determine whether a modification or accommodation is reasonable.

4. CONSIDERATION OF REQUESTS

A. The On-Site Manager will acknowledge receipt of the request for the modification or accommodation and will advise the Requesting Party that the request will be responded to promptly. Response time for requests may vary depending on the nature of the request, the urgency of a request, and the meeting schedule of the Board.

B. If a Requesting Party is a tenant, and it appears that the tenant is requesting a change to a rule, practice, Resolution or service provided in the terms of the lease, or a physical modification to a Common Area, the On-Site Manager will direct the Requesting Party to contact the Owner. Proposed modifications to a Unit shall be processed in the same manner as any application for modifications to a Unit.

C. Upon receipt of a request, the On-Site Manager shall make a record of receipt of the request, review the request to ensure those items described in Article 3, Section B above are included with the request, include a copy of the request in the Board information packet prior to the next regularly scheduled Board meeting, and provide a copy to the Board President as soon as practicable. If the request presents the need for a legal determination concerning whether the condition qualifies as a Disability or the nature of the requested modification or accommodation, or if otherwise deemed appropriate, the Association President may forward a copy of the request to Association legal counsel for review.

D. If any of the items described in Article 3, Section B above are missing or incomplete, or if additional information or clarification is necessary, the On-Site Manager or a member of the Board will notify the Requesting Party.

E. If the requested modification or accommodation requires an expenditure of funds, the On-Site Manager shall ascertain the probable expenditure. The On-Site Manager or the Board may put the Requesting Party on notice that the initial cost of a reasonable modification is the responsibility of the Requesting Party and may request plans and cost estimates for the modification from the Requesting Party.

F. The On-Site Manager is authorized to address all requests for modification or accommodation so long as the modification or accommodation is within existing Association policy and budget. If the proposed modification or accommodation is outside of established policy or budget, the request in the judgment of the On-Site Manager, shall be referred to the Board for consideration at the next regularly scheduled meeting of the Board. In the event of an emergency, the Association President may convene a special meeting of the Board of Directors to consider the request.

G. The On-Site Manager or the Board shall notify the Requesting Party of the decision. If a request for reasonable modification or accommodation is granted, the On-Site Manager and the Requesting Party shall work together to make the necessary arrangements for the implementation of the modification or accommodation.

H. In the event that the Board does not approve the request, in whole or in part, the Board, acting through the President or such other person designated by the President, will communicate with the Requesting Party to attempt to engage in an interactive process to seek resolution of the matter in any manner consistent with the purpose of this Resolution and applicable law. The following factors may warrant a denial of a modification or accommodation request:

- (1) The Requesting Party does not have a Disability or Handicap;
- (2) The requested modification or accommodation is not necessary for the use or enjoyment of the Property;

- (3) The requested modification or accommodation would impose undue financial or administrative burden on the Association, a determination of which shall consider the:
- (a) Cost of the requested modification or accommodation;
 - (b) Association financial resources;
 - (c) The wherewithal of the Requesting Party to pay for the initial modification;
 - (d) Benefits the modification or accommodation would provide to the Requesting Party and the community;
 - (e) Availability of less expensive or less burdensome alternatives that would meet the Requesting Party's needs; and
 - (f) The impact that the requested modification or accommodation would have on the existing structure or on the other residents of Market Street at Town Center Condominium.
- (4) The requested modification or accommodation would fundamentally alter the nature of Association operations.

I. In resolving any request for reasonable modification or accommodation, the Board encourages the Requesting Party, or someone on behalf of the Requesting Party, to meet with the On-Site Manager, or the Board if appropriate, to review the need for the reasonable modification or accommodation and potential alternatives.

J. Failure by a Requesting Party to comply with the provisions of this Resolution shall not be considered grounds for rejecting a request for reasonable modification or accommodation so long as a request has been made in such a manner that a reasonable person would understand it is a request for a modification or accommodation.

K. The Association will address any costs associated with the requested accommodation or modification on a case-by-case basis, in accordance with prevailing law.

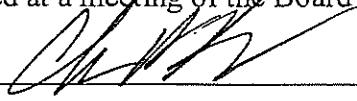
**UNIT OWNERS ASSOCIATION OF
MARKET STREET AT TOWN CENTER CONDOMINIUM**

RESOLUTIONS ACTION RECORDED

Resolution No. 12-16

Pertaining to: Reasonable Modification/Accommodation Policy

Duly adopted at a meeting of the Board of Directors held November 8, 2016

ATTEST: , Secretary

11-8-16
Date

| | Yes | No | Abstention |
|--------------------------------|-----|----|------------|
| Betty McFarlane, President | ✓ | | |
| Gillian SESCOE, Vice President | ✓ | | |
| Katherine Abruzzino, Treasurer | ✓ | | |
| Chris Burke, Secretary | ✓ | | |
| Member at Large | | | |

1 = Motion 2 = Second A = Absent * Not present when vote was taken

REQUEST FOR MODIFICATION / ACCOMMODATION VERIFICATION

DATE _____

TO _____
NAME OF CONDOMINIUM UNIT OWNERS ASSOCIATION

ADDRESS OF CONDOMINIUM UNIT OWNERS ASSOCIATION

FROM _____
HEALTH CARE PROVIDER'S NAME

HEALTH CARE PROVIDER ADDRESS

REQUEST FOR MODIFICATION OR ACCOMMODATION

MEMBER'S NAME (Requesting Party) _____

ADDRESS _____

The Requesting Party is Disabled as defined below due to (state nature of medical condition/disability and the major life activity that is substantially limited; if the Disability is obvious or known, a brief statement of the major life activity affected is sufficient):

The Requesting Party has requested the following modification to the Property and/or an accommodation to our rules, regulations, and services: _____

The requested modification/accommodation is requested to (explain how requested modification/accommodation will help with the Disability): _____

Under federal law, if an individual with disabilities requests a reasonable modification or accommodation to that disability, the Association must consider the request. To do this, the Association must verify that the individual qualifies as disabled under Virginia or federal law and requires the accommodation in order to have an equal opportunity to use and enjoy his/her home.

We would appreciate your cooperation in answering the questions on this form and returning it to the address listed above. Enclosed is a stamped, self-addressed envelope for this purpose. The member has consented to this release of information, as shown below.

DEFINITION OF 'DISABLED'

Under federal law, an individual is disabled if he/she has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment.

The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes. Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction, and alcoholism. This definition doesn't include any individual who is a drug addict and is currently using illegal drugs, or an alcoholic who poses a direct threat to property or safety because of alcohol use.

1. Is member named above disabled as defined above? Yes No

2. In your professional opinion, is the Requesting Party limited in his/her life activity as described above. (If the answer is No, is the Requesting Party's life activity limited some other way?) Explain. Yes No

3. If you answered "Yes" to question number 1, can the member's condition be otherwise treated to prevent any substantial limits in any of his/her major life activities? Yes No

NAME & TITLE OF PERSON SUPPLYING INFORMATION _____

FIRM/ORGANIZATION _____

Would you be willing to testify in any court action or related proceeding as to member's need for the requested accommodation?
 Yes No

HEALTH CARE PROVIDER'S SIGNATURE _____

MEDICAL LICENSE # (IF PHYSICIAN) _____ DATE _____

RELEASE

TO THE REQUESTING PARTY:

YOU DO NOT HAVE TO SIGN THIS FORM IF THE NAME OR ADDRESS OF EITHER THE COMMUNITY ASSOCIATION OR THE HEALTH CARE PROVIDER IS LEFT BLANK.

RELEASE: I hereby authorize the release of the requested information. Information obtained under this consent is limited to information that is no older than 12 months. There are circumstances that would require the community association named above to verify information that is up to five years old, which would be authorized by me on a separate consent, attached to a copy of this consent.

SIGNATURE _____ DATE _____

UNIT OWNERS ASSOCIATION OF
MARKET STREET AT TOWN CENTER CONDOMINIUM

SERVICE ANIMAL AND SUPPORT ANIMAL REGISTRATION

I. Service or Support Animal

Please check one: This is a request for a service animal support animal

II. Service or Support Animal Description. *Please attach a photograph of the animal. Please complete the following information.*

- a. Name of Animal: _____
- b. Type of Animal (i.e, dog): _____
- c. Breed of Animal: _____
- d. Color of Animal: _____
- e. Age of Animal: _____
- f. Weight of Animal: _____
- g. Fairfax County License No.: _____
- h. Is animal current on all legally required vaccinations? (circle one) Yes / No. Please attach a certificate from the veterinarian who cares for the animal dated within 30 days of date of this Registration which includes all vaccination information.

III. Contact Information for Surrogate Animal Caregiver in Case of Emergency.

Name: _____
Address: _____
Cell Phone Number: _____
Email Address: _____

IV. Service and Support Animal Rules and Regulations.

The Requesting Party must agree to and abide by the following:

- a. Service/support animals at all times must wear a collar with I.D. tag and vaccination tags.
- b. Service/support animals must be in a carrier or on a leash at all times when outside of the unit and kept within the control of the Requesting Party.
- c. Requesting Party must keep unit and surrounding areas free of odors, waste, insect infestation and litter resulting from service/support animal.
- d. Aggressive or vicious animals are strictly prohibited.
- e. Requesting Party must keep common elements free of all pet waste and must clear all pet waste from common elements immediately.
- f. Incessant barking or offensive or disruptive noise by the service/support animal is prohibited.

V. Association Facilities.

Please identify areas in the community where you anticipate taking your service or support animal.

Agreement.

- a. I agree to abide by the rules set forth in Section IV at all times.
- b. I shall be fully liable for any and all injuries, damages, causes of action, claims or obligations, over any consequential damages arising out of or related to my use of a service or support animal. I am solely responsible for any harm, including to any person or to the common elements, or any other property caused by my service or support animal.
- c. I hereby waive, hold harmless, indemnify, release and forever discharge the Association, the Association Board of Directors, members, residents, employees and agents of and from all manner of action and actions, causes and causes of action, suits, damages, claims or obligations, over any consequential damages arising out of, or related to, or resulting from my service or support animal's actions and behavior and use of Association facilities.
- d. I hereby represent that (i) my service or support animal is in good health, has not been ill with any communicable diseases or parasites in the last 30 days, and has not harmed or shown aggressive or threatening behavior towards any person or any other animal; (ii) my service or support animal has received and is up-to-date on all vaccinations as required by law; and (iii) that my service or support animal does not suffer from any condition and is not prone to any behavior which would in any way be dangerous to another person or animal.
- e. I am strictly responsible for the care and actions of my service or support animal.

By signing below, I represent that the information provided is true and accurate to the best of my knowledge. I agree to the terms contained in the Service and Support Animal Registration.

WARNING: READ CAREFULLY. THIS REGISTRATION INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO BRING LEGAL ACTION AGAINST THE ASSOCIATION AND OTHER PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ THE AGREEMENT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF THE EFFECT OF THIS AGREEMENT.

Name of Requesting Party

Address in Market Street at Town Center Condominium

Home Phone

Office Phone

Cell Phone Number

Email Address

Signature

Date

#127289

MARKET STREET AT TOWN CENTER CONDOMINIUM

UNIT OWNERS ASSOCIATION

Policy Resolution No. 16-18

Rules Regarding the Delivery of Parcels

WHEREAS, Article III, Section 2 of the Association's Bylaws provides that the Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Unit Owners Association; and

WHEREAS, Article III, Section 2 (f) of the Bylaws states that the Board shall have the authority to adopt and amend the Rules and Regulations; and

Whereas, Article XI, Section 6 of the Bylaws provides that the Association shall not be considered a bailee of any personal property stored on the common elements and shall not be responsible for the security of such property or for any loss or damage thereto, whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible; and

WHEREAS, the Association deems it to be in the best interest of the Association to adopt procedures for the delivery of packages to residential units and to clarify the Association's responsibility with respect to the receipt and delivery of packages;

NOW THEREFORE, BE IT RESOLVED THAT the following delivery of parcels policy be adopted by the Board:

I. STANDARD PROCEDURES

A. These procedures govern the delivery of parcels to residents of the Condominium that do not fit inside the owners mailbox or are not delivered by the United States Postal Service. These procedures do not apply to mail deliveries that fit inside the resident's mailbox that are delivered by the United States Postal Service.

B. Upon receipt of a parcel addressed to an individual resident, the Association's concierge will note acceptance of the item from the carrier on the resident's behalf and the date of delivery in a log book. The Concierge will then notify the resident of the delivery via an orange slip in the resident's mailbox, a telephone call to the resident, or any other form of written notification to the resident. The concierge may use additional methods of notification if the resident cannot be reached or if the parcel remains unclaimed.

- C. To retrieve a parcel, residents must come to the concierge desk in person to sign the log book indicating retrieval of the parcel. The Concierge will then retrieve and deliver the package to the resident at the front desk. Residents may retrieve parcels during the times Concierge personnel are on duty at the front desk, but at least 10 minutes prior to the time the Concierge is scheduled to go off duty. If a package is being picked up by someone other than the resident to whom the package is addressed, the person picking up the package must be present a photo ID to the Concierge before the package will be released.
- D. Due to space constrictions, residents are expected to retrieve parcels promptly upon notice. Parcels will be stored in the package room for up to seven (7) days from the date of receipt of the parcel as noted in the log book. Any parcel left unclaimed for more than seven (7) days is subject to disposal by the Association without liability. All packages received and awaiting retrieval for a resident, must be picked up at the same time.
- E. Management shall have the right to remove stored parcels prior to expiration of the seven (7) days if the storage of items reaches capacity; prior to removing any stored parcel, Management or the Concierge shall provide three (3) days notice to the resident to whom the item is addressed.
- F. The Concierge will not accept delivery of any item that exceeds 25 pounds in weight unless the resident has made prior arrangements with Management and the resident agrees to pick up the package by close of business hours the same day the package was delivered to the Condominium. The Concierge will not accept any item that exceeds 25 pounds in weight from a resident for return to a seller or another party.
- G. Use of the Lobby entrances to deliver furniture, appliances, or other large items is prohibited, and the Association has the right to stop all such deliveries. Residents are required to advise their delivery companies of this policy. The resident is required to make alternate arrangements for delivery of such items as described in "Section II: Large Item Deliveries" of this policy.
- H. While the Association will accept packages marked "perishable", the Association will not assume any liability for the contents, condition, caring for, or storing of perishable packages.
- I. The Association has right to dispose of any parcel believed to constitute a safety hazard to residents or immediate surroundings; for example, packages containing chemicals, acids, flammable or toxic materials, or any "hazardous material" as defined by federal regulations.
- J. The Association reserves the right to refuse to accept delivery of any package believed to contain contraband or contain materials that violate the Association's Condominium Instruments, Rules and Regulations, including, but not limited to, any materials the

- K. Association has cause to believe are being used for commercial purposes in violation of this Policy and the Associations Bylaws.
- L. The Association, its directors, agents, officers, employees or other designees shall not be liable to any resident for any parcels stored in the package room or any items kept by the Association for residents.

II. LARGE ITEM DELIVERIES

When a resident is expecting a delivery of a large item, such as appliances, furniture, a mattress, or large scale electronics, the resident is required to notify Management at least 48 hours in advance of the anticipated delivery and to make a reservation to use the loading dock elevator (Elevator 4) for delivery. No other elevator is to be used for delivery of large items.

III. COMMERCIAL/NON-RESIDENTIAL USE DELIVERIES

Residents are prohibited from utilizing the Concierge services detailed in this Policy Resolution to conduct of any commercial/non-residential use of their Unit, unless otherwise expressly approved by the Board of Directors.

This Resolution shall become effective on November 1, 2018.

Enacted this 27th day of September, 2018.

MARKET STREET AT TOWN CENTER CONDOMINIUM
UNIT OWNERS ASSOCIATION
Policy Resolution No. 04-06
Rules and Regulations Regarding Pets

WHEREAS, Article III, Section 2 of the Bylaws assigns to the Board of Directors (“Board”) all of the powers and duties necessary for the administration of the affairs of the Unit Owners Association (“Association”) and provides that the Board may do all such acts and things as are not prohibited by the Condominium Act, the Declaration or by the Bylaws required to be exercised and done by the Association; and

WHEREAS, Article III, Section 2 of the Bylaws provides that the Board shall have the power to adopt any rules and regulations deemed necessary for the benefit and enjoyment of the Condominium; and

WHEREAS, Article XI, Section 1(h) of the Bylaws permits unit owners to keep small, orderly domestic pets (e.g., dogs, cats, caged birds) and aquarium fish subject to the limitation that no Unit Owner shall keep or maintain in excess of one orderly dog and two orderly cats subject to the rules and regulations adopted by the Board; and

WHEREAS, for the health, safety, welfare, comfort, and convenience of all unit owners, the Board wishes to establish uniform regulations for the keeping of pets;

NOW, THEREFORE, BE IT RESOLVED THAT the following pet policies be adopted by the Board:

I. GENERAL PET GUIDELINES

- A. Residents may keep small, orderly domestic pets in their units, subject to the guidelines in this resolution. As further qualified in sections I.B. and C. below, the term “small, orderly domestic pets” refers to no more than one (1) small, orderly dog (40 pounds or under), two orderly cats, caged domesticated birds, and aquarium fish.
- B. The following pets are not permitted anywhere in the Condominium: canines other than domesticated dogs; large dogs (heavier than 40 pounds); Rottweiler, Pit Bull, and Staffordshire Terrier dogs or any mix of these breeds; felines other than domesticated cats; birds other than domesticated birds; rodents; reptiles; monkeys; mammals, livestock; poultry; exotic pets; and other creatures not ordinarily maintained in a terrarium or aquarium.

- C. The Board, in its discretion, may permit owners to register and keep pets whose size or breed is inconsistent with the guidelines described in sections I. A. or B. above, so long as those pets are living with their owners in the Condominium at or before the time of the adoption of this resolution. Such consent shall be for the life of said pets and shall be subject to the registration of the pets as described in section II.A. below. The remaining terms of this resolution shall apply to all pets, including those permitted to stay pursuant to this provision.

II. REQUIREMENTS AND RESTRICTIONS

- A. All Pets which may reside within a unit must be registered annually with the Association.
1. Each resident who owns a pet must submit annually a completed Pet Registration Form (Exhibit A or an amended version thereof) along with (a) a \$100.00 pet registration fee, (b) a recent photo of the pet, and (c) a statement from the pet owner's veterinarian.
 2. The Pet Registration Form is available through the Management Office or can be obtained online via the Market Street at Town Center Condominium website: www.marketstreetattowncenter.com.
 3. The annual \$100.00 per pet registration fee is due each January for the full calendar year, to cover the administrative and maintenance costs incurred by the Association related to such pets. Move-ins and pets acquired during the calendar year will be prorated at a rate of \$8.50 per month per pet for the remainder of the calendar year. Checks or money orders should be made payable to Market Street at Town Center Condominium; credit cards and cash are not acceptable.
 4. The annual pet registration requirements include a statement from the pet owner's veterinarian indicating (a) the pet's current weight and/or at full growth and (b) proof of current rabies vaccination. Such statement is required annually.
 5. The completed Pet Registration Form, the photo of the pet, the statement from the pet owner's veterinarian, and the \$100.00 pet registration fee must be dropped off at the Management Office for processing.
 6. Owners or owners with tenants that do not register their pets prior to February 28 each calendar year are subject to an additional \$25.00 late registration fee; unregistered pets are a violation of the Condominium instruments and shall be subject to further enforcement action by the Association.
 7. Pet registration including payment of the pet fee is required whether the pet is living in the building or is visiting for a time interval beyond one week.
- B. Pet Owners are responsible for the immediate removal and proper disposal of any fecal matter left by their pets in the common elements.

- C. Pets are not permitted upon the common elements unless they are carried or leashed. At all times, the pet must be under the control of its owner.
- D. No pet may be leashed to any stationary object on the common elements.
- E. Pet owners are responsible for any property damage, injury, or disturbances their pet may cause or inflict.
- F. The breeding, maintenance, or boarding of pets for commercial purposes anywhere within the Condominium is prohibited.
- G. All pet owners must comply with all licensing, registrations, and inoculations required by Fairfax County in order to keep a pet within the Condominium, and the pet must display appropriate tags evidencing ownership and compliance with all required licensing, registrations, and inoculations.
- H. Any owner of a female animal in heat must keep the pet confined in such a manner that she will not be in contact with another animal of the same species nor create a nuisance by attracting other animals
- I. Walking pets in the Courtyard is strictly prohibited except to enter and exit the building and courtyard. Pet exercising, urinating and defecating in the Courtyard is prohibited. Pets must be walked around the outer perimeter of the building in the grass areas ONLY. Pets are not permitted in the landscaped areas (planter boxes, flower beds, shrubs, etc.).

III. NUISANCES

The following shall be grounds for complaint and finding of a community nuisance:

- A. Pets running at large;
- B. Pets damaging, soiling, defecating on, or defiling any private property or the common elements when the owner fails to immediately remove and dispose of any waste;
- C. Pets causing unsanitary, dangerous, or offensive conditions;
- D. Pets making or causing noises of sufficient volume to interfere with other residents' rest or peaceful enjoyment of the property;
- E. Pets molesting, attacking, or otherwise interfering with the freedom of movement of persons on the common elements, chasing vehicles, attacking other pets, or creating a disturbance in any other way;
- F. Any female animal in heat kept in such a manner so as to attract other animals; and
- G. Pets improperly kept in a vehicle anywhere in the parking facility.

IV. PROCEDURES FOR SOLVING PET PROBLEMS

Any resident who has observed a pet creating a nuisance or an unreasonable disturbance or noise should do the following:

- A. The process should begin with an attempt to solve the problem with the pet owner in a courteous and helpful manner.
- B. If personal attempts at a solution fail, then the resident should file a written complaint with the Managing Agent which documents the problem as thoroughly as possible. The complaint should include identification of the pet(s) involved, a complete description of the problem or disturbance, and the dates and times of disturbances as well as a brief description of informal attempts to solve the problem.
- C. The Managing Agent will first attempt to obtain an informal solution to the problem. If such a solution is not possible, the Managing Agent will refer the matter to the Board, which shall reserve the power to direct a resident to permanently remove his or her pet from the premises.
- D. In the event of a non-emergency animal removal matter, the Board shall deliver, by first class mail or hand delivery, a written notice. The notice may inform the owner of the pet that the Board may hold a hearing to consider whether the pet must be removed from the property, and may set forth the date, time, and location of the hearing, which must be held no fewer than fourteen (14) days from the date of the notice. All residents and Unit Owners of the Association shall have a right to testify at such hearing.
- E. In the event of an emergency animal removal matter, for instance, where a pet is alleged to create an immediate danger, the Board shall deliver, by first class mail or hand delivery, a written notice requiring the removal of the pet within twenty-four (24) hours of the notice. The notice may also inform the owner of the pet that the Board may hold a hearing to consider whether the pet must remain off of the property, and may set forth the date, time, and location of the hearing, which must be held no fewer than fourteen (14) days from the date of the notice. All residents and Unit Owners of the Association shall have a right to testify at such hearing.

V. MISCELLANEOUS

- A. Residents should report suspected stray pets and any incidents of bites, attacks, or diseased animals to the Fairfax County Animal Control Unit and then to the Managing Agent.
- B. As specifically set forth in Article XI, Section 1(h) of the Bylaws, any Unit Owner or resident who keeps or maintains any pet upon any portion of the Condominium shall be deemed to have indemnified and agreed to hold the Association and each Unit Owner free and harmless from any loss, claim, or liability of any kind or character

whatsoever arising by reason of keeping or maintaining such pet within the Condominium.

- C. This policy shall not be deemed to be an election of remedies. The Board reserves all of its powers to enforce this policy, and to take any other action available under the Association's Bylaws, rules and regulations, and applicable law, including, but not limited to: the imposition of a fine against the account of an owner in violation; the filing of a complaint with Fairfax County; or filing suit in Fairfax County District Court.

This Policy Resolution 04-06: Rules and Regulations Regarding Pets was enacted on April 18, 2006, and became effective on June 1, 2006.

On October 23, 2014 the Policy was amended to include new item II, I. addressing pets in the Courtyard.

On September 27, 2018 the policy was amended to replace former item II. A. With new item II. A. 1-7 addressing annual registration of pets and an annual pet registration fee. This amended Policy Resolution 04-06 becomes effective January 1, 2019.

EXHIBIT A
MARKET STREET AT TOWN CENTER CONDOMINIUM
UNIT OWNERS' ASSOCIATION
PET REGISTRATION FORM

OWNER INFORMATION

- A. Name pet answers to: _____
- B. Pet is a: _____ dog _____ cat _____ other: _____
- C. Breed: _____
- D. Color(s) and distinctive markings: _____
- E. Additional information to identify pet: _____
- F. ATTACH a recent photo of pet. Date of photo: _____
- G. ATTACH Statement from Veterinarian. Date of statement: _____

INDEMNIFICATION

By virtue of keeping my pet within the Condominium, I agree to indemnify and hold the Association and each member of the Board of Directors free and harmless from any loss, claim, or liability of any kind or character whatever arising by reason of my keeping the above pet within the condominium.

I certify that I have reviewed and agree to the guidelines, requirements, and restrictions for keeping pets as presented in Article XI, Section 1(h) of the Bylaws and as outlined in Policy Resolution No. 04-06: Rules and Regulations Regarding Pets.

Pet Owner's Signature

Date

Note: If a tenant submits this application, the Unit Owner or Owner's Agent must sign.

Unit Owner: _____

Date: _____

OFFICE USE:

This Pet Registration Form along with (1) photo of pet, (2) statement from Veterinarian, and (3) fee (check or money order) in the amount of \$_____ to cover dates from _____ to end of _____ calendar year.
month, year year

Signature of Community Manager or Designated Agent

A SIGNED COPY OF THIS PAGE IS ON FILE IN ASSOCIATION OFFICE

Resolution Action Record

Resolution Type: Amendment to Policy 04—06

Pertaining to: Rules and Regulations Regarding Pets

Duly adopted at a meeting of the Board of Directors held on September 27,
2018

VOTE: YES NO ABSTAIN ABSENT

President

Vice President

Secretary

Treasurer

Director

ATTEST:

Secretary Date

**MARKET STREET AT TOWN CENTER CONDOMINIUM
UNIT OWNERS' ASSOCIATION**

**POLICY RESOLUTION NO. 17-18
IN-UNIT MAINTENANCE**

WHEREAS, Article III, Section 2 of the Bylaws of The Unit Owners Association of Market Street at Town Center Condominium (“Association”) provides the Board of Directors (“Board”) with the powers and duties necessary of the administration of the affairs of the Association, including he poser to adopt rules and regulations deemed necessary for the benefit and enjoyment of the Condominium; and

WHEREAS, Article XI, Section 3 of the Bylaws provides that each Unit and the Common Elements shall be occupied and used in compliance with the rules and regulations which may be promulgated and amended by the Board; and

WHEREAS, Article III, Section 2. of the Bylaws provides that the Board shall “[p]rovide for the operation, care, upkeep and maintenance of all of the Condominium Property and services of the Condominium”; and

WHEREAS, Article VI, Section 7(b) of the Bylaws states that each Unit Owner shall: keep his or her Unit, equipment, appliances, and appurtenances in good order, condition, and repair; be responsible for damage to other Units or to the Common Elements resulting from his or her failure to make repairs; perform his or her maintenance obligations in such a manner so as not to unreasonably disturb the other Unit Owners; notify the Association of repairs which the Unit Owner believes to be the responsibility of the Association; perform normal maintenance repairs caused by his or her negligence misuse, or neglect on the Limited Common Elements appurtenant to his or her Unit; and be responsible for maintenance and care of storage or parking he or she is permitted to use by the Board; and

WHEREAS, Exhibits A and B to the Associations’s Bylaws, the Charts of Maintenance Responsibilities, set forth the various responsibilities of Unit Owners and the Association; and

WHEREAS, Article X, Section 1(h) of the Bylaws gives the Association the right to enter a Unit to abate and/or remove a violation of the Association’s instruments; and

WHEREAS, Article X, Section 7 of the Bylaws grants the Association and its designees a right of access to Units within the Condominium for certain purposes related to the performance of the Association’s duties so long as proper request for entrance in made by the Association; and

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

WHEREAS, the Board recognizes substantial damage has occurred to single Units, surrounding Units, Common Elements, and Limited Common Elements due to leaking Water Heaters, Washing Machines, Air Conditioners, Toilets, and water supply lines in Units; and

WHEREAS, the Board recognizes there is a need for clarifying the In-Unit maintenance and repair obligations of Unit Owners to ensure that all Unit Owners understand their responsibilities;

NOW, THEREFORE, BE IT RESOLVED THAT, the Unit Owners' and the Association's responsibilities for the maintenance and repair of (a) plumbing and related systems and components within a Unit and serving only that Unit; (b) heating and cooling systems, including maintenance of condensate drain line, serving only one Unit; (c) dryer vents serving only one Unit, and the costs related thereto, be set forth and the following policy be adopted.

I. REQUIRED ANNUAL MAINTENANCE AND INSPECTION

- A. Unit Owners are required to perform periodic maintenance and inspections through a licensed and insured professional contractor on the following unit components.
 - 1. Water Related Apparatus
 - a) HVAC/Water Heater: once each year
 - b) Toilets, Showers, Sinks and related Unit plumbing: once each year
 - c) Dish Washer Hose: once each year
 - d) Washing Machine Hose: once each year
 - 2. Dryer Vent: once each year

- B. Unit Owners are required to have the following preventive measures in place:
 - 1. Washing Machine Pan under Washing Machine
 - 2. Water Alarms
 - a) at the base of the Water Heater
 - b) under the Air Conditioning Unit
 - c) in the Washing Machine Pan
 - d) under the Kitchen Sink water supply lines
 - e) under the Bathroom Sink(s) water supply lines

II. PROOF OF COMPLIANCE

- A. Unit Owners must demonstrate compliance with this Policy by **submitting a copy of a paid receipt from a licensed and insured professional company** with experience and expertise in performing the required maintenance. The paid receipt must expressly indicate that the licensed professional contractor has comprehensively inspected and performed any necessary maintenance on all Water Related Apparatus, as defined above, and the Dryer Vent in the Unit.
- B. The inspection and maintenance of all Water Related Apparatus and the Dryer Vent must occur annually, with initial inspections and maintenance performed **beginning in 2019 and every year thereafter.**
- C. The inspection and maintenance must be **performed between April 1st and June 30th** each year. This inspection and maintenance period has been established to ensure that the Air Conditioner condensate lines are blown out before the onset of the warm weather when Air Conditioners are typically used and clogged condensate lines are known to cause leaking.
- D. Contractors' receipts must be submitted to the Association **on or before June 30th** each year.
- E. The Board of Directors may, from time to time, promulgate certification and inspection forms for mandatory use by Unit Owners and their contractors.

III. INSPECTION AND ENFORCEMENT

- A. Right of Access
 - 1. The Board, Managing Agent, and /or any other person authorized by the Board or the Managing Agent, has a right of access to each Unit for the purpose of discharging the Association's powers, including, but not limited to:
 - a) making inspections;
 - b) correcting any condition originating in a Unit and threatening another Unit or the Common Elements; or
 - c) correcting any condition which violates the Condominium Instruments.
 - 2. Before entering, however, the Association's representatives must contact the Unit Owner to request entry at a time reasonably convenient to the Unit Owner.
 - 3. In case of an emergency (i.e., streaming water leaks, unattended alarm sounding, noxious fumes, etc.), such right of entry shall be immediate whether the Unit Owner is present at the time or not.

B. Abatement and Enjoinment of Violations

1. A Unit Owner's violation or breach of the Association's In-Unit Maintenance Policy and/or any of the Association's other governing documents shall give the Board the right to retain a licensed professional contractor to perform the inspection and maintenance on all Water Related Apparatus and the Dryer Vent, as defined above in "Section I. Required Annual Inspection and Maintenance".
2. The expenses incurred by the Association in abating or enjoining the violation or breach shall be assessed to the relevant Unit Owner; such assessment shall be subject to the same policies and procedures governing the Association's collection of any other assessment.
3. The Association's enforcement rights are cumulative and not exclusive.

This Resolution shall become effective on January 1, 2019.

Enacted this 27th day of September, 2018.